FRANCHISE DISCLOSURE DOCUMENT

Launch Franchising, LLC
a Delaware Limited Liability Company
920 Bald Hill Road
Warwick, Rhode Island 02886
(401) 822-7835
www.launchtrampolinepark.com
info@launchtrampolinepark.com

The franchise described in this Disclosure Document is to operate a Launch Trampoline Park, which is an indoor sports and family entertainment facility that features many attractions that include, but are not limited to, trampoline courts, climbing walls, laser tag, virtual reality, obstacle courses, ropes courses, go karting, bowling, arcade games, and other competitive attractions. The Launch Trampoline Park will also offer food and refreshments (including alcoholic beverages where permitted by applicable law).

The total investment necessary to begin operation of a Gen 2 Park is $1,874,500 to $3,576,000, and the total investment necessary to begin operation of a Gen 3 Park is $2,189,500 to $4,461,000. This includes between $430,388 to $1,608,656 that must be paid to the franchisor and/or its affiliate. If you sign a Multi-Unit Development Agreement, you must pay us a reservation fee of $25,000 for the second and each additional Launch Trampoline Park you agree to develop under the Development Schedule.

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 the 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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Robert Arnold, CEO at Launch Franchising, LLC, 920 Bald Hill Road Warwick, Rhode Island 02886 and (401) 822-7835.

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

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

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

Issuance Date: June 15, 2021

How to Use this Franchise Disclosure Document

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

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

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use 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 Multi-State Addendum. See the Table of Contents for the location of the Multi-State Addendum.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and multi-unit operator agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Rhode Island. Out-of-state 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 Rhode Island than in your own state.

2. **Spousal Risk Factor**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal

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

DISCLOSURES REQUIRED BY MICHIGAN LAW

To the extent the Michigan Franchise Investment Law, Mich. Comp. Laws §§445.1501 – 445.1546 applies, the terms of this Addendum apply.

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

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

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

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

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

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

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

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

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

If the franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Attn.: Franchise, 670 Law Building, Lansing, Michigan 48913, telephone: (517) 373-7117.

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

The Franchisor

The Franchisor is Launch Franchising, LLC. For ease of reference Launch Franchising, LLC will be referred to as "we" or "us" in this Disclosure Document. We will refer to the person or entity who signs the Franchise Agreement as "you" throughout this Disclosure Document. If you are a corporation or other legal entity, certain provisions of the Franchise Agreement applies to your "Owners" and "Principal Owners" (defined below) and will be noted.

We are a Delaware limited liability company, formed on May 13, 2013. We do business under our corporate name and under the name "Launch Trampoline Park." Our principal business address is 920 Bald Hill Road Warwick, Rhode Island 02886. Our agents for service of process are listed in Exhibit A.

We are engaged in the business of granting and supporting franchises to franchisees under the "Launch Trampoline Park" trade name and trademark. We have no other business activities. We began offering franchises in August 2013. We have never offered franchises in this or any other line of business. We currently are the sole supplier for certain required merchandise you must sell in your Franchised Business, including jump socks, tee shirts, wristbands, and other Launch branded merchandise.

In March 2019, we completed the acquisition of Airtime International Franchise LLC ("Airtime"), a competitor to the Launch Trampoline Parks with locations in Michigan. As of December 31, 2020, there were 5 franchised Airtime parks and no company-owned Airtime Parks. Neither we nor our affiliates have any intention to open any additional Airtime locations, and we and our affiliates have no intention to offer new Airtime franchises.

Our Parent, Predecessors and Affiliates

We do not have a Predecessor, but we have a parent company and affiliates.

Our parent company is LTP Investments LLC, a Delaware limited liability company, headquartered at our address ("Parent"). Parent has never offered franchises in this or any other line of business, and does not provide products or services to Launch Trampoline franchisees.

Our affiliate, Launch Manufacturing LLC ("Manufacturing"), is a Rhode Island limited liability company, headquartered at our address. Manufacturing is the designated supplier of all trampoline hardware and equipment for the ropes courses, ninja courses, and other active attractions. Manufacturing is also the designated supplier for the installation services for the trampolines, ropes courses, ninja courses, and other active attractions you purchase from Manufacturing. This affiliate has and does not offer franchises in this or any other line of business.

Our affiliate, Launch Park Management Services, LLC, is a Delaware limited liability company, headquartered at our address, and was formed in June 2021 ("Management Company"). Management Company offers management services to qualifying franchisees in the development and operation of Launch Trampoline Parks. If you desire Management Company to work with you to develop and operate your Launch Trampoline Park, you will sign the form management ("Management Agreement"), which is attached to this Disclosure Document as Exhibit L. Except for the management services, this affiliate is not a designated or approved supplier for other goods or services. This affiliate has not offered, and does not currently offer, franchises in this or any other line of business.

Our affiliate, Launch Trampoline Park II, LLC, is a Colorado limited liability company headquartered at our address ("Park II") that was formed in August 2018. Park II owns and operates one business of the type being franchised in Warwick, Rhode Island. Our affiliate, Launch Trampoline Park MD LLC, is a Maryland limited liability company headquartered at our address ("Park MD") that was formed in February 2017. Park MD owns and operates one business of the type being franchised in Capitol Heights, Maryland. Park II and Park MD have never offered franchises in this or any other line of business, and they do not provide products or services to Launch Trampoline franchisees.

The Franchise Offered

The "Franchise" offered by this Disclosure Document is for the right to own, develop and operate a Launch Trampoline Park according to the terms of our "Franchise Agreement" which is attached to this Disclosure Document as Exhibit B. Each "Launch Trampoline Park" is an indoor sports and family entertainment facility that features large interconnected trampolines that form a giant jumping surface, designated jump areas for kid's play and dodgeball, a foam pit, air bags, and other competitive attractions, such as climbing features, competition games, virtual reality, a ropes course, bowling lanes, XP Arena, laser tag, arcade, children's soft-play arena, zipline, ninja course, go-carts, a bar (currently operating under the trademark "Bar Hops"), a restaurant (currently operating under the trademark "KRAVE"), and a café. A typical Launch Trampoline Park has 17,000 to 80,000 square feet of space. The Launch Trampoline Park will only offer alcholic beverages where permitted by applicable law.

From 2013 to 2017, we offered franchisees the right to develop and operate Launch Trampoline Parks that offered trampoline-based attractions, a small arcade, and a concession stand style café at loctions with a smaller footprint (which we refer to as the "Gen 1 Parks"). Many current Launch Trampoline Parks operate as a Gen 1 Park, but we are not currently offering the right to develop and operate a Gen 1 Park.

In 2017, we made a strategic decision to stop offering Gen 1 Parks to franchisees and instead require new franchisees to develop a family entertainment center that offered more attractions than the Gen 1 Parks within larger locations (the "Gen 2 Parks"). A Gen 2 Park generally is located on a premise between 17,000 to 80,000 square-feet, and the Gen 2 Parks generally include trampoline-based attractions (including connected trampolines that forms one giant jumping surface with angled trampoline walls and trampoline dodgeball and basketball areas) and other activities, including ninja courses, laser tag arenas, climbing walls, ropes courses, foam pits, stunt bags, and a full arcade with prize redemption. All Gen 2 Parks also include Krave, a restaurant where customers can create their own pizza fresh to order, ice cream sundaes, and related food items. In 2019, we again updated the franchise offering to require franchisees to develop and operate another generation of Launch Trampoline Parks (the "Gen 3 Parks"). The Gen 3 Parks must include all the same attractions as the Gen 2 Parks and may also include a full bowling alley, an XP arena, virtual reality games, and go-kart racetracks. Both Gen 2 and Gen 3 Parks may include a Bar Hops bar in their Launch Trampoline Park. We are currently offering franchisees the right to develop and operate a Gen 2 Park or a Gen 3 Park, as you and we agree.

Launch Trampoline Parks are established and operated under a comprehensive and unique proprietary system (the "System"). The System includes distinctive signage, interior and exterior design, décor and color scheme; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; inventory, management and financial control procedures; training and assistance; and advertising and promotional programs; all of which we may change, improve, and further develop, in our discretion. Certain aspects of the System are more fully described in this Disclosure Document and in the Confidential Operations Manual, which you should expect to evolve over time, which is loaned to you as our franchisee.

Launch Trampoline Parks use certain trademarks, service marks, and commercial symbols, including the mark "Launch Trampoline Park", all of which we may modify periodically and which you should also expect to evolve over time. A certain facility design, décor and image developed for Launch Trampoline Parks and certain associated logos (collectively the "Marks" or "Proprietary Marks"). The Marks are owned by the franchisor, which has licensed them to us so that we may sub-license them to our franchisees.

Because a Launch Trampoline Park requires franchisees and their employees to work directly with children, you must pass our rigorous screening process. You must make sure that all of your employees also pass the same screening process. You may not employ anyone who has been convicted of a felony crime or a crime against a child.

Site Selection Agreement

If you enter into a preliminary agreement to potentially locate a site for a potential franchised business, you must sign our then-current form of agreement ("Site Selection Agreement" or "SSA") which is attached to this Disclosure Document as Exhibit K. The SSA grants to you a right to locate a potential site to develop a Launch Trampoline Park. The SSA does not grant you the right to use the Marks or System, does not grant you any territorial protections, and is not a franchise agreement. You are not required to sign a SSA prior to signing a franchise agreement.

Multi-Unit Development Agreement

If you meet our net worth, operational experience and other requirements for multi-unit development, you may enter into a Multi-Unit Development Agreement ("Multi-Unit Development Agreement" or "MUDA") for the development of multiple Launch Trampoline Parks to be located in a designated geographical area, known as a "Development Territory." Under the Multi-Unit Development Agreement, attached as Exhibit C to this Disclosure Document, you must develop an agreed upon number of Franchised Businesses in the Development Territory within a specified time period subject to our approval.

You must sign the Franchise Agreement for your first Launch Trampoline Park at the same time you sign the Multi-Unit Development Agreement. For each Launch Trampoline Park developed after the first one you must sign our then-current form of Franchise Agreement, which may differ from the current Franchise Agreement included in this FDD, except that continuing fees payable to us shall be uniform as your first Franchise Agreement.

Management Agreement

If you desire our affiliate, Management Company, assist you in the development and operation of your Launch Trampoline Park, you must sign our then-current form of agreement ("Management Agreement"). The Management Agreement describes the services that Management Company will provide to you before your Launch Trampoline Park opens and ongoing services during the term of the Franchise Agreement. The Management Agreement does not grant you the right to use the Marks or System, does not grant you any territorial protections, and is not a franchise agreement. You are not required to sign a Management Agreement.

Market and Competition

Launch Trampoline Parks offer their products and services to the general public, and primarily serve children and young adults between the ages of 3 and 30. Customers engage in activities that involve

various trampoline jumping activities at the Launch Trampoline Park. Each jumper (or the jumper's parent or guardian) must sign a waiver prior to participating in the facilities activities. The general market for these products and services are highly competitive. Your Launch Trampoline Park will compete with other similar entertainment centers or venues for children, young adults and their families, some of which may be regional or national in scope and may be franchise systems.

Industry Specific Laws and Regulations

There may be regulations specific to the operation of a Launch Trampoline Park in your state that, among other things, require you to maintain a certain ratio between supervisory employees and the number of jumpers on the trampoline arena. You must also comply with any standards issued by American Society for Testing and Materials (ASTM International) as they relate to regulation and safety of indoor trampoline parks. You must comply with all local, state, and federal health and sanitation laws and regulations.

You should consult with your attorney and local, state, and federal government agencies before investing in a franchise to determine all of the legal requirements that you must comply with and consider their impact on you and the cost of compliance. Building codes and requirements vary in different jurisdictions and it is important for you and your architect to be aware of and comply with all local laws as well as the federal laws including the Americans with Disabilities Act. You may also be subject to certain health and safety requirements as well as licensing requirements in teaching and supervising children. There may be laws requiring you to have an employee at your Launch Trampoline Park who is certified in basic cardiopulmonary resuscitation or on the use of an automated external defibrillator. There may be a requirement that you must have certain types of first aid equipment on the premises such as an automated external defibrillator. You should check with your local attorney for advice on complying with applicable law before you purchase a franchise and during the operation of your Launch Trampoline Park. You must investigate and satisfy and stay current on all local, state, and federal laws and regulations since they vary from place to place and can change over time.

You must obtain all required licenses and permits to operate a food service business, if applicable. The restaurant industry is heavily regulated and competitive. A wide variety of federal, state and local laws, rules and regulations have been enacted that may impact the operation of your café, and may include those which: (a) establish general standards, zoning, permitting restrictions and requirements and other specifications and requirements for the location, construction, design, maintenance and operation of the café's premises; (b) set standards pertaining to employee health and safety; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for restaurants and laws and regulations relating to access by persons with disabilities; employee practices concerning the storage, handling, cooking and preparation of food; restrictions on smoking; available of and requirements for public accommodations and requirements for fire safety and general emergency preparedness; (d) establish requirements for food identification and labeling; and (e) regulate advertisements. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are locating your café and you should consider both their effect and costs of compliance.

You must comply with any federal, state, county, municipal, or other local laws and regulations relating to serving of beer, wine and other alcoholic beverages. The difficulty and cost of obtaining a liquor license to serve beer, wine and other alcoholic beverages and the procedures for securing the license vary greatly from area to area. There is also wide variation in state and local laws and regulations that govern the sale of alcoholic beverages.

Many of the laws, rules and regulations that apply to business generally, such as the Americans With Disabilities Act, Federal Wage and Hour Laws and the Occupational Safety and Health Act, also apply to cafés. The U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce laws and regulations that govern food preparation and service and restaurant sanitary conditions. The federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide and particulate matters, including caps on emissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

You must identify, investigate, satisfy and comply with all laws, ordinances and/or regulations applicable to your business, including employment, workers' compensation, insurance, corporate, tax, public health and similar laws and regulations, because they vary from place to place, can change over time and may affect the operation of your business. You should independently research and review the legal requirements of the food services industry with your own attorney before you sign any binding documents or make any investments.

The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. NLEA applies to virtually all foods in the food supply, including food served and sold in restaurants. While NLEA specifies a number of exemptions for restaurants, there are many instances where a nutritional label is required. The Food and Drug Administration's *Nutritional Labeling Guide for Restaurants and Other Retail Establishments* provides answers to commonly asked questions regarding the application of NLEA.

Each of your managers and other employees we designate must be ServSafe (or similar food safety and handling program) certified and TIPS (or a similar alcohol awareness) certified.

ITEM 2
BUSINESS EXPERIENCE

Co-Founder and CEO – Robert Arnold

Mr. Arnold has been our Co-Founder and President since our inception in May 2013, and he has been a Co-Founder of our affiliate, Manufacturing, since its inception in November 2012.

Co-Founder, Chief Operating Officer, & Director of Franchise Communications – Erin Arnold

Ms. Arnold has been our Co-Founder and Director of Franchise Communications since our inception in May 2013 and has been our Chief Operating Officer since March 2020.

Chief Financial Officer – Travis Kososki

Mr. Kososki has been our Chief Financial Officer since August 2018. Mr. Kososki worked for Maverick Development Corp in Almaty, Kazakhstan from August 2008 to August 2018.

Strategic Assistant to the CEO – Amanda Pfeiffer

Ms. Pfeiffer has been the Strategic Assistant to the CEO since March 2021. From March 2019 to March 2021, Ms. Pfeiffer was our Director of Real Estate and Lending. Prior to this role, Ms. Pfeiffer was our Head Project Manager from January 2016 to March 2019.

Director of Real Estate – Tim Lumpkin

Mr. Lumpkin has been of Director of Real Estate since March 2021. Prior to this role, Mr. Lumpkin was a Director of Real Estate for Iron Hill Brewery from March 2017 to March 2021 in Newark, Delaware. Prior to this, Mr. Lumpkin was the Director of Franchise and Corporate Real Estate, East Coast for Jersey Mike's Subs from June 2015 to June 2017 in Manasquan, New Jersey.

Vice President of Business Development – Derek Charello

Mr. Charello has been our Director of Marketing since April 2015.

Director of Franchise Development – Sidney H. Lee

Mr. Lee in a self-employed independent contract that has been working for us as the Director of Franchise Development, and Mr. Lee has held this role since January 2018. Prior to this, Mr. Lee worked has been the President at Choice Franchise Advisors in Bristow, Virginia since January 2013.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Site Selection Agreement

Site Selection Fee

You must pay to us a "Site Selection Fee" of $5,000 upon signing the Site Selection Agreement (Exhibit K to this Disclosure Document). If you then sign the Franchise Agreement, we will apply your Site Selection Fee against your initial franchise fee. The Site Selection Agreement not refundable and is fully earned by us upon receipt.

Franchise Agreement

Initial Franchise Fee

You must pay us an "Initial Franchise Fee" of $50,000 when you sign the Franchise Agreement. The initial franchise fee is imposed uniformly on all franchisees. The initial franchise fee is payable to us when you sign the Franchise Agreement and is not refundable. If you sign a Multi-Unit Development Agreement, the Initial Franchise Fee for your first Launch Trampoline Park will be $50,000, and the Initial Franchise Fee for your second and subsequent Launch Trampoline Park will be $50,000 each.

Technology Fee

Before you open your Launch Trampoline Park, you must pay us the "Technology Fee" of $388 per calendar month beginning in the month that you sign the Franchise Agreement. We will use the Technology Fee to open the email addresses associated with your Launch Trampoline Park.

Delayed Opening

Under the Franchise Agreement, you must have your Launch Trampoline Park open within 12 months after you sign the Franchise Agreement. If you are unable to open your Launch Trampoline Park within this 12-month period, you must pay us a delayed opening fee of $2,500 per calendar month for each month you fail to open your Launch Trampoline Park, not to exceed 6 months (the "Delayed Opening Fee"). The Delayed Opening Fee is payable upon demand and is not refundable.

Grand Opening Advertising

You must spend a minimum of $50,000 on the Grand Opening advertising to promote the opening of the Launch Trampoline Park ("Grand Opening Advertising"). You must spend at least $30,000 during the 30 days before you open your Launch Trampoline Park, and you must spend at least $20,000 during the 30 days following the opening of your Launch Trampoline Park. We reserve the right to require you to pay us all or a portion of the Grand Opening Advertising, and we will conduct the Grand Opening Advertising on your behalf. If we collect all or a portion of the Grand Opening Advertising amount, it is not refundable.

Late Notification Fee

For the opening of your Launch Trampoline Park, we will provide you with one of our trained representatives of our sole choice to your location. The trained representative will provide on-site pre-opening and opening training, supervision, and assistance to you for up to 5 calendar days around your Launch Trampoline Park's opening. You must notify us at least 21 days prior to the planned opening date. In the event of moving the opening date after the notification period, or failing to notify us within 21 days of the grand opening of the Launch Trampoline Park, we reserve the right to charge a non-refundable fee of $1,500 fee to cover our expenses ("Late Notification Fee").

Attraction and Proprietary Products Purchases

Manufacturing is the designated supplier of trampolines (including installation), various attractions equipment (ropes course, ninja course), mascot costume, and your logoed socks and you must purchase these items from them. We estimate that the cost of these purchases, including installation is $380,000 and $1,160,000. These amounts are not refundable.

Management Agreement

Pre-Opening Fee

If you sign a Management Agreement to have us manage the development and your Park, you must pay to Management a "Pre-Opening Fee" of $8,500 per calendar month beginning the date the Management Agreement is signed and ceasing the calendar month the Park commences operations, but such Pre-Opening Fee shall not exceed 4 full calendar months. The first payment shall made on execution of this Agreement and shall be prorated, and all subsequent payments of the Pre-Opening Fee is due upon the first day of the month. The Pre-Opening Fee is paid to us for conducting the pre-opening services described in Exhibit C to the Management Agreement.

Multi-Unit Development Agreement

If you agree to development, own, and operate more than one Park and you sign our Multi-Unit Development Agreement, you must pay to us a "Reservation Fee" which is payable in a lump sum when you sign the Multi-Unit Development Agreement. The Reservation Fee is $25,000 per Launch Trampoline Park you commit to develop under the Multi-Unit Development Agreement, not including the first Park, and it will be credited toward the Initial Franchise Fee for the second and subsequent Launch Trampoline Parks you commit to develop under the Multi-Unit Development Agreement. The Reservation Fee is fully earned by us when received and is not refundable.

Each time you sign a Franchise Agreement for the Launch Trampoline Park to be developed under the Multi-Unit Development Agreement, you must pay the remainder of the Initial Franchise Fee in a lump sum. You will sign the Franchise Agreement for your first Launch Trampoline Park at the same time you sign the Multi-Unit Development Agreement. The Reservation Fee is imposed uniformly on all multi-unit developers.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Sales	Weekly	Royalty Fees are calculated based on Gross Sales for the previous week ending Sunday. Amounts due will be withdrawn by EFT from your designated bank account. (See Note 1)
Brand Development Fund	1% of Gross Sales	Weekly	(See Note 2)
Local Advertising	Calendar Months 2, 3 and 4 of operation: at least $12,000 per month Calendar Month 5+ of operation: the greater of 5% of Gross Sales or $5,000 per month	Monthly	If you fail to spend the minimum amount, we may require you to deposit the difference between what you did spend and what you were required to spend with us, and we will deposit that amount into the Brand Development Fund.
Cooperative Advertising	Currently, not collected	As determined by Cooperative	If an advertising cooperative is formed for your area, you must join the cooperative. Any money you contribute to a cooperative will count toward your local advertising requirement, but will not exceed 2% of Gross Sales. (See Note 3)
Launch Conference Fee	$1,000 per attendee to attend $5,000 for failure to attend	When billed	You and your General Manager must attend the Launch Conference. If you and/or you General Manager fail to attend the Launch Conference, you must pay us $5,000 for your failure to attend the Launch Conference and for us to

Type of Fee	Amount	Due Date	Remarks
			provide you follow-up training to you and your General Manager.
Initial Training (For New or Replacement Employees)	Currently, $1,500 per person, plus costs	Before Training	Training for the first three people is provided at no additional charge. You will pay this amount if you request that we provide the Initial Training Program to any additional, new, or replacement employees.
Additional On-Site Training	Currently, $450 per day plus costs	When billed	If you request that we provide additional training at your Launch Trampoline Park, you must pay our daily fee for each trainer we send to your Launch Trampoline Park, and you must reimburse each trainer's expenses, including travel, lodging and meals.
Interest on overdue or late amounts	Lesser of 1.5% per month or the highest rate allowed by applicable law	Upon demand	Interest may be charged on all overdue amounts. Interest accrues from the original due date until the amount is paid in full.
Insufficient Funds Fee	$100 per occurrence	Upon demand	Payable only if there are insufficient funds in your account to process payment of fees owed to us, or if you charge back fees that were processed by us.
Audit Fee	Cost of audit (estimated to be between $3,000 and $5,000)	Upon demand	Payable only if we find, after an audit, that you have understated any amount you owe to us or Gross Sales by 2% or more. You must also pay the understated amount plus interest.
Product or Supplier Evaluation	Currently, $1,000	As incurred	If you request our approval of a particular product or supplier that we have not previously approved, or if a product we remove from your Franchised Business for testing does not meet our specifications or was purchased from an unapproved supplier.
Prohibited Product or Service Fee	$500 per violation per day	Upon demand	If you purchase or use anything from an unapproved supplier, or an unapproved item, then you must pay us this fee on demand. This is in addition to, and not in lieu of, any other remedy available to us under the Franchise Agreement.
Re-inspection Fee	Reimbursement for our expenses	As incurred	If any inspection of your Park reveals violations of our standards, you must reimburse us of our cost for any re-inspection or follow up visits to your Park to determine if all violations have been remedied.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	50% of our then-current initial franchise fee	Submitted with transfer application	No fee charged to an individual or partnership franchisee that transfers its rights, one time only, to a corporate entity controlled by the same interest holders.
Renewal	50% of our then-current initial franchise fee	Upon signing renewal franchise agreement	Your Franchise Agreement will renew automatically, and we will bill you for the renewal fee, unless you provide us with written notice that you do not wish to renew your agreement.
Liquidated Damages	The average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the termination date multiplied by the lesser of (a) 24, or (b) the number of months remaining in the term of Agreement if it had not been terminated	Within 15 days of termination	(See Note 4)
Computer Software Licensing	Currently, $1,000	Monthly	We will pass these fees through to the various third-party technology companies for the point-of-sale computer software, support, customer scheduling, and online ticket sales. See Item 8.
Misc. Software & Platform Fees	Currently, $10 - $80 per user	Monthly	We will pass these fees through to the various third-party technology companies. See Item 8.
Music Licenses	Currently, $2,500	Annually	We will pass these fees through to the various third-party technology companies. See Item 8.
Costs and Attorneys' Fees	Will vary under circumstances	Upon Demand	If you default under your agreement, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating your agreement.
Indemnification	Will vary under circumstances	Upon Demand	You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Franchised Business or for costs associated with defending claims that you used the trademarks in an unauthorized manner.
Repair, Maintenance, Remodeling, and Redecorating	Will vary under circumstances	As incurred	You may have to purchase certain items from us or our affiliates to update your Park as required under the Franchise Agreement, including updated attractions, décor, and other goods or equipment used in your Park. You are

Type of Fee	Amount	Due Date	Remarks
			not required to update your Park within the first 2 years of the term of the Franchise Agreement.
Insurance Reimbursement	Costs of insurance plus a 10% administrative fee	Upon Demand	If you fail to maintain the required insurance coverages, we may obtain insurance on your behalf, require you to reimburse us for the costs of the insurance, and charge you a 10% administrative fee for obtaining insurance on your behalf.
Management Fee	5% of Gross Sales, plus expenses	As incurred	We have the right to step in and manage your Franchised Business in certain circumstances, including your death, disability or prolonged abandonment.
Centralized Reservation, Ticket Sale and/or Call Center System	Proportionate share of the costs, approximately $165 to $350 per month	Monthly	We require you to participate in a centralized reservation, ticket sale, and/or call center system.
Mystery Shopper Service	Currently, not collected	Upon Demand	(See Note 5)
Proprietary Purchases	Will vary under circumstances	As incurred	You must purchase these items from our affiliate, Launch Manufacturing LLC.
Base Management Fees	2% of Gross Sales	Weekly	Only payable to Management Company if you sign the Management Agreement.
Performance Fee	Annual payment ranging from 0% to 20% of prior year's EBITDA	Annually	Only payable to Management Company if you sign the Management Agreement. "EBITDA" means earnings before interest, taxes, depreciation, and amortization.
Centralized Accounting Services Charge	$500	Monthly	Only payable to Management Company if you sign the Management Agreement.

All fees described in this Item 6 are uniformly imposed and are non-refundable. These fees are not negotiable.

Notes:

1. Royalty Fee. For the purposes of determining the fees to be paid under the Franchise Agreement, "Gross Sales" means the total selling price of all services and products and all income of every other kind and nature related to the Franchised Business, whether for cash or credit and regardless of collection in the case of credit. If a cash shortage occurs, the amount of Gross Sales will be determined based on the records of the point of sale system and any cash shortage will not be considered in the determination. Gross Sales expressly excludes taxes collected from your customers and paid to the appropriate taxing authority and customer refunds or adjustments.

We may authorize certain other items to be excluded from Gross Sales. Any exclusion may be revoked or withdrawn at any time by us. The Royalty Fee and Brand Development Fund contribution will be withdrawn from your designated bank account by electronic funds transfer ("EFT") on Wednesday of each week based on Gross Sales for the preceding week ending Sunday. If you do not report Gross Sales, we may debit your account for 120% of the last Royalty Fee and Brand Development Fund contribution that we debited. If the Royalty Fee and Brand Development Fund contribution we debit are less than the Royalty Fee and Brand Development Fund contribution you actually owe us, once we have been able to determine the true and correct Gross Sales for your Franchised Business, we will debit your account for the balance on a day we specify. If the Royalty Fee and Brand Development Fund contribution we debit are greater than the Royalty Fee and Brand Development Fund contribution you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following week.

In the Future if any state imposes a sales or other tax on the royalty fees, then we have the right to collect this tax from you.

If a state or local law applicable to your Franchised Business prohibits or restricts in any way your ability to pay Royalty Fees or other amounts based on Gross Sales derived from the sale of beer, wine and other alcoholic beverages at the Franchised Business, then the percentage rate for calculating Royalty Fees shall be increased, and the definition of Gross Sales shall be changed to exclude sales of alcoholic beverages, so that the Royalty Fees to be paid by you shall be equal to the amounts you would have had to pay if sales from beer, wine and other alcoholic beverages were included in Gross Sales. For example, if you generated $1,000 in Gross Sales, of which $200 is from the sale of alcoholic beverages, then your weekly Royalty Fee is $60 (6% x $1,000). If you are not permitted by law to pay Royalty Fees on the sale of beer, wine and other alcoholic beverages, then we must recalculate your royalty percentage so that you still pay the full Royalty Fee. In our example, we must deduct $200 from the Gross Sales and raise your royalty percentage to 7.5% so that we may collect the same $60 Royalty Fee ($1,000 - $200 = $800 x 7.5% = $60).

2. Brand Development Fund. We administer a Brand Development Fund on behalf of the System to provide national or regional creative materials or other marketing related materials or services for the benefit of the System. For more information, see Item 11.

3. Cooperative Advertising. Cooperatives will include all Launch Trampoline Parks located in a specific geographic area, whether owned by us, our affiliates or our franchisees. Each Launch Trampoline Park has one vote in the cooperative, except that no franchisee (or commonly controlled group of franchisees) may have more than 25% of the total vote, regardless of the number of Launch Trampoline Parks owned. No Cooperatives have been established as of the date of this Disclosure Document. For more information, see Item 11.

4. Liquidated Damages. Upon termination of the Franchise Agreement by us for cause, you will pay us within 15 days after the effective date of the Franchise Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in 2 full years), or (b) the number of months remaining in the Franchise Agreement had it not been terminated, whichever is lower.

5. Mystery Shopper Service. You must participate in any mystery shopper program we designate, and you may be required to pay a fee to participate in the program. If you do not receive a passing scare in connection with any mystery shopper program, you may be required to reimburse us for any costs or expenses we incur.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT Generation 2 Launch Trampoline Park				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Franchise Fee	$50,000	Lump Sum	On signing Franchise Agreement	Us
Delayed Opening Fee	$0 to $15,000	Monthly	As incurred	Us
Late Notification Fee	$0 to $1,500	Monthly	As incurred	Us
Security Deposits (1)	$0 to $100,000	As Arranged	As Arranged	Landlord, Utility Companies
Leasehold Improvements (2)	$650,000 to $1,300,000	As Arranged	As Arranged	Approved Contractors
Rent – 3 Months (3)	$36,000 to $165,000	As Arranged	Before Opening	Landlord
Start Up Equipment, Furnishings and Fixtures (4)	$200,000 to $260,000	As Arranged	As Arranged	Approved Suppliers
Attraction Costs (5)	$720,000 to $1,300,000	As Arranged	As Arranged	Us or our Affiliates
Computer System (6)	$15,000 to $20,000	As Arranged	As Arranged	Approved Suppliers
Insurance Start Up – 3 Months (7)	$20,000 to $25,000	As Arranged	As Arranged	Approved Suppliers
Permits and Licenses (not including liquor license) (8)	$400 to $10,000	As Arranged	As Arranged	Government Agencies
Signage (9)	$25,000 to $35,000	As Arranged	As Arranged	Approved Suppliers
Grand Opening Advertising (10)	$50,000 to $75,000	As Arranged	As Arranged	Approved Suppliers or Us
Blueprints (11)	$35,000 to $45,000	As Arranged	As Arranged	Architect
Travel & Lodging Expenses during Training (12)	$6,500 to $6,500	As Arranged	As Arranged	Airlines, Hotels, Restaurants, Employees
Professional Fees (13)	$2,000 to $4,000	As Arranged	As Arranged	Attorney, Accountant
Project Management Fees (14)	$15,000 to $30,000	As Arranged	As Arranged	Approved Suppliers
Management Fee (15)	$0 to $34,000	Monthly	Monthly	Us
Working Capital (16)	$50,000 to $100,000	As Arranged	As Arranged	Various
TOTAL	**$1,874,900 to $3,576,000**			

YOUR ESTIMATED INITIAL INVESTMENT Generation 3 Launch Trampoline Park				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Franchise Fee	$50,000	Lump Sum	On signing Franchise Agreement	Us
Delayed Opening Fee	$0 to $15,000	Monthly	As incurred	Us
Late Notification Fee	$0 to $1,500	Monthly	As incurred	Us
Security Deposits (1)	$0 to $200,000	As Arranged	As Arranged	Landlord, Utility Companies
Leasehold Improvements (2)	$750,000 to $1,750,000	As Arranged	As Arranged	Approved Contractors
Rent – 3 Months (3)	$120,000 to $180,000	As determined by Landlord	Before Opening	Landlord
Start Up Equipment, Furnishings and Fixtures (4)	$305,000 to $505,000	As Arranged	As Arranged	Approved Suppliers
Attraction Costs (5)	$720,000 to $1,300,000	As Arranged	As Arranged	Us or our Affiliates
Computer System (6)	$15,000 to $20,000	As Arranged	As Arranged	Approved Suppliers
Insurance Start Up - 3 Months (7)	$20,000 to $25,000	As Arranged	As Arranged	Insurance Companies
Permits and Licenses (not including liquor license) (8)	$1,000 to $15,000	As Arranged	As Arranged	Government Agencies
Signage (9)	$25,000 to $50,000	As Arranged	As Arranged	Approved Suppliers
Grand Opening Advertising (10)	$50,000 to $75,000	As Arranged	As Arranged	Approved Suppliers or Us
Blueprints (11)	$35,000 to $75,000	As Arranged	As Arranged	Architect
Travel & Lodging Expenses during Training (12)	$6,500 to $6,500	As Arranged	As Arranged	Airlines, Hotels, Restaurants, Employees
Professional Fees (13)	$2,000 to $4,000	As Arranged	As Arranged	Attorney, Accountant
Project Management Fees (14)	$15,000 to $30,000	As Arranged	As Arranged	Approved Suppliers
Management Fee (15)	$0 to $34,000	Monthly	Monthly	Us
Working Capital (16)	$75,000 to $125,000	As Arranged	As Arranged	Various
TOTAL	**$2,189,500 to $4,461,000**			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment.

Notes:

1. ***Security Deposits***. We expect that you will need to pay deposits for your local utilities, such as telephone, electricity and gas, and your landlord may require you to pay a security deposit. The amount of your deposits will depend, in part, on your credit rating and the policies of the individual utility companies and the terms of your lease.

2. ***Leasehold Improvements***. The cost of leasehold improvements will vary depending on numerous factors, including: (i) the size and configuration of the premises; (ii) pre-construction costs (such as demolition of existing walls and removal of existing improvements and fixtures); and (iii) cost of materials and labor, which may vary based on geography and location. These amounts are based on the cost of adapting our prototypical architectural and design plans to remodel and finish-out of Launch Trampoline Parks and the cost of leasehold improvements. These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials and whether you must use union labor. These costs may also vary depending on whether certain of these costs will be incurred by the landlord. Our estimate does not include any tenant improvement allowance that you may negotiate, as this is impossible for us to predict.

3. ***Rent***. If you do not own adequate property, you must lease the property for your business. The typical size for a Launch Trampoline Park is 17,000 to 80,000 square feet. The costs will vary widely and may be significantly higher than projected in this table depending on factors such as property location, population density, economic climate, prevailing interest rates and other financing costs, conditions of the property and extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish a Launch Trampoline Park.

   Landlords may vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, the lease may require you to pay common area maintenance ("CAM Charges") charges, your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. The actual amount you pay under the lease will vary depending on the size of the property, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region that you will open your Launch Trampoline Park within.

   If you choose to purchase real property on which to build your Launch Trampoline Park, your initial investment will probably be significantly higher than what we estimate above. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

4. ***Start Up Equipment, Furnishings and Fixtures***. Our estimate includes the installed trampoline areas for your Franchised Business and a video surveillance camera system/security system. Additional equipment you will need for your food and refreshments facilities, including reach-in refrigerators and freezers, pizza ovens, prep tables, convection oven, ice maker, microwaves and small wares. You will also need tables, chairs and décor items. A comprehensive list of these items may be obtained from us.

5. ***Attractions Costs.*** This estimates the various attractions equipment. You will pay between $380,000 and $1,160,000 to our affiliate for your trampolines (including installation), ropes course and ninja course.

6. ***Computer System***. You must purchase the computer system that we specify. A list of our current specifications may be obtained from us.

7. ***Insurance***. You must have the insurance that we specify for your Launch Trampoline Park at all times during the term of your Franchise Agreement.

8. ***Permits and Licenses – not including liquor license***. Our estimate includes the cost of obtaining local business licenses which typically remain in effect for one year. The cost of these permits and licenses will vary substantially depending on the location of your Launch Trampoline Park. You should consult the appropriate governmental authority concerning the availability of required licenses and the associated expenses for your Launch Trampoline Park before you sign a Franchise Agreement.

9. ***Signage***. These amounts represent your cost for your interior and exterior signage. Your landlord or your local ordinances may have different restrictions it places on interior and exterior signage which may affect your costs. Additionally, our estimate does not include the cost of replacing any signage if you enter into an optional contract with a celebrity athlete.

10. ***Grand Opening Advertising***. You must conduct the Grand Opening Advertising as described in Item 5. We require you spend at least $50,000, but you may choose to spend more.

11. ***Blueprints***. You must hire an architect to create construction drawings that are specific to your approved location and that incorporate our specifications and requirements. We reserve the right to approve the Architect or we may specify the architect you must use. All proposed plans and drawings are subject to our approval before construction may begin, and any changes proposed during construction must also be approved by us.

12. ***Travel and Lodging Expenses While Training***. These estimates include only your out-of-pocket costs associated with attending our initial training program, including travel, lodging, meals and applicable wages for the first three trainees. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation. The lower end of our estimate assumes that the trainees live within driving distance of our training facility.

13. ***Professional Fees***. We strongly encourage you to retain an attorney and/or an accountant to assist you with evaluating this franchise offering, and with negotiating your lease or purchase agreement for the approved location.

14. ***Project Management Fees***. This is used during the construction phase to coordinate between vendors, the corporate office, your general contractor, and subcontractors.

15. ***Management Agreement***. Only payable if you and Management Company sign the Management Agreement.

16. ***Working Capital***. We relied on our experience as a franchisor (since 2013) and affiliates experience operating Launch Trampoline Parks (since 2012) when preparing these estimates. This estimates your initial startup expenses for an initial three-month period, not including payroll costs, and does not include any revenue that your Launch Trampoline Park may earn in the first three months of operation. These figures are estimates only and we cannot guarantee that you will not have additional expenses starting your business. Your expenses will depend on factors such as how well you follow our methods and procedures, your management skill, the quality of the staff you hire and must manage, experience and business acumen, local economic conditions (such as the local market for our products or services), the prevailing wage rate, competition and the sales level reached during

the initial period. These are only estimates and your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations. The costs outlined in this Item 7 are not intended to be a forecast of every cost that you could incur or costs to any particular franchisee. We relied on our Affiliate's experience in operating a Launch Trampoline Park since 2012 to formulate the estimate for the additional funds.

YOUR ESTIMATED INITIAL INVESTMENT – MULTI-UNIT OPERATOR

If you become a Multi-Unit Operator, you will pay a Reservation Fee. The Reservation Fee is fully earned by us when received and is not refundable or credited against any other fees you must pay to us.

For example, if you sign a Multi-Unit Operator Agreement to open three Parks under separate Franchise Agreements, the following chart shows your estimated initial investment, based on the first table of this Item 7.

YOUR ESTIMATED INITIAL INVESTMENT MULTI-UNIT DEVELOPMENT AGREEMENT DEVELOPMENT OF 3 FRANCHISED BUSINESSES				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Reservation Fee (1)	$75,000	Lump Sum	On signing Multi-Unit Development Agreement	Us
Vehicle (2)	$2,000 to $2,500	As arranged	As incurred	Suppliers
Costs for First Park (3)	$1,875,400 to $3,723,200	Various	Various	Various
Total	**$1,952,400 to $3,800,700**			

In general, none of the expenses listed in the above chart are refundable. We do not finance any portion of your initial investment.

Notes:

1. ***Reservation Fee; Initial Franchise Fee***. The Reservation Fee is equal to $25,000 per the total number of Launch Trampoline Parks you commit to develop under the Multi-Unit Development Agreement. Our estimate assumes you will develop three Launch Trampoline Parks. See Item 5.

2. ***Vehicle***. We anticipate that you will need a vehicle to view potential sites and to oversee the build-out of the Launch Trampoline Park. Our estimate includes three months of expenses for gas, maintenance and vehicle payments.

3. ***Other Expenditures for First Franchised Business***. These are the estimates to build-out your first Launch Trampoline Park. Costs associated with building out additional Parks are subject to factors that we cannot estimate or control, such as inflation, increased labor costs or increased materials costs. There are no other expenditures required of the Multi-Unit Developer.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that the highest degree of quality and service is maintained, you must operate your Launch Trampoline Park in strict conformity with our methods, standards and specifications, as set forth in the confidential operations manual ("Operations Manual") or otherwise in writing by us. You must not deviate from these methods, standards and specifications without our prior written consent. We will periodically revise the contents of the Manual and notify you of these changes through monthly formal communications (ex. Monthly webinar, monthly owner's calls, etc.) supplemented with outreach from our Business Support Analysts. You will be given a reasonable amount of time to comply with revisions. You must at all times make sure that your copy of the Manual is kept current and up to date. We will provide updated copies of the Manual electronically via our digital asset platform

You must maintain in sufficient supply (as we may prescribe in the Manual or otherwise in writing) and use at all times. Only the products purchased from suppliers designated or approved by us and any other products, materials, supplies, paper goods, fixtures, furnishings, equipment, signs and food items that conform with our standards and specifications. You must not deviate from those standards and specifications by the use of non-conforming items without our prior written consent.

You must sell and offer for sale only those products and services that we have expressly approved for sale in writing. You must offer for sale all products and services required by us in the manner and style we require. We do not control the prices at which you sell any items. You must discontinue offering for sale any products and services we may disapprove in writing at any time. We can, and expect to, modify our standards and specifications as we deem necessary. We will provide you notice in the Manual or other methods (such as by e-mail) of any changes in the standards and specifications. A comprehensive list of these items may be obtained from us.

You must permit us or our agents, at any reasonable time, as solely determined by us, to remove a reasonable number of samples of food or non-food items from your inventory or from the Launch Trampoline Park free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current standards and specifications. In addition to any other remedies we may have, we may require you to pay for the testing (currently $1,000 per test) if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications.

You must purchase and install, at your expense, all fixtures, furnishings, equipment, décor and signs as we may reasonably direct; and you must not, without our prior written consent, install or permit to be installed any fixtures, furnishings, equipment, décor, signs or other items not previously approved as meeting our standards and specifications. You must purchase computer software and hardware in accordance with our specifications and from approved suppliers.

If you wish to purchase, lease or use any products or other items for your Launch Trampoline Park, or purchase from an unapproved supplier, you must submit a written request for approval, or must request the supplier to do so, together with payment of our inspection fee (currently $1,000). We must approve any product or supplier in writing before you make any purchases of that product or from that supplier. We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered either to us or to an independent laboratory for testing. We reserve the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards. Our supplier approval procedure does not obligate us to approve any particular supplier. We will notify you within 30 days after we complete the inspection and evaluation process of our approval or disapproval of any proposed supplier. If the supplier meets our criteria, we shall permit you to contract directly with the approved supplier.

We are not required to make available to you or to any supplier the criteria for product or supplier approval that we deem confidential.

We reserve the right to develop for use in the System certain products which are proprietary and which bear the Marks. We anticipate the introduction of new or improved products and services for our franchisees and their customers. The importance of quality and uniformity of production and the significance of those products in the System, it is to your and our benefit that we closely control the production and distribution of those products. Therefore, if we develop proprietary products, you will use only our proprietary products and will purchase those items only from us or from the supplier we designate.

We are an approved supplier of some Launch branded merchandise you must purchase or lease. During the fiscal year ended December 31, 2020, we generated $341,007 in gross revenue from the sale of Launch branded merchandise, which as 22% of our total revenue of $1,524,650. Currently Launch Manufacturing LLC is the designated supplier of trampolines (including installation), ropes course, ninja course, mascot costume, and logoed socks and you must purchase these items from them. We reserve the right to earn a profit from the sale of these items to our franchisees. During the fiscal year ended December 31, 2020, Launch Manufacturing LLC generated $955,039.00 in revenue from franchisee purchases. Robert Arnold and Travis Kososki have an ownership interest in Launch Manufacturing LLC. None of our officers has an ownership interest in any other approved supplier.

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System. As of the date of this Disclosure Document, there are no purchasing or distribution cooperatives for any of the items described above in which you must participate. We may or may establish these in the future.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply certain products, equipment, or services to some or all of the Launch Trampoline Parks in our System. We do not provide any material benefit to franchisees for use of approved suppliers. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System in our sole opinion.

We have the right to collect and retain any and all allowances, rebates, credits, incentives, or benefits (collectively, "Allowances") offered by manufacturers, suppliers, and distributors to you, to us, or to our affiliates, based upon your purchases of products and services from manufacturers, suppliers, and distributors. We or our affiliates will have all of your right, title, and interest in and to any and all of these Allowances. We or our affiliates may collect and retain any or all of these Allowances without restriction (unless otherwise instructed by the manufacturer, supplier, or distributor). During the fiscal year ended December 31, 2020, we received $148,730 from allowances and purchases in the form of rebates from required purchases or 10% of our total revenue of $1,524,650.

We estimate that your purchases from us or approved suppliers, or that must conform to our specifications, will represent approximately 80% to 85% of your total Attractions Equipment purchases in establishing your Launch Trampoline Park, and approximately 70% to 80% of your total vendor purchases in the continuing operation of your Launch Trampoline Park.

When determining whether to grant new or additional franchises to existing franchisees many factors are considered by us, including compliance with the requirements described above.

Insurance

You must obtain and maintain at your own expense the insurance coverage that we or your landlord periodically require, and you must meet the other insurance-related obligations during the term of the Franchise Agreement. Our insurance requirements are included in the Operations Manual and may change over time.

As of the date of this Disclosure Document, you must have the following insurance coverages: (1) general liability coverage in the amount of $1,000,000 per occurrence and $2,000,000 aggregate; (2) "all risks" coverage for the full cost of replacement of the premises and all other property in which we may have an interest with no coinsurance clause; (3) business interruption insurance in a sufficient amount to cover profit margins, maintenance of competent and desirable personnel and fixed expenses for a period of at least 90 days; (4) workers' compensation and employer liability insurance in amounts required by applicable law, but not less than $500,000; (5) an umbrella liability policy with limits of not less than $5,000,000; and (6) other insurance required by the state or locality in which your Launch Trampoline Park is located and operated or as may be required by the lease or mortgage for the premises. Also, related to any construction, renovation or remodeling of the Launch Trampoline Park, you must maintain builders' risks insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory to us. These requirements are subject to change by us, without notice.

We may require you to obtain insurance coverage for other risks or increase the required amount of coverage and require different or additional insurance during the Franchise Agreement term. Your premiums depend upon the insurance carrier's charges, terms of payment and your history. Each insurance policy must: (1) Launch Franchising LLC as an additional named insured and contain a waiver of all subrogation rights against us; (2) provide for 30 days' prior written notice to us of any material modification, cancellation, or expiration of such policy; (3) provide that coverage applies separately to each insured against whom a claim is brought; (4) contain no provision which limits coverage in the event of a claim by a party who is indemnified under the Franchise Agreement; (5) be primary; and (6) extend to and provide indemnity for all obligations assumed by you under the Franchise Agreement. We must approve your insurance carriers.

If you do not obtain and maintain the insurance coverages that we require, we may (but are not obligated to) obtain insurance on your behalf. If we do this, you must reimburse the premium costs we incur on your behalf plus a 10% administrative fee.

Marketing Materials

Before you use them, you must send us for approval samples of all advertising, promotional and marketing material which we have not prepared and/or previously approved. We will have 15 days after receipt of the proposed materials to approve or disapprove of them. Unless you receive our specific approval of the proposed materials, they are deemed not approved. You may not use any advertising or promotional materials that we have disapproved. Any materials you submit to us for our review will become our property for the benefit of the system, and there will be no restriction on our use or distribution of these materials. You must include certain language on your advertising and marketing materials as we require, such as "Franchises Available" and our website address and telephone number.

Site Approval and Development

Your Launch Trampoline Park must be at a site that we have approved. We will not unreasonably withhold our approval of a site that meets our minimum criteria for your Launch Trampoline Park premises. Our approval doesn't assure or guarantee your success in that site. Any lease or sublease for an approved

site must be in a form satisfactory to us and must include a signed copy of the Collateral Assignment of Lease which is attached as Exhibit D to the Franchise Agreement.

You must prepare all required construction plans to suit the shape and dimensions of the approved premises and that must incorporate our specifications and requirements. You must make sure that your plans and specifications comply with applicable law (including the Americans with Disabilities Act), ordinances, all building codes, permit requirements and lease requirements and restrictions. We will provide you with our mandatory and suggested specifications and requirements for a Launch Trampoline Park, including requirements for dimensions of the premises, design, image, décor, layout, signs, furniture, fixtures, equipment and color scheme. We must review and approve all construction plans before you begin to construct the Launch Trampoline Park to make sure that they meet our design requirements. Our review of your plans is only meant to determine that the plans comply with our requirements for the appearance of a Launch Trampoline Park and presentation of the Marks, and is not meant to assess compliance with any applicable law, ordinance or building code. We may inspect the Launch Trampoline Park during its construction. You may not open your Franchised Business until we have given our prior written approval.

Management Agreement

You are not required to use a third-party entity to assist in the development and operation of your Launch Trampoline Park; however, if you do wish to engage a management company, Management Company is the sole designated supplier for those services and you must sign the Management Agreement at the same time you sign the Franchise Agreement.

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 Agreements	Disclosure Document Item
a. Site selection and acquisition/lease	Franchise Agreement: Section 4 MUDA: Section 2 Site Selection Agreement: Sections 2, 4, and 5	Items 7, 8 and 11
b. Pre-opening purchases/leases	Franchise Agreement: Section 4	Items 5, 7 and 11
c. Site development and other pre-opening requirements	Franchise Agreement: Section 4	Items 8 and 11
d. Initial and ongoing training	Franchise Agreement: Section 5	Items 5, 6, 7 and 11
e. Opening	Franchise Agreement: Section 4 MUDA: Section 1	Item 11
f. Fees	Franchise Agreement: Sections 10, 12, 16, 17 and 19 MUDA: Section 3 Site Selection Agreement: Section 3 Management Agreement: Section 3	Items 5, 6, 7 and 11

Obligation	Section in Agreements	Disclosure Document Item
g. Compliance with standards and policies/Operating Manual	Franchise Agreement: Sections 5.4 and 11	Item 11
h. Trademarks and proprietary information	Franchise Agreement: Sections 6, 7, 8 and 9	Items 13 and 14
i. Restrictions on products/services offered	Franchise Agreement: Section 11	Items 8 and 16
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quotas	MUDA: Section 1	Not applicable
l. Ongoing product/service purchases	Franchise Agreement: Section 11	Item 8
m. Maintenance, appearance and remodeling requirements	Franchise Agreement: Sections 4.10 and 11.1	Item 6
n. Insurance	Franchise Agreement: Section 11.9	Items 6 and 8
o. Advertising	Franchise Agreement: Sections 4.8 and 12	Items 6, 8 and 11
p. Indemnification	Franchise Agreement: Sections 6.5 and 15 MUDA: Section 9 Management Agreement: Section 9	Item 6
q. Owner's participation/ management/staffing	Franchise Agreement: Section 11.8 MUDA: Section 1	Items 11 and 15
r. Records/reports	Franchise Agreement: Section 13	Item 11
s. Inspections/audits	Franchise Agreement: Section 14	Items 6 and 8
t. Transfer	Franchise Agreement: Section 16 MUDA: Section 6 Management Agreement: Section 7	Items 6 and 17
u. Renewal	Franchise Agreement: Section 17 MUDA: Section 1	Items 6 and 17
v. Post-termination obligations	Franchise Agreement: Section 19 MUDA: Section 5 Management Agreement: Section 2.5	Item 17
w. Non-competition covenants	FA: Sections 9, 16.3 and 19.4 MUDA: Section 5 Site Selection Agreement: Section 6	Item 17
x. Dispute resolution	Franchise Agreement: Section 20 MUDA: Section 8 Management Agreement: Sections 8 and 10	Item 17

Obligation	Section in Agreements	Disclosure Document Item
x. Liquidated Damages	Franchise Agreement: Section 19 Management Agreement: Section 2.3	Item 6

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, Launch Franchising, LLC is not required to provide you with any assistance.

Pre-Opening Obligations

Multi-Unit Development Agreement: Before you begin operating under the Multi-Unit Development Agreement, we will provide you with the following assistance:

1. We will grant you the exclusive rights to a Development Territory within which you will assume the responsibility to establish an agreed upon number of Launch Trampoline Parks under separate Franchise Agreements and according to an agreed-upon schedule. (Multi-Unit Development Agreement – Section 1.)

2. We will grant you exclusive rights to establish an agreed upon minimum number of Franchised Businesses at locations we approve within the Development Territory. (Multi-Unit Development Agreement – Section 4.)

Franchise Agreement: Before you open your Launch Trampoline Park, we will:

1. Approve sites that meet our requirements. You must submit to us the information we require, including demographic, commercial, and other information and photographs, for the site at which you propose to establish and operate the Launch Trampoline Park. In approving or disapproving any proposed site, we will consider the matters we deem material, such as demographic characteristics of the proposed site, traffic patterns, parking, the predominant character of the neighborhood, competition from other businesses providing similar services within the area (including other Launch Trampoline Parks), the number of households, income levels, population, the purchase price or lease terms for the proposed site and other commercial characteristics, the size of the premises, appearance, and other physical characteristics of the proposed site. We do not have to state the reasons we either approve or disapprove of any specific site. If you do not locate a suitable site within 180 days after you sign the Franchise Agreement, we may terminate the Franchise Agreement (Franchise Agreement – Section 4.1.)

2. Approve a lease or purchase agreement for the approved site, if the lease or purchase agreement meets our criteria. We do not have to state the reasons we either approve or disapprove of any specific lease. If we do not notify you of our approval or disapproval a proposed lease or purchase agreement within 30 days, it shall be deemed approved. (Franchise Agreement – Section 4.2.) At

our request, you and your landlord must sign a Collateral Assignment of Lease, in the form attached to the Franchise Agreement as Exhibit D.

3. Furnish specifications and requirements for design, decoration, layout, equipment, furniture, fixtures, color scheme, signs and other operating materials needed for the Launch Trampoline Park to open. We will approve your construction plans if they meet our requirements. (Franchise Agreement – Section 4.3.) Our review of your construction plans is not meant to assess compliance with any applicable laws, ordinances, or building codes. Our review of your proposed plans is only to verify that your Launch Trampoline Park will be built out according to our specifications for design, appearance and presentation of the Marks.

4. Loan you for your sole use one copy of the Manual for the term of the Franchise Agreement in any format we choose. (Franchise Agreement – Section 5.4.)

5. Train up to three people in the operation of your Launch Trampoline Park. We will also provide one of our representatives to assist with opening your Launch Trampoline Park for up to five days. If you are opening your second or later Launch Trampoline Park, we reserve the right to not provide opening assistance. (Franchise Agreement – Section 5.)

6. Approve or disapprove the Grand Opening Advertising you must conduct for the Launch Trampoline Park. (Franchise Agreement – Section 4.8.) At our request, you must give us the money for the Grand Opening Advertising and we will conduct this marketing for you.

7. If you sign the Management Agreement, Management Company will provide the Pre-Opening Services, which includes the following: assist in the recruiting, training and employing of Franchisee's employees; incorporate the reservation system required under the Franchise Agreement; incorporate the Computer System required under the Franchise Agreement; purchase opening supplies, equipment and inventory; conduct pre-opening marketing; procure licenses and permits needed to operate the Launch Trampoline Park; conduct incidental to the preparation and organization of the Launch Trampoline Park's operations which Manager deems reasonably required for the Launch Trampoline Park to be adequately staffed and capable of operating on the Opening Date and during the first operating year; conduct centralized accounting services; and otherwise take steps necessary to develop the Launch Trampoline Park in conformance with the Franchise Agreement. (Management Agreement – Section 1 and Exhibits B and D).

Continuing Obligations

Franchise Agreement: During the operation of your Launch Trampoline Park, we will do the following:

1. Furnish guidance to you with respect to: (i) specifications, standards and operating procedures utilized by Launch Trampoline Parks and any modifications of them; (ii) purchasing approved equipment, fixtures, signs, inventory, and operating materials and supplies; (iii) developing and implementing local marketing and promotional programs; (iv) administrative, bookkeeping, accounting, inventory control, and general operating and management procedures of Launch Trampoline Parks; and (v) establishing and conducting employee training programs at the Launch Trampoline Park. This guidance will be furnished in the form of updates to the Manual, bulletins, written reports and recommendations, other written materials (including e-mail), refresher training programs and/or periodic telephone consultations, consultations at our offices or at your Launch Trampoline Park. (Franchise Agreement – Section 5.3.)

2. Additional training and assistance on-site at your Launch Trampoline Park at your request. You must pay our then-current per diem fee for each trainer we send to you, and you must reimburse our trainers' expenses, including travel, lodging and meals. We may also provide periodic refresher training. (Franchise Agreement – Sections 5.1. and 5.2.)

3. License to you the right to use the Marks and certain copyrighted works and will indemnify you from certain claims relating to your use of the Marks (Franchise Agreement – Sections 6 and 7.)

4. Maintain the Brand Development Fund that was established in 2018. (Franchise Agreement – Section 12.1.)

5. Designate the minimum and/or maximum prices that you may charge for the products and services offered at your Launch Trampoline Park, as permitted by applicable law. Currently we have not set the minimum and/or maximum prices. (Franchise Agreement – Section 11.4.)

6. Indemnification against and reimbursement for all damages for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts), if you and your Owners have fully complied with the terms of the Franchise Agreement. (Franchise Agreement- Section 6.5.)

7. If you sign the Management Agreement, Management Company will provide the Pre-Opening Services, which includes the following: operate the Launch Trampoline Park in conformance with the terms of the Franchise Agreement; keep the Launch Trampoline Park in good working order; control expenses; maximize operating income; supervise the Launch Trampoline Park; meet with you monthly to review operations and performance of the Launch Trampoline Park; supervise and direct all marketing in conformance with the Franchise Agreement; purchase, supervise and management the inventory and supplier of the Launch Trampoline Park; manage accounts payable and receivable; management capital improvements; conduct information systems; continue to recruit, employ, relocate, pay, supervise, and discharge Franchisee's employees; maintain books and records; negotiate and enter into service contracts; cooperate with you and a prospective buyer if you desire to sell your Launch Trampoline Park; collect payments; engage professionals as needed (such as accountants); pay taxes; obtain and maintain licenses and permits needed to operate your Launch Trampoline Park; pay expenses; oversee parking operations; cooperate with Franchisee's accountants, auditors and advisors; and conduct centralized accounting services. (Management Agreement – Section 1 and Exhibits C & D).

Brand Development Fund

The brand marketing fund ("Brand Development Fund") was created in fiscal 2018, for brand development, advertising, marketing and public relations programs that we believe are necessary or appropriate to promote Launch Trampoline Parks. You must contribute up to 1% of your Gross Sales to the Brand Development Fund each week once the Brand Development Fund is established. Any Launch Trampoline Parks owned and operated by us or our affiliates will contribute to the Brand Development Fund on the same basis as you.

We will direct all advertising and public relations programs financed by the Brand Development Fund with sole discretion over the creative concepts, materials, and endorsements it uses, and the geographic, market, and media placement and allocation of it. The Brand Development Fund may be used to pay the costs of developing advertising ideas and concepts; developing market research and merchandising programs; preparing advertising campaigns; developing promotional ideas and strategies; preparing collateral creative materials; preparing advertisements; preparing public relations campaigns;

providing technical and professional advice in connection with any of the above including all labor costs associated with this marketing activity; and placement of advertising. We may receive reimbursement from the Brand Development Fund to cover administrative costs and overhead we may incur, including salary costs of employees working exclusively for the Brand Development Fund and collecting and accounting for contributions to the Brand Development Fund (including attorneys' fees). The Brand Development Fund will not otherwise benefit us.

You must participate in all advertising and public relations programs conducted by the Brand Development Fund. The Brand Development Fund may furnish you with samples of certain marketing, advertising and promotional formats and other materials without charge. The Brand Development Fund may place advertising in any media, including print, radio and television. The coverage is typically regional and national in nature. Advertising may be developed in-house and/or by regional and national advertising agencies. We are not obligated to spend any amount on advertising in your area or territory not in relation to the Brand Development Fund. We will not spend any contributions to the Brand Development Fund on advertising that is principally a solicitation of new franchisees.

The Brand Development Fund will be held in an account that is separate from our other funds. We may spend in any fiscal year an amount greater or less than the aggregate contribution of all Launch Trampoline Parks to the Brand Development Fund in that year and the Brand Development Fund may borrow from us or at our election other lenders at standard commercial interest rates to cover deficits of the Brand Development Fund or cause the Brand Development Fund to invest any surplus for future use by the Brand Development Fund. Any money remaining in the Brand Development Fund at the end of any year will carry over to the next year. We will prepare, and furnish to you upon written request, an annual statement of money collected, and costs incurred by the Brand Development Fund. We are not required to have the Brand Development Fund, or any annual statements, audited.

You authorize us to collect for payment to the Brand Development Fund any advertising or promotional monies or credits offered by any supplier based upon purchases from that supplier by Launch Trampoline Parks in the System. Any advertising or promotional monies or credits we collect from any supplier based upon your purchases from that supplier will not count toward your required contribution to the Brand Development Fund.

We may have the Brand Development Fund incorporated or operated through an entity separate from us that we solely select, at any time we deem appropriate, and the successor entity will have all our rights and duties as described in this section and in the Franchise Agreement.

The Brand Development Fund is intended to maximize recognition of the Marks and patronage of Launch Trampoline Parks broadly. Although we will try to use the Brand Development Fund to develop advertising and marketing materials and programs, and to place advertising, to benefit all Launch Trampoline Parks franchisees, we have no obligation to make sure that expenditures by the Brand Development Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Development Fund by the Launch Trampoline Parks operating in that geographic area, or that any Launch Trampoline Park will benefit directly or in proportion to its contribution to the Brand Development Fund from the development of advertising and marketing materials or the placement of advertising. Your failure to derive this benefit will not serve as a basis for a reduction or elimination of your obligation to contribute fully to the Brand Development Fund. We have no fiduciary obligation to you or any other Launch Trampoline Park in connection with the establishment of the Brand Development Fund or the collection, control or administration of monies paid into the Brand Development Fund. Except as expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation to you or your organization with respect to the maintenance, direction, or administration of the Brand Development Fund. (Franchise Agreement – Section 12.1)

We have the right to terminate the Brand Development Fund at any time. We will not terminate the Brand Development Fund until all money in the Brand Development Fund has been spent for advertising and promotional purposes. If we choose to terminate the Brand Development Fund, we also have the right to reinstate it at any time, and any reinstated Brand Development Fund will be maintained as described above.

Grand Opening Advertising

You agree to spend $50,000 on the Grand Opening Campaign. You agree to spend $30,000 during the 30 day period before, and $20,000 during the 30 days period following, the opening of the Launch Trampoline Park. Your Grand Opening Campaign must include giveaways we specify, including, but not limited to, coupons, promotional tickets, and print advertising. The Grand Opening Campaign shall be in addition to advertising and promotion conducted pursuant to this Agreement, shall utilize marketing and public relations programs and media and advertising materials approved by us, and shall be conducted in accordance with our specifications and standards. In our discretion, we may require you pay to us all or a portion of the required funds for the Grand Opening Campaign, and we will conduct all or a portion of the Grand Opening Campaign on your behalf. In the event we collect this money from you, we will provide an accounting of the spending of these funds to you.

Local Advertising

You must conduct local advertising and promotional programs in your Territory to promote your Launch Trampoline Park. During the 2nd, 3rd, and 4th calendar months of operation, you must spend a minimum of $12,000 per month in local advertising, and during the 5th and subsequent calendar months during the term of the Franchise Agreement you must spend the greater of 5% of Gross Sales or $5,000 each month on your local advertising. Within 30 days after our request, you must provide us with a report detailing your local advertising activities. The information we may request includes verification copies of your advertising. If you fail to spend the required amount, we may require you to pay us the difference between the amount spent and the amount you had to spend, and we will deposit that amount in the Brand Development Fund. The amounts you spend for local advertising and promotion do not include any reimbursed expenses or direct expenses paid by a supplier of your Launch Trampoline Park. (Franchise Agreement – Section 12.2).

Any advertising or marketing materials you propose to use that have been prepared by or for you, or that we have not approved in the immediately preceding 12 month period, must be submitted to us for our review before you may use them. We will have 15 days after receipt of these materials to approve or disapprove of them. If we do not provide our specific approval of your materials, they are deemed not approved. Any advertising or promotional materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials.

At our request, you must include certain language in your local advertising, including “Franchises Available” and our Website address and telephone number.

Advertising Cooperatives

We may designate any geographic area in which two or more Launch Trampoline Parks are located as an area for purposes of establishing an advertising Cooperative, or we may approve of the formation of an advertising Cooperative by our franchisees. The members of the Cooperative for any area will consist of all franchised Launch Trampoline Parks, and may include Launch Trampoline Parks operated by us or our affiliates. We have the right to form, dissolve, merge or change the structure of the Cooperatives. Each

Cooperative will be organized for the exclusive purposes of administering advertising programs and developing, subject to our approval as described above, promotional materials for use by the members in local advertising. If a Cooperative has been established for a geographic area where your Launch Trampoline Park is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must become a member of the Cooperative. You will not have to participate in more than one Cooperative. If the Cooperative will operate according to written documents, we must approve of these documents, and a copy of the Cooperative documents applicable to the geographic area in which your Launch Trampoline Park will be located will be provided to you if you request it. We may make ongoing modifications to our advertising cooperative and we will communicate these changes to you in a variety of ways, including through changes in our Operational Manuals.

Any contributions you make to a Cooperative will count toward and not exceed your 4% local advertising requirement, but if the amount you contribute to a Cooperative is less than the amount you must spend on local advertising, you must still spend the difference locally. All contributions to the Cooperative will be maintained and administered in accordance with the documents governing the Cooperative, if any. The Cooperative will be operated solely as a conduit for the collection and expenditure of the Cooperative fees for the purposes outlined above. The Cooperative is not required prepare an annual financial statement.

Each Cooperative member, including us or our affiliates, will have one vote on all Cooperative matters, but no franchisee (or commonly controlled group of franchisees) will have greater than 25% of the total vote.

Advisory Council

We may, in our discretion, form an advisory council to work with us to improve the System, the products and services offered by Launch Trampoline Parks, advertising conducted by the Brand Development Fund, and any other matters that we deem appropriate. If an advisory council is formed it will act solely in an advisory capacity and will not have decision making authority. We will have the right to form, change, merge or dissolve any advisory council. The advisory council will include our representatives and franchisee representatives. Franchisee representatives may be selected by us or may be elected by other franchisees in the System. If you participate in an advisory council, you will pay any expenses you incur related to your participation, which may include travel, lodging and meals expenses if you must travel to attend meetings

Website / Intranet

We alone may establish, maintain, modify or discontinue all internet, world wide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators ("URLs") and, if we do, we may design and provide for the benefit of your Launch Trampoline Park a "click through" subpage at our website for the promotion of your Launch Trampoline Park. If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Launch Trampoline Park, you must routinely provide us with updated copy, photographs and news stories about your Launch Trampoline Park suitable for posting on your "click through" subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage.

Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at Launch Trampoline Park – also be devoted in part to offering Launch Trampoline Park franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, System discussion forums and system-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Launch Trampoline Park; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "Launch Trampoline Park" name or any name confusingly similar to the Marks.

You are not permitted to promote your Franchised Business or use any of the Marks in any manner on any social or networking websites, as defined below, without our prior written consent. You must comply with our System standards regarding the use of social media in your Franchised Business's operation, including prohibitions on your and the Franchised Business's employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by us ("social media" includes personal blogs, common social networks like Facebook, Instagram, TikTok, professional networks like LinkedIn, live-blogging tools like Twitter, Instagram, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). If we provide you with access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf. We will control all social media initiatives.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

Computer / Point of Sale System

You shall establish and maintain, at your own expense, a bookkeeping, accounting, record keeping and records retention system conforming to the requirements prescribed by us from time to time, which includes your obtaining and maintaining a point of sale or computer system ("Computer System") that we specify or approve. Each transaction of the Launch Trampoline Park shall be processed on the computer system in the manner we prescribe. We shall have at all times the right to access the computer system and all data processed on the computer system with respect to the Launch Trampoline Park. You shall take such action as may be necessary to provide such access to us, at your expense.

The computer system must allow us to have immediate access to the information monitored by the system, and there is no contractual limitation on our access or use of the information we obtain. You must install and maintain equipment and high-speed internet in accordance with our specifications to permit us to access the computer system at your Launch Trampoline Park premises as described above. This will permit us to electronically inspect and monitor information concerning your Launch Trampoline Park's Gross Sales and any other information that may be contained or stored in the computer system. You must make sure that we have unlimited access at the times and in the manner we specify, at your cost.

You must purchase or lease the Center Edge or an approved point of sale system with the minimum components we require. Our specific requirements for the computer system will be included in our Manual, and the components you must purchase may be determined by the size of your Launch Trampoline Park. You must purchase the computer system from any authorized seller, unless we designate a specific supplier. We expect that the computer system will cost between $15,000 to $20,000. You must also pay a usage fee for your point of sale computer software and online components which we anticipate will cost approximately $12,000 per year. We reserve the right to change the approved computer systems in the future.

You must also purchase and install a surveillance camera system for your building security, if permitted by applicable law. We may require you to purchase or lease this system from a single approved vendor. We expect that the security system will cost between $8,000 to $16,500. You must make sure that we have unlimited access to your security system at all times.

Before you open your Launch Trampoline Park, you must pay us the Software Set-Up Fee (currently, $388 per month). We will use the Software Set-Up Fee to open the email addresses associated with your Launch Trampoline Park.

You must obtain all upgrades and/or updates to the software used with the computer system, at your expense. All software used with the computer system must be kept up to date. In addition, we may require you to update and/or upgrade all or a portion of your computer system during the term of your Franchise Agreement, at your expense. The Franchise Agreement does not limit our ability to require you to update and/or upgrade your computer system or the cost of any update and/or upgrade. Neither we nor any affiliate of ours will provide you with any updates, upgrades or maintenance for your computer system.

You must obtain and maintain a high-speed internet connection at all times for your computer system as defined in our operations manual and this is subject to change. It will be a material default under the Franchise Agreement if you do not maintain the equipment, lines and communication methods in operation and accessible to us at all times throughout the term of the Franchise Agreement. We will have independent access to your surveillance system, and there are no limitations on our rights to do so. We must have unlimited access at all times and in the manner that we specify.

Site Selection and Opening

You must assume all costs, liabilities, expenses and responsibility for locating, obtaining and developing a site for the Launch Trampoline Park and for constructing and equipping the Launch Trampoline Park at the accepted site. You will select the site for the Launch Trampoline Park subject to our approval and using our site submittal forms and/or criteria. The Launch Trampoline Park may not be relocated without first obtaining our written consent. Before you lease or purchase the site for the Launch Trampoline Park, you must locate a site that satisfies our site selection guidelines. We generally do not own the premises and lease it to you. If you request that we conduct an on-site evaluation, then before we conduct the on-site evaluation, you must submit to us in the form we specify a description of the site, including evidence that the site satisfies our site selection guidelines as defined in our Operations Manual, together with other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site.

You must submit information and materials for the proposed site to us for approval no later than 180 days after the date of the Franchise Agreement. We will have 30 days after we receive this information and materials from you to approve or disapprove the proposed site as the location for the Launch Trampoline Park. If we do not provide our specific approval of a proposed site, the site is deemed not approved. We do not warrant or guarantee that your Launch Trampoline Park will be successful at any site that we approve. Our approval only means that the site meets our general requirements for a Launch Trampoline Park.

You must submit to us the information we require, including demographic, commercial, and other information and photographs, for the site at which you propose to establish and operate the Launch Trampoline Park. In approving or disapproving any proposed site, we will consider the matters we deem material, such as demographic characteristics of the proposed site, traffic patterns, parking, the predominant character of the neighborhood, competition from other businesses providing similar services within the area

(including other Launch Trampoline Parks), the number of households, income levels, population, the purchase price or lease terms for the proposed site and other commercial characteristics, the size of the premises, appearance, and other physical characteristics of the proposed site. If you do not locate a suitable site within 180 days after the date of the Franchise Agreement, we may provide you with an extension of this timeframe or we may terminate the Franchise Agreement.

We estimate that the time from when the Franchise Agreement is signed to the opening of the Launch Trampoline Park will be approximately 9 to 12 months. This time may be shorter or longer depending on the time necessary to obtain an accepted site, to obtain financing, to obtain the permits and licenses for the construction and operation of the Launch Trampoline Park, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Launch Trampoline Park, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Launch Trampoline Park, including purchasing inventory and supplies. You must open the Launch Trampoline Park and begin business within 12 months after the date of the Franchise Agreement unless your opening is delayed due to circumstances beyond your control. If you are unable to open your Launch Trampoline Park within 12 months after you sign the Franchise Agreement, except for circumstances not in your control, you must pay a delayed opening fee.

If you are a Multi-Unit Developer, you must sign your first Franchise Agreement at the same time you sign the Multi-Unit Development Agreement. The typical length of time between the signing of the Franchise Agreement and the opening of your Launch Trampoline Park is the same as for an individual franchisee. You will select the site for the Launch Trampoline Park subject to our approval and using our site submittal forms and/or criteria for each additional park under your Multi-Unit Development Agreement.

Training

No later than 30 days before the date your Launch Trampoline Park begins operation, you (or if you are an entity, your Principal Owner), your General Manager and one additional employee we approve must attend and complete, to our satisfaction, our training program ("Initial Training Program"). The Initial Training Program will last approximately two weeks and will be conducted at our affiliate's Launch Trampoline Park in Warwick, Rhode Island, or at another location we designate. We will offer the Initial Training Program at various times during the year depending on the number of new franchisees entering the System, replacement general managers and other personnel needing training, the number of new Launch Trampoline Parks being opened and the timing of the scheduled openings of Launch Trampoline Parks. There is currently no regular schedule for providing the Initial Training Program.

You (or if you are an entity, your Principal Owner), your General Manager, and additional employee we approve must complete the Initial Training Program to our satisfaction. If your General Manager and/or the additional employee does not satisfactorily complete the Initial Training Program, or if we determine they cannot satisfactorily complete the Initial Training Program, you must designate a replacement to satisfactorily complete the Initial Training Program, at your expense, before you will be permitted to open your Launch Trampoline Park. Any General Manager subsequently designated by you must also receive and complete the Initial Training Program to our satisfaction, even if this requires sending that General Manager to the Initial Training Program, at your expense. If your replacement General Manager does not complete the Initial Training Program to our satisfaction, we may terminate your Franchise Agreement.

We reserve the right to charge a reasonable fee for the Initial Training Program we provide to a replacement or successor employee if we have not approved you to provide the training. You must also

pay for all expenses you incur for your, your General Manager, and your additional employee's attending the Initial Training Program, including costs of travel, lodging, meals and applicable wages.

We will provide instructors and training materials for the initial training of you (or if you are an entity, your Principal Owner), your General Manager and one employee we approve at no additional charge, but you must pay the travel expenses and wages incurred by you and your trainees while attending training. You may also have additional personnel trained by us for your Launch Trampoline Park, at your expense. Also, your personnel must be covered by a workers' compensation insurance policy prior to commencing training, and you must provide evidence of such coverage if we request it.

For the opening of your Launch Trampoline Park, we will provide you with one of our trained representatives of our sole choice to your location. The trained representative will provide on-site pre-opening and opening training, supervision, and assistance to you for up to five calendar days around your Launch Trampoline Park's opening. You must notify us at least 21 days prior to the planned opening date. In the event of moving the opening date after the notification period, or failing to notify us within 21 days of the grand opening, we reserve the right to charge a Late Notification Fee in the amount of $1,500 fee to cover expenses.

If, during the term of your Franchise Agreement, you request that we provide additional training on-site at your Launch Trampoline Park, you must pay our then-current fee (currently, $450 per day) for each trainer we provide, and you must reimburse us for any expenses our trainers incur, such as costs of travel, lodging, and meals.

We reserve the right to use our affiliate's employees to assist in portions of the training. The minimum experience of the instructors in the field that is relevant to the subject taught and our operations is from 5 to 15 years. The instructional materials used in the initial training consist of our Manual, marketing and promotion materials, programs related to the operation of the computer system, and any other materials that we believe will be beneficial to our franchisees in the training process.

As of the date of this Disclosure Document, the Initial Training Program includes the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Online Info & Booking	3	3	Warwick, RI*
Park activities, POS & Customer Service	4	20	Warwick, RI*
Birthday Parties & Special Programs	2	8	Warwick, RI*
Cafe / KRAVE Procedures	2	8	Warwick, RI*
Administration & Management	5	20	Warwick, RI*
Marketing	4	8	Warwick, RI*
Total	**20**	**67**	

The entire training program is subject to change due to updates in materials, methods, manuals and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to a specific franchisee and its personnel may vary based on the experience or individual needs of those persons being trained.

All of our instructors are part of our management.

The minimum experience of the instructors in the field that is relevant to the subject taught and our operations is from 5 to 15 years.

We may choose to hold an annual meeting of our franchisees to provide additional training, introduce new products or changes to the System, or for other reasons. We may designate that attendance at an annual meeting is mandatory for you (if you're an entity, your Principal Owner), your General Manager and/or other personnel. You must pay to us our then-current conference fee (currently $1,000 per attendee) and you are responsible for all travel and living expenses. If you fail to attend the annual franchise conference without our prior written consent, you must pay our then-current fee (currently, $5,000) for failure to attend.

We may also choose to hold refresher training courses, and we may designate that attendance at refresher training is mandatory for you, your General Manager and/or other personnel. We do not anticipate charging a fee for refresher training, but you will pay for all of the expenses incurred by your trainees, including travel, lodging, meals and wages.

Up to once per calendar year, we may host a conference for all Launch Trampoline Park franchisees to attend (the "Launch Conference"). You must pay us our then-current Launch Conference Fee (currently $1,000 per attendee) for you and your General Manager to attend the Launch Conference, which we will use to host the Launch Conference. If you fail to attend the Launch Conference, you must pay us $5,000 to provide you and your General Manager follow-up training on a one-on-one basis.

In addition to our initial training program, you, your managers and any other personnel we designate must be ServSafe (or similar) certified, TIPS (or similar) certified, and must have other similar industry certifications we may require. These industry certification programs are offered at various facilities and must be arranged and paid for by you. The cost of these certifications are not included in the initial franchise fee and we do not provide this certification. You must provide us with a copy of the completion certificates for all employees of your location(s). You and your employees may need to receive periodic additional training and/or certification.

Operations Manual

The table of contents to the Operations Manual is attached to this Disclosure Document as Exhibit G. The Operations Manual includes approximately 369 pages of material.

ITEM 12
TERRITORY

Franchise Agreement

Your Franchise Agreement will specify the site that will be the Approved Location for your Launch Trampoline Park. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. There are no minimum territorial boundaries granted to you.

During the term of the Franchise Agreement, and provided you are in full compliance with the Franchise Agreement, we will not establish or operate, nor license any other person to establish or operate a Launch Trampoline Park in the Territory, except as may be permitted under the Franchise Agreement and those exceptions are described below.

If, during the term of the Franchise Agreement, you wish to relocate your Launch Trampoline Park, or if your Launch Trampoline Park is damaged or destroyed and cannot be repaired within 60 days, you must submit to us in writing the materials we require to consider your request, including information concerning the proposed new location for your Launch Trampoline Park. You must also meet certain other requirements, such as being in compliance with the Franchise Agreement, the location meets our then-current requirements for a Launch Trampoline Park and is located within your Territory, and you must sign our then-current form of Franchise Agreement. If we permit you to relocate, you will not pay a new initial franchise fee when you sign the new Franchise Agreement.

Except for the limited territorial rights granted under the Franchise Agreement, we, for ourselves and our affiliates, retain all rights with respect to Launch Trampoline Parks, the Marks and the sale of Approved Products and Services the sale of similar or dissimilar products and services anywhere in the world, and any other activities we deem appropriate, including, but not limited to:

(a) the right to establish and operate, and to grant to others the right to establish and operate, any other businesses offering products and services that are different from the products or services offered at Launch Trampoline Parks through similar or dissimilar channels of distribution (including, but not limited to: (i) sales through direct marketing through the Internet, catalogs, or telemarketing; (ii) sales through retail stores that do not operate under the Marks; and (iii) sales made at wholesale), at any locations inside or outside the Territory under trademarks or service marks other than the Marks, through similar or dissimilar channels of distribution at any location and on any terms and conditions we deem appropriate;

(b) to operate and to grant others the right to operate Launch Trampoline Parks located outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to your Launch Trampoline Park or your Territory;

(c) the right to acquire the assets or ownership interests of one or more businesses that operate, and/or has granted franchises, licenses, or similar rights to one or more third parties to operate, businesses similar to and/or competing with the Launch Trampoline Parks under any name or marks, and/or the right to be acquired by a competing business, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses in the Territory, *provided, however*, that if we acquire, or are acquired by, such a Competitive Business, we will not grant new franchises or licenses to establish new or additional Competitive Businesses under the Marks or the Competitive Business's marks, in your Territory, and we will not permit any existing businesses (including any existing Competitive Businesses as of the date of the acquisition or transaction) in your Territory to use the Marks and the System;

(d) the right to sell goods we authorize under the Marks, to any person located inside or outside your Territory, through dissimilar channels of distribution, including but not limited to, through electronic means such as on or through websites we have already established, websites we may establish in the future, websites created by and/or hosted by third-parties, or other similar electronic outlets; and

(e) the right to create, place, and/or distribute any advertising and promotional materials related to the System, the Marks, Launch Trampoline Parks, and the Franchised Business, and the services and products offered, and authorize others to do so, and those materials may appear in media,

including but not limited to, the Internet or similar electronic media, or be received by prospective customers located anywhere, including within the Territory.

We and our affiliates may sell products and services under the Marks within and outside your Territory through any method of distribution other than a dedicated Launch Trampoline Park, including sales through channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing sales (together, "alternative distribution channels"). You may not use alternative distribution channels to make sales anywhere, except as described in the following paragraph, and you will not receive any compensation for our sales through alternative distribution channels except as described in the following paragraph.

If we engage in electronic commerce through any alternative distribution channel and we receive orders for any products offered by a Launch Trampoline Park calling for delivery or performance in your Territory, such as advance ticket sales, then we will offer the order to you. Orders for retail logoed merchandise placed through our website will be fulfilled by us or our Affiliate, we do not have to pay you and you will not receive any portion of the revenues from the sales even if the order originates from or is delivered to an address within your Territory.

You may not engage in any promotional activities or sell our proprietary products or similar products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system (collectively, the "Electronic Media"); through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Territory subject to our approval, and you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the internet, printed media or reach of television and radio, are viewed by prospective customers outside of your Territory, you may not make any sales or deliver any products to customers located outside of your Territory. In addition, you may not directly solicit customers outside of your Territory. You have no options, rights of first refusal, or similar rights to acquire additional franchises. You may not sell any products to any business or other customer at wholesale.

We have not yet established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do anywhere and at any time.

Neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned Launch Trampoline Park which sell our products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent.

Multi-Unit Development Agreement

If you enter into a Multi-Unit Development Agreement, you will receive a Development Territory within which you will have certain rights to develop multiple Launch Trampoline Parks. The size of the Development Territory will depend on the number of Launch Trampoline Parks you commit to develop, and may be described in terms of contiguous zip codes, street or county boundaries, or other similar methods, and may be depicted on a map. If you meet the minimum Development Schedule, comply with all other provisions described in the Multi-Unit Development Agreement and otherwise comply with the provisions of each related Franchise Agreement, we will not establish or license others to establish a Launch

Trampoline Park within the Development Territory assigned to you. You maintain your rights to your Development Territory even if the population increases.

You will select the site for the Launch Trampoline Park subject to our approval and using our site submittal forms and/or criteria for each additional park under your Multi-Unit Development Agreement.

Upon completion of your Development Schedule pursuant to the Multi-Unit Development Agreement, your rights to develop Launch Trampoline Parks within the Development Territory will end and you will have no further rights in the Development Territory, except for the individual Territories granted under the Franchise Agreements you have signed with us. You have no options, rights of first refusal, or similar rights to acquire additional franchises within the Territory or contiguous territories.

Under the Multi-Unit Development Agreement we retain the right, in our sole discretion and without granting any rights to you: (a) to own and operate, or to grant other persons the right to own and operate, Businesses at locations outside your Development Territory, and on terms and conditions we deem appropriate in our sole discretion; and (b) to sell outside the Development Territory the services and products authorized for Businesses under the Marks or other trademarks, service marks and commercial symbols through dissimilar channels of distribution and according to the terms and conditions we deem appropriate.

You may not use alternative distribution channels to make sales anywhere, except as described in the following paragraph, and you will not receive any compensation for our sales through alternative distribution channels except as described in the following paragraph.

If we engage in electronic commerce through any alternative distribution channel and we receive orders for any products offered by a Launch Trampoline Park calling for delivery or performance in your Territory, such as advance ticket sales, then we will offer the order to you. Orders for retail logoed merchandise placed through our website will be fulfilled by us or our Affiliate, we do not have to pay you and you will not receive any portion of the revenues from the sales even if the order originates from or is delivered to an address within your Territory.

Site Selection Agreement

If you enter into a preliminary agreement to potentially locate a site for a potential franchised business, you must sign our Site Selection Agreement. The Site Selection Agreement grants to you a right to locate a potential site to develop a Launch Trampoline Park. The Site Selection Agreement does not grant you the right to use the Marks or System, does not grant you any territorial protections, and is not a franchise agreement. You are not required to sign a Site Selection Agreement prior to signing a franchise agreement.

The term of the Site Selection Agreement begins on the Effective Date and expires 120 days after the Effective Date. At your request and at our sole discretion, we may grant an extension of up to 60 days after the expiration of the Term. The term may be extended only by a written agreement signed by both parties. This Agreement will expire automatically upon execution of the Franchise Agreement by the parties.

ITEM 13
TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to use the Marks. The Multi-Unit Development Agreement does not authorize you to use the Marks. Our principal trademark is "Launch Trampoline Park" and associated design. We have registered or applied for registration of the following Marks on the Principal Register of the United States Patent and Trademark Office ("USPTO") as follows:

Mark	Reg. Date	Reg. Number	Principal or Supplemental
	12/31/2013	4,458,880	Principal
LAUNCH TRAMPOLINE PARK	01/14/2014	4,465,385	Principal
	09/15/2020	6,151,749	Principal

We own the following principal Marks, which are on the Principal Register with the U.S. Patent and Trademark Office ("USPTO"). We intend to file all required affidavits and to renew our registrations for the Marks when they become due.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. There are no agreements currently in effect that significantly limit our right to use or license the use of the Marks in any manner material to you. We intend to file all affidavits and other documents required to maintain our interests in the Marks.

Your right to use the Marks is derived solely from the Franchise Agreement and is limited to your operation of a Launch Trampoline Park in compliance with the Franchise Agreement and all applicable standards, specifications and operating procedures we prescribe during the term of the Franchise Agreement. Any unauthorized use of the Marks by you constitutes a material breach of the agreement and a serious infringement of our rights in and to the Marks. Your use of the Marks and any goodwill established by your use will be for our exclusive benefit. All provisions of the Franchise Agreement applicable to the Marks will apply to any other trademarks, service marks, commercial symbols and trade dress we authorize in writing for use by and licensed to you after you sign the agreement.

You must use the Marks as the sole trade identification of the Launch Trampoline Park and must identify yourself in the form we prescribe as the independent owner of the Launch Trampoline Park. You may not use any Mark or variation thereof as part of any corporate name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form. You may not use any Mark or any variation of it in connection with the performance or sale of any unauthorized services or products, as part of the domain name or address of a website, or in any other manner we have not expressly authorized in writing. You must display the Marks prominently in the manner we prescribe. You must give notices of trademark and service mark registrations that we specify and obtain business name registrations as required under applicable law.

You must immediately notify us of any apparent infringement of or challenge to your use of any Mark or claim by any person of any rights in any Mark. You may not communicate with anyone except us and our counsel with respect to any infringement, challenge or claim unless instructed by us in writing to do so. We will have sole discretion to take any action we deem appropriate in connection with any infringement, challenge or claim, and we have the sole right to exclusively control any litigation or other proceeding arising out of any infringement, challenge or claim relating to any Mark. You must sign any and all instruments and documents, give assistance, and do any acts and things as may in the opinion of our

counsel be necessary or advisable to protect and maintain our interests in any litigation or proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse you for the reasonable out-of-pocket expenses you incur and pay in complying with these requirements.

The Franchise Agreement does not require us to take affirmative action when notified of any infringements of or challenges to the Marks, but we intend to vigorously defend the Marks. We have the right to control any litigation or administrative proceedings involving the Marks. We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of your use of any Mark pursuant to and in compliance with the agreement, and for all costs you reasonably incur in the defense of any claim in which you are named as a party, if you have promptly notified us of the claim, have given us sole control of the defense and settlement of the claim and have otherwise complied with your Franchise Agreement.

If it becomes advisable at any time in our sole judgment for you to modify or discontinue the use of any Mark and/or for the Launch Trampoline Park to use one or more additional or substitute trade or service marks, you must immediately comply with our directions to modify or otherwise discontinue the use of the Marks and/or to use one or more additional or substitute trademarks, service marks, logos or commercial symbols or substitute trade dress after our notice to you. We are not obligated to reimburse you for any expenses you incur in connection with any discontinuance or modification.

If, during the term of your Franchise Agreement, you choose to enter into an agreement with a celebrity athlete to endorse your Launch Trampoline Park, and if we have approved of the endorser, you must change signage and other décor as we require to reflect the endorsement with Launch Trampoline Park. We are not obligated to reimburse you for any expenses you incur related to replacing signage or décor items in relation to an endorsement.

As of the date of this Disclosure Document, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks in any state.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not have an ownership interest in any patents or copyrights that are material to the franchise.

We claim common law copyrights in the Operations Manual, advertising materials, computer works, and similar items used in operating the Launch Trampoline Park. We have not registered these copyrighted works with the United States Registrar of Copyrights, and we are not required to do so to protect them.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted works. No agreement limits our right to use or license the copyrighted works. Finally, we do not know of any infringing uses which could materially affect your use of the copyrighted works in any state. We are not required by any agreement to protect or defend the copyrighted works except as described below.

In the Franchise Agreement, you acknowledge and agree (1) that we may authorize you to use certain copyrighted or copyrightable works in our discretion, (2) that the copyrighted works are the valuable property of us or our affiliates and of which we or our affiliates are the owner, and (3) that the rights granted to you are solely on the condition that you comply with the terms of the Franchise Agreement. You must acknowledge and agree that we own or are the licensee of the owner of the copyrighted works and will further create, acquire or obtain licenses for certain copyrights in various works of authorship used in

connection with the operation of Launch Trampoline Parks. Copyrighted works include the Operations Manual and may include all or part of the Marks, trade dress and other portions of the System. We intend that all works of authorship related to the System and created in the future will be owned by us or our affiliates and copyrighted.

Your right to use the copyrighted works is derived solely from the Franchise Agreement and is limited to the use of the copyrighted works in compliance with the agreement and all applicable standards, specifications, and operating procedures we prescribe. You must make sure that all copyrighted works used bear an appropriate copyright notice under the Universal Copyright Convention or other copyright laws we prescribe specifying that we or an affiliate are the owner of the copyright. The Franchise Agreement does not grant you any interest in the copyrighted works, other than the right to operate the Launch Trampoline Park in compliance with the agreement.

You must immediately notify us in writing of any actual or apparent infringement of or challenge to any of the copyrighted works or claim by any person of any rights in the copyrighted works, and you may not communicate with any person other than us and our counsel in connection with any infringement, challenge or claim unless instructed by us in writing to do so. We will have the sole discretion to take any action we deem appropriate and the right to control exclusively any settlement, litigation, arbitration or administrative proceeding arising out of any alleged infringement, challenge or claim or otherwise relating to the copyrighted works.

In the unlikely event that it becomes advisable at any time for you to modify or discontinue use of any of the copyrighted works and/or for you to use one or more additional or substitute copyrighted or copyrightable items, you agree to immediately comply with our directions to modify or otherwise discontinue the use of the copyrighted materials and/or to use one or more substitute materials, at your sole expense.

Confidential Information

We possess and will further develop and acquire certain confidential and proprietary information and trade secrets (the "Confidential Information") including but not limited to System standards, market research, advertising and promotional campaigns, approved suppliers, operating results of Launch Trampoline Parks, the terms of your agreement with us, the Operations Manual, graphic designs and other intellectual property, and your customer list.

Under the Franchise Agreement we will disclose to you, during training and in guidance and assistance furnished to you, parts of the Confidential Information that you need for the development and operation of a Launch Trampoline Park. You may learn or otherwise obtain from us additional Confidential Information during the term of your agreement. You may disclose the Confidential Information to your owners and employees only as reasonably necessary to successfully operate your Franchised Business.

You and your owners must acknowledge and agree that the Confidential Information is confidential to and a valuable asset of us and our affiliates, is proprietary, includes trade secrets of us and our affiliates and is disclosed to you on the condition that you, your owners and your employees who have access to the Confidential Information agree that during and after the term of the agreement you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible form; (4) will adopt and implement all reasonable procedures we prescribe to prevent unauthorized use or disclosure of the Confidential Information; and (5) will require all principal owners and all employees and owners who have access to the Confidential Information to sign confidentiality and non-competition agreements in the form we prescribe and provide

us, at our request, with signed copies of each agreement. We will be a third party beneficiary of these agreements with the independent right to enforce their terms.

Nothing contained in the Franchise Agreement will be construed to prohibit you from using the Confidential Information in connection with the operation of other Launch Trampoline Parks under valid Franchise Agreements with us.

If you have obtained our prior written consent, the restrictions on the disclosure and use of the Confidential Information shall not apply to the following: (a) information, methods, procedures, techniques and knowledge which are or become generally known in the indoor recreation business within your Territory, other than through deliberate or inadvertent disclosure by you; and (b) the disclosure of the Confidential Information in judicial or administrative proceedings if you are legally compelled by subpoena to disclose this information, provided you have notified us in writing before disclosure and used your best efforts to obtain, and afforded us the opportunity to obtain, an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be disclosed.

You must promptly disclose to us all ideas, concepts, promotional materials, methods, techniques and products relating to the development and operation of Launch Trampoline Parks conceived or developed by you or your employees during the term of the Franchise Agreement, whether or not protectable intellectual property, and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent that any item does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing an assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item. We have no obligation to make any payment to you with respect to any idea, concept, method, technique or product. You agree that you will not use, nor will you allow any other person or entity to use, any concept, method, technique or product without obtaining our prior written approval.

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

You (or if you are an entity, your Principal Owner) must use your good faith and best efforts to develop and expand the market for products and services offered by Launch Trampoline Parks and to cooperate with us to accomplish these purposes.

We do not require you to personally supervise the operation of the Launch Trampoline Park or to participate in its day-to-day operations, but you must designate and retain at all times an individual to serve as the "General Manager". You must maintain other personnel for adequate staffing of the Launch Trampoline Park. You must keep us informed of the identity of all managers at all times. Your Launch Trampoline Park must at all times be under the direct, on-site supervision of a manager whose identity has been disclosed to us, who has completed our training program to our satisfaction, and of whom we have approved. If your General Manager is no longer employed by you, you must designate a replacement general manager within 30 days after the first general manager's employment ends, and the replacement general manager must be sent to us for training, at your expense, and must complete our training program to our satisfaction within 60 days after appointment by you. There are no other restrictions on whom you may hire as your General Manager and we do not require that your General Manager have an ownership interest in your Franchised Business.

If you are not actively participating in the daily operation of your Franchised Business, you must still make sure that the Franchised Business is operated according to the terms of the Franchise Agreement you sign with us, our Operations Manual, and our System standards.

We may require you to obtain confidentiality and/or non-competition agreements from some of your key employees, management, supervisory and/or exempt. Your Launch Trampoline Park must be open and operating on the days and during the times we specify in the Operations Manual, unless applicable law, community standards or the terms of your lease require different hours.

If you are a corporation, limited liability company, partnership or spouse if you are a married individual, each owner who directly or indirectly owns an equity or voting interest in you must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement according to the Guaranty and Assumption of Obligations attached to the Franchise Agreement.

You will be an independent business and responsible for control and management of your Launch Trampoline Park, including, but not limited to, the hiring and discharging of your employees, tax withholdings, and setting and paying wages and benefits of your employees. You shall hire all employees of the Launch Trampoline Park and shall be exclusively responsible for the terms of their employment, compensation and for the proper training of such employees in the operation of the Launch Trampoline Park. In no event will any of your employees be deemed to be employees of ours. You acknowledge that we have no power, responsibility or liability in respect to the hiring or discharging of employees, tax withholdings or setting or paying of wages or related matters. We may require you to obtain confidentiality and non-competition agreements from certain of your employees. You shall establish at the Launch Trampoline Park for all employees a training program meeting the standards prescribed by us.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISE MAY SELL

You must sell or offer for sale all products and services we require, in the manner and style we require. You must sell and offer for sale only the products and services that we have expressly approved in writing. You must not deviate from our standards and specifications without first obtaining our written consent. You must stop selling and offering for sale any products or services that we may disapprove in writing at any time. We have the right to change the types of products and services offered by you at your Launch Trampoline Park at any time, and there are no limits on our right to make those changes.

You must keep your Launch Trampoline Park very sanitary to our specifications and maintain it in good repair and condition. You must make any additions, alterations, repairs and replacements, including repainting or replacement of obsolete signs, furnishings, equipment, and décor, as we may reasonably direct. You must not make any changes to the premises without obtaining our written consent before you make the changes. You must obtain and pay for any new or additional equipment, including computer hardware and software, fixtures, supplies and other products and materials that you must have to offer and sell new products and services from your Launch Trampoline Park.

You have the right to set the prices at which you sell your products, services and programs provided that we may set minimum and/or maximum prices you may charge to the extent permitted by law. Currently we have not set the minimum and/or maximum prices. You must comply with the prices required by us, but we make no guarantees or warranties that offering the products or merchandise at the required price will enhance your sales or profits.

We do not impose any other restrictions in the Franchise Agreement or otherwise, as to the goods or services that you may offer or sell or as to the customers to whom you may offer or sell, except as described in Item 12.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
(a) Length of the franchise term	Section 3.1	10 years.
(b) Renewal or extension of the term	Section 17.1	One renewal term of 10 years, if you meet certain requirements.
(c) Requirements for franchisee to obtain a renewal franchise	Section 17	(1) written notice no less than 180 days and no more than 270 days before expiration; (2) substantial compliance with the Franchise Agreement; (3) execute our then-current form of franchise agreement (which may contain materially different terms from the Franchise Agreement); (4) renewal fee paid; (5) upon receipt of your intent to renew, inspection of your Park and 6 months to make required updates; (6) general release; (7) comply with training requirements; and (8) right to continue operating from the Site.
(d) Termination by franchisee	Not applicable	You may terminate the Franchise Agreement on any grounds available by law.
(e) Termination by franchisor without cause	Not applicable	We have no right to terminate without cause.
(f) Termination by franchisor with cause	Section 18	We can terminate if you or any of your owners fail to comply with the Franchise Agreement or any mandatory specification, standard or operating procedure we prescribe of the company. In addition to our right to terminate the agreement, we may purchase the assets of your Launch Trampoline Park at fair market value upon 6 months notice to you.
(g) "Cause" defined – curable defaults	Section 18.1	10 days for monetary and reporting defaulting and 15 days for all other curable defaults, but if it cannot be cured within 30 days, begin efforts to cure within 10 days and continue cure efforts until completion.
(h) "Cause" defined – non-curable defaults	Section 18.2	(1) Fail to obtain possession of the approved site or develop Launch Trampoline Park and begin operations within time provided; (2) abandon, surrender or transfer control without our prior written approval; (3) make material misrepresentation or omission on application; (4) conviction or pleas (including diversion) of you or any of your owners of a felony or other crime, offense or misconduct which adversely affects your or our reputation or the goodwill of the Marks or any crime against a child; (5) unauthorized transfer; (6) you or your affiliates or owners make any unauthorized use, duplication or disclosure of Confidential Information, the Marks, the Copyrighted Works, the Operations Manual or challenge or seek to challenge our rights in any of these items; (7) lose the right to possess the premises and fail to relocate in accordance with the Franchise

Provision	Section in Franchise Agreement	Summary
		Agreement; (8) insolvency, receivership or a judgment against you is unsatisfied for more than 30 days; (9) violation by you, or members of your immediate families of the in-term non-compete provision or other non-compete agreement; (10) knowingly maintain false records or submit false reports to us; (11) permit a lease default to go uncured; (12) three or more defaults within 12 months or two or more of the same default within 12 months whether or not cured; (13) fail to purchase or maintain required insurance; (14) pose a threat to public health or safety; (15) refuse us permission to inspect the Launch Trampoline Park or your books and records; (16) you or any of your affiliates or owners interfere with our ability to license the Marks or the System to others; (17) you or any of your affiliates or owners interfere with our contractual relations with others; or (18) a Franchise Agreement with you or your affiliates is terminated by us, or is terminated by you in a way that is not in compliance with the Franchise Agreement. (this is a cross-default provision)
(i) Franchisee's obligations on termination/non-renewal	Section 19	Pay all amounts owed; stop all use of Marks; remove all signs; return to us or destroy all materials containing any Marks; cancel assumed or fictitious name registrations; transfer all domain names, internet listings, telephone numbers and telephone listings to us; stop using all copyrighted works; if we do not purchase the Launch Trampoline Park, then you must make any modifications necessary to avoid confusion (de-identify the premises); furnish us evidence of compliance with the above; stop use of Confidential Information; return the complete Operations Manual and all related materials; comply with post-term covenant not to compete.
(j) Assignment of contract by franchisor	Section 16.1	No restriction on our right to assign.
(k) "Transfer" by franchisee– defined	Section 16.2	Includes transfer of any material interest in the Agreement, the Franchise, you, the Launch Trampoline Park and some or all of its assets.
(l) Franchisor approval of transfer by franchisee	Section 16.2	We have the sole right to approve all transfers.
(m) Conditions for franchisor approval of transfer	Section 16.3	You and your owners must be in full compliance with the Franchise Agreement; transferee meets our criteria; transferor signs required documents, including a release. If the transfer is of the Agreement, a principal owner's interest in you or a controlling interest in you, transferee may not engage in a Competitive Business; all amounts due from you and the transferee are paid in full; management, supervisory and exempt personnel of transferee sign non-compete and confidentiality agreement; completion of training; transferee and its owners agree to be bound by all obligations under the Franchise Agreement or sign our then-current form of franchise agreement, at our option; pay transfer fee and all related fees in full; lessor consents to assignment of lease; we approve the terms and conditions of the transfer; all obligations of the transferee to you are subordinate to us; transferor and you sign non-competition covenant; transferee agrees to upgrade the Launch Trampoline Park to then-current standards; transferee signs guarantee of obligations under Franchise Agreement; transfer is made in compliance with all laws.

Provision	Section in Franchise Agreement	Summary
(n) Franchisor's right of first refusal to acquire franchisee's business	Section 16.8	We have the right to match offers from third parties including all terms to buy an interest in the Franchise Agreement, the Franchise, the Launch Trampoline Park, assets of the Launch Trampoline Park or ownership interests in you.
(o) Franchisor's option to purchase franchisee's business	Section 19.6	We have the right to purchase the assets of the Launch Trampoline Park for fair market value on termination in compliance with the Franchise Agreement or on non-renewal.
(p) Death or disability of franchisee	Section 16.5	Interest must be transferred to approved party within six months.
(q) Non-competition covenants during the term of the franchise	Sections 9 and 11.11	No involvement by you and members of your immediate families in a Competitive Business anywhere. If you are a corporate entity, you may not engage in any business other than the development and operation of Launch Trampoline Parks.
(r) Non-competition covenants after the franchise is terminated or expires	Sections 9 and 19.4	No involvement by you or members of your immediate families in a Competitive Business for two years within 20 miles of any Launch Trampoline Park in the System.
(s) Modification of the agreement	Section 22.8	No modifications unless in writing and signed by an authorized officer of the corporation, but Operations Manual subject to change.
(t) Integration/merger clause	Section 22.9	Only the terms of the Franchise Agreement and other related Agreements are binding (subject to state law). Any representations or promises outside the disclosure document and franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, any other exhibits and amendments.
(u) Dispute resolution by arbitration or mediation	Section 20	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be mediated and arbitrated in Rhode Island (subject to state law)
(v) Choice of forum	Section 22.5	Kent County, Rhode Island (subject to state law)
(w) Choice of law	Section 22.5	Rhode Island (subject to state law)

SITE SELECTION AGREEMENT

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

Provision	Article in SSA	Summary
(a) Length of the franchise term	Section 2.1	120 days from the Effective Date
(b) Renewal or extension of the term	Section 2.1	No renewal rights. Option to extend up to 60 days, in our sole discretion and upon your request.
(c) Requirements for franchisee to renew or extend	Section 2.1	No renewal rights. Requirement to extend the term upon request.
(d) Termination franchisee	Not applicable	You may seek to terminate your Site Selection Agreement on any ground permitted by law

Provision	Article in SSA	Summary
(e) Termination by franchisor without cause	Not applicable	Not applicable
(f) Termination by franchisor with cause	Not applicable	Not applicable
(g) "Cause" defined – curable defaults	Not applicable	Not applicable
(h) "Cause" defined – non-curable defaults	Not applicable	Not applicable
(i) Franchisee obligations on termination/non-renewal	Article 6	Confidentiality, Non-Circumvention and Non-Competition.
(j) Assignment of contract by franchisor	Section 7.1	No restriction on our right to assign.
(k) "Transfer" by franchisee – defined	Section 7.2	Only with our prior written consent.
(l) Franchisor approval of transfer by franchisee	Section 7.2	Our sole discretion
(m) Conditions for franchisor approval of transfer	Section 7.2	Our sole discretion.
(n) Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable
(o) Franchisor's option to franchisee's business	Not applicable	Not applicable
(p) Death or disability of franchisee	Not applicable	Not applicable
(q) Non-competition covenants during the term of the franchise	Section 6.4	You and your owners cannot directly or indirectly, for yourselves or through, on behalf of, or in conjunction with any person, or legal entity, at any time during the term: (a) Divert or attempt to divert any present or prospective customer of any Launch Trampoline Park business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is harmful, injurious, or prejudicial to the goodwill associated with Franchisor or the Launch Trampoline Park family of businesses; or (b) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to or have any direct or indirect interest in (as owner or otherwise) or relationship or association with, any Competitive Business. "Competitive Business" means any trampoline park or similar entertainment facility, other than a Launch Trampoline Park business.

Provision	Article in SSA	Summary
(r) Non-competition covenants after the franchise is terminated or expires	Article 6	You and your owners cannot directly or indirectly, for yourselves or through, on behalf of, or in conjunction with any person, or legal entity, at any time two years after termination or expiration of the Site Selection Agreement: (a) Divert or attempt to divert any present or prospective customer of any Launch Trampoline Park business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is harmful, injurious, or prejudicial to the goodwill associated with Franchisor or the Launch Trampoline Park family of businesses; or (b) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to or have any direct or indirect interest in (as owner or otherwise) or relationship or association with, any Competitive Business. "Competitive Business" means any trampoline park or similar entertainment facility, other than a Launch Trampoline Park business.
(s) Modification of the agreement	Section 8.7	The only way the SSA can be changed is in writing signed by both the parties.
(t) Integration/merger clause	Section 8.7	The SSA (including its Schedules) constitutes the entire, fully integrated agreement between the parties with regard to the subject matter of this Agreement.
(u) Dispute resolution by arbitration or mediation	Article 8	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be mediated and arbitrated in Rhode Island (subject to state law)
(v) Choice of forum	Article 8	Kent County, Rhode Island (subject to state law)
(w) Choice of law	Article 8	Rhode Island (subject to state law)

MULTI-UNIT DEVELOPMENT AGREEMENT

This table lists certain important provisions of the multi-unit development agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Article in MUDA	Summary
(a) Length of the franchise term	Article 1	Term of development schedule
(b) Renewal or extension of the term	Article 1	Not renewable
(c) Requirements for multi-unit developer to renew or extend	Not applicable	Not applicable
(d) Termination by multi-unit developer	Not applicable	You may seek to terminate your Multi-Unit Development Agreement on any ground permitted by law
(e) Termination by franchisor without cause	Not applicable	Not applicable
(f) Termination by franchisor with cause	Article 4	We may terminate the Multi-Unit Development Agreement if you breach it

Provision	Article in MUDA	Summary
(g) "Cause" defined – curable defaults	Article 4	Your failure to comply with the Multi-Unit Development Agreement
(h) "Cause" defined – non-curable defaults	Section 1.4 and Article 4	Failure to meet your development schedule, unauthorized transfer of the development rights or any interest in you, bankruptcy or insolvency, you are dissolved, you make a material misrepresentation or omission in your application to us, conviction of a felony or other crime that we believe will adversely affect the Marks, repeated breaches, one of your Franchise Agreements is terminated.
(i) Multi-unit developer's obligations on termination/non-renewal	Article 5	Lose development rights, comply with non-competition covenants
(j) Assignment of contract by franchisor	Article 6	No restriction on our right to assign. However, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Multi-Unit Development Agreement
(k) "Transfer" by multi-unit developer– defined	Article 6	Includes transfer of any interest in you or the Multi-Unit Development Agreement
(l) Franchisor approval of transfer by multi-unit developer	Article 6	We have the right to approve all transfers, our consent not to be unreasonably withheld
(m) Conditions for franchisor approval of transfer	Article 6	Conditions for transfer include not being in default, at least 25% of all Launch Trampoline Parks required to be developed are open or under construction, all debts are paid, the buyer meets our current criteria for new multi-unit developers, execution of a general release (where legal), payment of transfer fee, buyer personally guarantees all obligations
(n) Franchisor's right of first refusal to acquire multi-unit developer's business	Article 6	We have the right to match the offer to purchase your Business
(o) Franchisor's option to purchase multi-unit developer's business	Not applicable	No applicable
(p) Death or disability of multi-unit developer	Article 6	Interest must be transferred to an approved party within 12 months
(q) Non-competition covenants during the term of the franchise	Not applicable	
(r) Non-competition covenants after the franchise is terminated or expires	Article 5	Includes prohibition on owning or operating business which sells similar services for two years and located within 20 miles of any unit in the System
(s) Modification of the agreement	Article 7	Must be in writing by both parties

Provision	Article in MUDA	Summary
(t) Integration/merger clause	Article 7	Only the terms of the Multi-Unit Development Agreement are binding (subject to state law). Any representations or promises outside the disclosure document and franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, any other exhibits and amendments.
(u) Dispute resolution by arbitration or mediation	Article 8	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be mediated and arbitrated in Rhode Island
(v) Choice of forum	Article 8	Kent County, Rhode Island (subject to state law)
(w) Choice of law	Article 8	Rhode Island (subject to state law)

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.

Presented in the tables below is historical financial information for Launch Trampoline Parks operated by franchisees and our affiliates in 2019 and 2020. This is a historical financial performance representation, and is not a forecast of the prospective franchisee's future financial performance. Please review carefully the data in the tables below, and in the notes that follow each table and at the end of this Item 19.

A. 2019 DATA FOR FRANCHISEE PARKS

As of December 31, 2019, there were 20 franchisee-operated Launch Trampoline Parks. Of the 20 Parks, 14 were Gen 1 Parks, 6 were Gen 2 Parks, and 0 were Gen 3 Parks. Because we do not offer Gen 1 Parks under this franchise disclosure documents, we did not include data from any Gen 1 Parks in this Item 19.

Of the 6 franchisee-operated Gen 2 Parks operating as of December 31, 2019, we excluded 3 Gen 2 Parks because they did not operate for a full 12 months as of December 31, 2019. Therefore, in the table below, we have included data for 3 franchisee-operated Gen 2 Parks that provided data regarding their

operations. In the table below, we made reasonable adjustments to financials reported by the franchisees to remove inconsistent expenses (meals and entertainment, travel, etc.).

TABLE A – AGGREGATE 2019 DATA FOR FRANCHISEE PARKS				
	Average	**Maximum**	**Minimum**	**Median**
Gross Sales	**$2,554,966**	**$3,116,071**	**$1,481,668**	**$3,067,160**
Payroll Expenses	27%	40%	15%	27%
Rent Expense	13%	18%	0%	15%
Insurance	5%	6%	3%	6%
EBITDA (excluding owner compensation)	**$592,954**	**$723,228**	**$525,788**	**$529,845**
EBITDA Margin	23%	23%	35%	17%

Notes to Table A:

- Of the 3 franchisee-operated Gen 2 Parks above, 2 met or exceeded the Average Gross Sales and 1 met or exceeded the Average EBIDTA (excluding owner compensation).

B. 2019 DATA FOR COMPANY-OWNED PARKS

As of December 31, 2019, there were 3 company-owned Launch Trampoline Parks. Of the 3 Parks, 1 was a Gen 1 Park, 2 were Gen 2 Parks, and 0 were Gen 3 Parks. Because we do not offer Gen 1 Parks under this franchise disclosure document, we did not include Gen 1 Parks in this Item 19. Of the 2 company-owned Gen 2 Parks operating as of December 31, 2019, we excluded 1 Gen 2 Park because it did not operate for a full 12 months as of December 31, 2019. Table B below provides data for 1 Gen 2 Park in Warwick, Rhode Island.

TABLE B –2019 DATA FOR COMPANY-OWNED PARK	
Warwick, RI	**Total**
Gross Sales	**$2,559,239**
Payroll Expenses	22%
Rent Expense	10%
Insurance	4%
EBITDA (excluding owner compensation)	**$697,132**
EBITDA Margin	27%

C. FULL 2020, PARTIAL 2021 DATA FOR FRANCHISEE PARKS

As of December 31, 2020, there were 21 franchisee-operated Launch Trampoline Parks. Of the 21 Parks, 10 were Gen 1 Parks, 11 were Gen 2 Parks, and 0 were Gen 3 Parks. Because we do not offer Gen 1 Parks under this franchise disclosure documents, we did not include data from any Gen 1 Parks in this Item 19.

Of the 11 franchisee-operated Gen 2 Parks operating as of December 31, 2020, we excluded (a) 3 Gen 2 Parks because they did not operate for a full 12 months as of December 31, 2020, and (b) 8 Gen 2 Parks because even though they operated for a full 12 months as of December 12, 2020, they did not report sales or expense data to us. Consequently, we do not have any franchisee-operated Gen 2 or Gen 3 Parks that operated for a full 12 months as of December 31, 2020, and that reported their sales information to us. Therefore, we do not have data to report for the franchisee-operated Launch Trampoline Parks for 2020 or the first quarter of 2021.

D. FULL 2020, PARTIAL 2021 DATA FOR COMPANY-OWNED PARKS

As of December 31, 2020, there were 2 company-owned Launch Trampoline Parks that operated the full 12 months as of December 31, 2020 (except for temporary closures due to COVID-19) and the first quarter of 2021. Of the 3 Parks, 1 was a Gen 1 Park, 1 was a Gen 2 Park, and 1 was a Gen 3 Park.

Of the 3 company-owned Gen 2 and Gen 3 Parks operating as of December 31, 2020, we excluded 1 Gen 2 Park because the outlet closed during 2020. In the tables below, both the Warwick, Rhode Island and PG County, Maryland locations closed on March 15, 2020 due to government restrictions in response to the Covid-19 pandemic, and re-opened on October 15, 2021 at limited capacity (25% capacity) due to government restrictions in response to the Covid-19 pandemic.

TABLE D – FULL 2020, PARTIAL 2021 DATA FOR COMPANY-OWNED PARKS						
Warwick	**1Q20**	**2Q20**	**3Q20**	**4Q20**	**2020 TOTAL**	**1Q21**
Gross Sales	$636,160	Closed due to Covid		$139,439	**$775,599**	$639,759
Total Cost of Sales	$96,531			$14,027	**110,558**	$93,354
Gross Profit	$539,629			$125,412	**$665,041**	$546,405
Payroll Expenses	$169,805			$56,889	**$226,694**	$158,840
Rent Expense	$142,849			$72,782	**$215,631**	$132,652
Insurance	$35,971			$13,952	**$49,923**	$22,233
Total Adjusted EBITDA	$40,883	-	-	($75,298)	**($34,415)**	$130,735
PG County	**1Q20**	**2Q20**	**3Q20**	**4Q20**	**2020 TOTAL**	**1Q21**
Gross Sales	$684,571	Closed due to Covid		$294,852	**$979,424**	$651,484
Total Cost of Sales	$117,989			$39,984	**$157,974**	$75,529
Gross Profit	$566,582			$254,868	**$821,450**	$575,955
Payroll Expenses	$213,487			$140,625	**$354,112**	$158,385
Rent Expense	$82,945			$65,127	**$148,072**	$91,531
Insurance	$23,668			$37,520	**$61,188**	$19,049

TABLE D – FULL 2020, PARTIAL 2021 DATA FOR COMPANY-OWNED PARKS						
Total Adjusted EBITDA	$109,628	-	-	($127,770)	**($18,142)**	$182,531

Notes to Item 19:

For the Launch Trampoline Parks operated by franchisees and included in Item 19, we use historical financial information submitted by our franchisees to compile the information contained in these Tables. The financial information submitted by our franchisees are used for calculating the Royalty described in Item 6. We did not independently verify the accuracy of the information. Franchised Businesses did not typically submit copies of all of the invoices for each customer or list each customer in their period reports to us. The information is based upon the financial information and other data entered by each Franchised Business into the software system described in Item 11.

As used in this Item 19, the following terms have the following definitions:

- "Gross Sales" means the total selling price of all services and products and all income of every other kind and nature related to the Franchised Business, whether for cash or credit and regardless of collection in the case of credit. If a cash shortage occurs, the amount of Gross Sales will be determined based on the records of the point of sale system and any cash shortage will not be considered in the determination. Gross Sales expressly excludes taxes collected from your customers and paid to the appropriate taxing authority and customer refunds or adjustments.

- "Total Cost of Sales" means the cost of goods sold (merchandise).

- "Gross Profit" means Gross Sales less Total Cost of Sales.

- "Payroll expenses" means the salaries, benefits and taxes paid for employees.

- "Rent Expense" means the base rent, taxes, and common area maintenance fees.

- "Insurance" means the insurance premiums paid for commercial general liability, excess liability, workers' compensation, business property, and employment practice liability insurance policies.

- "EBITDA (excluding owner compensation)" means earnings before interested, taxes, depreciation, and amortization.

- "EBITDA Margin" means Total Adjusted EBITDA divided by Gross Sales.

- "Total Adjusted EBITDA" means earnings and adds back interest expenses, taxes, and depreciation charges, plus other adjustments to the metric.

You are strongly advised to perform an independent investigation of this opportunity to determine whether or not the franchise may be profitable and to consult your attorney, accountant, and other professional advisors before entering into a Franchise Agreement. You should construct your own pro forma cash flow statement, balance sheet, and statement of operations, and make your own financial projections regarding sales, revenues, costs, customer base, and business development for your own Launch Trampoline Park.

We cannot estimate or predict the results that you may experience as a franchisee. Your results will be affected by factors such as prevailing economic or market area conditions, demographics, geographic location, interest rates, your capitalization level, the amount and terms of any financing that you may secure, the property values and lease rates, your business and management skills, staff strengths and weaknesses, and the cost and effectiveness of your marketing activities.

The operating data in the charts was prepared from internal operating records provided to us by the owners/operators of the Restaurants. We assume, but did not verify, that the records were prepared in accordance with generally accepted accounting principles. The information presented in this Item 19 has not been audited.

Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request. The information presented above has not been audited.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you'll earn as much.

Other than the preceding financial performance representation, Launch Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Robert Arnold, CEO at 920 Bald Hill Road Warwick, Rhode Island 02886 and (401) 738-1259, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2018, 2019, 2020

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2018	13	19	+6
	2019	19	20	+1
	2020	20	21	+1
Company-Owned*	2018	2	2	0
	2019	2	3	+1
	2020	3	2	-1
Total Outlets	2018	15	21	+6
	2019	21	23	+2
	2020	23	23	0

*The Company-Owned Outlets in the chart above are owned and operated by our Affiliate, as described in Item 1.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2018, 2019, 2020

State	Year	Number of Transfers
Delaware	2018	1
	2019	0
	2020	0
Maryland	2018	2
	2019	0
	2020	0
Total	**2018**	**3**
	2019	**0**
	2020	**0**

Table No. 3
Status of Franchised Outlets
For years 2018, 2019, 2020

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
AL	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
CT	2018	1	0	0	0	0	1	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
DE	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
FL	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
GA	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	1	0	0	0	0	3
IL	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
MD	2018	1	1	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
MA	2018	3	0	0	0	0	0	3
	2019	3	1	0	0	0	1	3
	2020	3	0	0	0	0	0	3
MI	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
MS	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
NC	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
NH	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
NJ	2018	1	1	0	0	0	0	2
	2019	2	1	0	0	0	0	3
	2020	3	0	1	0	0	0	2
NY	2018	0	2	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	1	1
VA	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Total	**2018**	**13**	**7**	**0**	**0**	**0**	**1**	**19**
	2019	**19**	**3**	**0**	**0**	**0**	**2**	**20**
	2020	**20**	**3**	**1**	**0**	**0**	**1**	**21**

Table No. 4
Status of Company-Owned Outlets
For years 2018, 2019, 2020

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
CT	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	1	0	0
MD	2018	0	0	0	0	0	0
	2019	0	1	0	0	0	0
	2020	1	0	0	0	0	1
RI	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Total	**2018**	**2**	**0**	**0**	**0**	**0**	**2**
	2019	**2**	**1**	**0**	**0**	**0**	**3**
	2020	**3**	**0**	**0**	**1**	**0**	**2**

The outlets reflected in the above chart are owned and operated by our Affiliate, as described in Item 1.

Table No. 5
Projected Openings as of December 31, 2020

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	1	0	0
California	1	0	0
Florida	2	1	0
Georgia	1	0	0
Louisiana	1	0	0
Massachusetts	4	2	0
Missouri	1	0	0
New Jersey	1	0	0
North Carolina	1	0	0
Ohio	2	0	0
Texas	3	1	0
Washington	1	0	0
Total	**19**	**4**	**0**

A list of the names of all franchisees and multi-unit developers and the addresses and telephone numbers of their businesses will be provided in Exhibit D to this Disclosure Document when applicable.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee or multi-unit developer who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit E to this Disclosure Document when applicable. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system, as required by the Federal Trade Commission and certain states where we sell franchises and /or conduct business.

During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Launch Trampoline Park System.

There are no trademark-specific organizations formed by our franchisees that are associated with the Launch Trampoline Park System.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit F are our audited financial statements as of December 31, 2018, December 31, 2019, and December 31, 2020. Also attached as Exhibit F are our unaudited financials as of April 30, 2021. Our fiscal year end is December 31st.

ITEM 22
CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

Agreement	Exhibit
Franchise Agreement and Exhibits	Exhibit B
Multi-Unit Development Agreement	Exhibit C
Form of General Release	Exhibit I
Site Selection Agreement	Exhibit K
Management Agreement	Exhibit L

ITEM 23
RECEIPTS

Attached as Exhibit M are two copies of an acknowledgment of your receipt of this Disclosure Document. Please return one signed copy to us and retain the other for your records.

EXHIBIT A
TO THE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8236
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
(State Administrator)		804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT B
TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

LAUNCH FRANCHISING, LLC

FRANCHISE AGREEMENT

_____

FRANCHISEE

_____

EFFECTIVE DATE OF AGREEMENT

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Attachment 7 – Multi-State Addendum

LAUNCH FRANCHISING, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is by and between LAUNCH FRANCHISING, LLC, a Delaware limited liability company. whose principal address is at 920 Bald Hill Road Warwick, Rhode Island 02886 ("Franchisor", "we", "us" or "our"), and _____, whose principal address is at _____ ("Franchisee", "you" or "your").

ARTICLE 1
INTRODUCTION

1.1 We and our affiliates have developed and continue to develop methods of operating an indoor sports and family entertainment facility that features large interconnected trampolines that form a giant jumping surface, designated jump areas for kid's play and dodgeball, a foam pit, air bags, and other competitive attractions, such as climbing features, competition games, virtual reality, a ropes course, bowling lanes, XP Arena, laser tag, arcade, children's soft-play arena, zipline, ninja course, go-carts, a bar (currently operating under the trademark "Bar Hops"), a restaurant (currently operating under the trademark "KRAVE"), and/or a café. Over time, we have offered various iterations of a typical "Launch Trampoline Park," and currently we offer the right to develop either a "Gen 2 Park" or a "Gen 3 Park" (as defined below).

1.2 Launch Trampoline Parks are established and operated under a unique proprietary system ("System"), which consists of distinctive signage, interior and exterior design, décor and color scheme; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; inventory, management and financial control procedures; training and assistance; and advertising and promotional programs, all of which we may modify from time to time. We grant to certain qualified persons and entities franchises to own and operate Launch Trampoline Parks using the System and the Marks.

1.3 We grant to certain qualified persons or entities who meet our qualifications and who are willing to undertake the investment and effort, the right to own and operate one (1) Launch Trampoline Park at the designated premises we approve.

1.4 You desire to obtain the right to develop and operate one (1) Launch Trampoline Park using the System and Marks at the Site ("Franchised Business").

ARTICLE 2
DEFINITIONS

2.1 For purposes of this Agreement, the terms listed below have the meanings that follow them. Other terms used in this Agreement are defined and construed in the context in which they occur.

2.1.1 "**Affiliate**" – Any person, entity or company that directly or indirectly owns or controls a party, that is directly or indirectly owned or controlled by a party, or that is under common control with a party. For purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of an entity.

2.1.2 "**Approved Products and Services**" – Include large interconnected trampolines that form a giant jumping surface, designated jump areas for kid's play and dodgeball, a foam pit, air bags, and other competitive attractions, such as climbing features, competition games, virtual reality, a ropes

course, bowling lanes, XP Arena, laser tag, arcade, children's soft-play arena, zipline, ninja course, go-carts, Bar Hops bar, KRAVE restaurant, café, and any other products or services that we approve from time to time. The Approved Products and Services may vary depending on whether you operate a Gen 2 Park or a Gen 3 Park. We may modify, add to, or delete from the list of Approved Products and Services from time to time.

2.1.3 "**Competitive Business**" – A business other than a Launch Trampoline Park that: (a) features one or more of the Approved Products and Services or any type of indoor recreation business; or (b) grants or has granted franchises or licenses or establishes or has established joint ventures for the development and/or operation of a business described in the foregoing clause (a).

2.1.4 "**Controlling Interest**" – If you are a:

(a) corporation, then such number of the voting shares of you as (i) shall permit voting control of you on any issue, and (ii) shall prevent any other person, group, combination, or entity from blocking voting control on any issue or exercising any veto power; and

(b) general partnership, then a managing partnership interest or such percentage of the general partnership interests in you as (i) shall permit determination of the outcome on any issue, and (ii) shall prevent any other person, group, combination, or entity from blocking voting control on any issue or exercising any veto power; and

(c) limited partnership, then a general partnership interest or such percentage of limited partnership interests as shall permit the replacement or removal of any general partner; and

(d) limited liability company, then such percentage of the membership interests as (i) shall permit determination of the outcome on any issue, and (ii) shall prevent any other person, group, combination or entity from blocking voting control on any issue or exercising any veto power.

2.1.5 "**Domain Name**" – The Internet domain name selected or used in connection with a Launch Trampoline Park and any other domain names that may be utilized by us or which we may authorize you to use.

2.1.6 "**Gen 2 Park**" – A Launch Trampoline Park that must include the following attractions: trampoline-based attractions (including connected trampolines that forms one giant jumping surface with angled trampoline walls and trampoline dodgeball and basketball areas), ninja course, laser tag arena, climbing wall, ropes course, foam pit, stunt bags, a full arcade with prize redemption, a Krave restaurant, and such other products and services we designate from time to time. A Gen 2 Park may also include a Bar Hops bar upon our written approval.

2.1.7 "**Gen 3 Park**" – A Launch Trampoline Park that must include the following attractions: trampoline-based attractions (including connected trampolines that forms one giant jumping surface with angled trampoline walls and trampoline dodgeball and basketball areas), ninja course, laser tag arena, climbing wall, ropes course, foam pit, stunt bags, a full arcade with prize redemption, a Krave restaurant, a full bowling alley, an XP arena, virtual reality games, and go-kart racetracks, and such other products and services we designate from time to time. A Gen 3 Park may also include a Bar Hops bar upon our written approval.

2.1.8 "**Launch Trampoline Park**" – A business that: (a) offers the Approved Products and Services for sale as well as certain complementary products and services; (b) meets our standards and specifications; and (c) operates using the Marks and the System.

2.1.9 "**Marks**" – The trademarks, service marks, logos, other commercial symbols and any Domain Name which we authorize you to use to identify the services and/or products offered by your Launch Trampoline Park including the mark "Launch Trampoline Park" and the "Trade Dress"; provided that such trademarks, service marks, logos, other commercial symbols, and the Trade Dress are subject to modification and discontinuance and may include additional or substitute trademarks, service marks, logos, commercial symbols and trade dress as provided in this Agreement.

2.1.10 "**Owners**" – All persons or entities holding direct or indirect legal or beneficial ownership interests in you and all persons who have other direct or indirect property rights in you, this Agreement, the Franchise or the Launch Trampoline Park. All current Owners are listed on Attachment 1 to this Agreement. At our request, you shall have your Owners execute and deliver to us our form of Confidentiality and Non-Compete Agreements (attached to this Agreement as Attachment 5) and Guaranty and Assumption of Obligations (attached to this Agreement as Attachment 6).

2.1.11 "**Ownership Interests**" – In relation to a: (a) corporation, the legal or beneficial ownership of shares in the corporation; (b) partnership, the legal or beneficial ownership of a general or limited partnership interest; (c) limited liability company, the legal or beneficial ownership of units of membership interests in the limited liability company; or (d) trust, the ownership of a beneficial interest of such trust.

2.1.12 "**Principal Owners**" – Each Owner having an Ownership Interest in you of five percent (5%) or more (regardless of whether such Owner is entitled to vote thereon) and any other Owner designated as a Principal Owner on Attachment 1 to this Agreement. You must have at least one (1) principal Owner.

2.1.13 "**Products"** – The products which we authorize from time to time for sale or use at your Launch Trampoline Park.

2.1.14 **"Services"** – The services which we authorize from time to time for sale at or from your Launch Trampoline Park.

2.1.15 "**Site**" – The location identified on Attachment 2 to this Agreement within the Territory. As used herein the term "Site" also refers to the interior and exterior of the structure housing the Launch Trampoline Park.

2.1.16 "**Territory**" – the geographic area in which the Franchised Business is located, as identified in Attachment 2 to this Agreement.

2.1.16 "**Trade Dress**" – The design, décor and image elements which we authorize you to use in connection with the operation of Launch Trampoline Parks as they may be revised and further developed by us from time to time and as further described in the Operations Manual.

2.1.17 "**Website**" – An interactive electronic document contained in a network of computers linked by communications software.

ARTICLE 3
GRANT OF FRANCHISE

3.1 Grant of Franchise; Term

Subject to the provisions of this Agreement, we hereby grant to you a license (the "Franchise") to develop and operate the Franchised Business at the Site we approve and using the Marks and the System. Nothing under this Agreement grant you the right to sublicense or subfranchise your rights hereunder. The Franchised Business will be either a Gen 2 Park or Gen 3 Park, as identified in Attachment 2 to this Agreement. The term of this Agreement will be for ten (10) years commencing on the Effective Date, unless sooner terminated pursuant to the terms of this Agreement. You must at all times faithfully, honestly and diligently perform your obligations hereunder, and you must continuously exert your best efforts to promote and enhance the Franchised Business and the goodwill of the Marks. You shall not conduct the business of the Franchised Business from any location other location than the Site.

3.2 Territorial Rights

You expressly acknowledge that the Franchise is a non-exclusive license. Your Territory is defined in Attachment 2 hereof. Provided that you are in full compliance with this Agreement, we will not operate or grant others the right to operate a Launch Trampoline Park at a location within the Territory during the term of this Agreement.

3.3 Rights Retained by Us

Except for the limited territorial rights granted above in Section 3.2, we, for ourselves and our affiliates, retain all rights with respect to Launch Trampoline Parks, the Marks and the sale of Approved Products and Services the sale of similar or dissimilar products and services anywhere in the world, and any other activities we deem appropriate, including, but not limited to:

(a) the right to establish and operate, and to grant to others the right to establish and operate, any other businesses offering products and services that are different from the products or services offered at Launch Trampoline Parks through similar or dissimilar channels of distribution (including, but not limited to: (i) sales through direct marketing through the Internet, catalogs, or telemarketing; (ii) sales through retail stores that do not operate under the Marks; and (iii) sales made at wholesale), at any locations inside or outside the Territory under trademarks or service marks other than the Marks, through similar or dissimilar channels of distribution at any location and on any terms and conditions we deem appropriate;

(b) to operate and to grant others the right to operate Launch Trampoline Parks located outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to your Launch Trampoline Park or your Territory;

(c) the right to acquire the assets or ownership interests of one or more businesses that operate, and/or has granted franchises, licenses, or similar rights to one or more third parties to operate, businesses similar to and/or competing with the Launch Trampoline Parks under any name or marks, and/or the right to be acquired by a competing business, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses in the Territory, *provided, however,* that if we acquire, or are acquired by, such a Competitive Business, we will not grant new franchises or licenses to establish new or additional Competitive Businesses under the Marks or the Competitive Business's marks, in your Territory, and we will not permit any existing businesses (including any existing Competitive Businesses as of the date of the acquisition or transaction) in your Territory to use the Marks and the System;

(d) the right to sell goods we authorize under the Marks, to any person located inside or outside your Territory, through dissimilar channels of distribution, including but not limited to, through electronic means such as on or through websites we have already established, websites we may establish in the future, websites created by and/or hosted by third-parties, or other similar electronic outlets; and

(e) the right to create, place, and/or distribute any advertising and promotional materials related to the System, the Marks, Launch Trampoline Parks, and the Franchised Business, and the services and products offered, and authorize others to do so, and those materials may appear in media, including but not limited to, the Internet or similar electronic media, or be received by prospective customers located anywhere, including within the Territory.

3.4 Limitations on Sale of Products and Services

The Franchise does not include any right to provide any Product or Service at or from any location except from the Site. Your use, directly or indirectly, of the System, the Marks licensed hereunder, or the sale of any Product or Service at any location other than from the Site, except as we may specifically approve, shall be a material breach of this Agreement and shall give us, in addition to all other rights and remedies hereunder, the right to terminate this Agreement. You shall not engage in any promotional activities or sell the Approved Products and Services, or similar products and services, whether directly or indirectly, through the internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system (collectively, the "Electronic Media"); or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from clients or prospective clients located outside of the Territory. You may place advertisements in printed media and on television and radio that are targeted to clients and prospective clients located within the Territory, and you will not be deemed to be in violation of this Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective clients outside of the Territory. You understand and agree that you may not directly solicit customers outside of your Territory.

ARTICLE 4
DEVELOPMENT AND OPENING OF THE LAUNCH TRAMPOLINE PARK

4.1 Site Selection

4.1.1 You shall obtain our acceptance of any proposed site for the Launch Trampoline Park in accordance with our procedures. Within one hundred eighty (180) days from the Effective Date hereof, you will submit to us such demographic, commercial and other information and photographs as we may require in order to evaluate the proposed site. You acknowledge that in reviewing the proposed site we may consider such matters as we deem material including, without limitation, demographic characteristics of the proposed site, traffic patterns, parking, the predominant character of the neighborhood, competition from other businesses providing similar services within the area (including other Launch Trampoline Parks), the number of households, income levels, population, the purchase price or lease terms for the proposed site and other commercial characteristics, the size of the premises, appearance, and other physical characteristics of the proposed site.

4.1.2 We will accept or reject each site you propose for the operation of the Launch Trampoline Park by giving written notice to you. We agree to use reasonable efforts to deliver such notice to you within thirty (30) days after we receive the complete site documentation and any other materials we request regarding you and the proposed site. We will not unreasonably withhold our acceptance of a proposed site that meets our standards and specifications for Launch Trampoline Parks. Upon our approval of a proposed site for the Launch Trampoline Park, the address of the Launch Trampoline Park will be inserted on Attachment 2 to this Agreement. If you are unable to find a suitable location for your Launch

Trampoline Park within one hundred eighty (180) days after you sign this Agreement, we reserve the right to terminate this Agreement.

4.1.3 You hereby acknowledge and agree that our acceptance of the Site does not constitute an express or implied assurance, representation or warranty of any kind as to the suitability of the Site for a Launch Trampoline Park, that you will achieve any particular level of success at the location, that your Launch Trampoline Park will be profitable at that location, or any other assurance. Our acceptance of the Site indicates only that we believe the Site complies with acceptable minimum criteria established by us solely for our purposes as of the time of evaluation. You and we acknowledge that application of criteria that have been effective with respect to other sites may not be predictive of potential for the Launch Trampoline Park and that, subsequent to our approval of the Site, demographic and/or economic factors included in or excluded from our criteria could change, thereby altering the potential of the Site. Such factors are unpredictable and are beyond our control. We shall not be responsible for the failure of the Site to meet your expectations as to revenue, operational performance or other measures. You further acknowledge and agree that your acceptance of a Franchise for the operation of the Launch Trampoline Park at the Site is based on your own independent investigation of the suitability of the Site.

4.2 Approval of Lease

4.2.1 Upon our approval of a proposed site, you will attempt to obtain lawful possession of the approved Site through your direct purchase, lease or sublease. The lease or sublease for the Site shall be in a form satisfactory to us and: (a) provide for concurrent, written notice to us of your default under said lease or sublease; (b) provide for our right, in our sole discretion, to cure your default under said lease or sublease; (c) provide for your right to assign your interest under said lease or sublease to us without the lessor's or sublessor's consent; (d) authorize and require the lessor or sublessor to disclose to us upon our request sales and other information furnished to the lessor or sublessor by you; (e) provide that we shall have the right, in our sole discretion, upon termination of this Agreement or expiration of this Agreement, without the grant of a successor franchise, to assume said lease or sublease; (f) provide for the lessor's or sublessor's consent to your display of the Marks in accordance with our specifications, subject only to applicable law; (g) provide that it may not be materially modified without our prior written consent and that we will receive copies of such modifications when proposed and when executed; and (h) include an executed copy of the Collateral Assignment of Lease, which is attached hereto as Attachment 4, or a substantially similar form.

4.2.2 You will deliver to us for review a copy of the lease, sublease or purchase agreement for the Site. You agree that you will not execute a lease, sublease or purchase agreement without our prior written approval of its terms. If we do not disapprove a proposed lease, sublease or purchase agreement within fifteen (15) days after we receive it, it shall be deemed approved by us. You shall deliver a copy of the signed lease, sublease or purchase agreement to us within fifteen (15) days of its execution. You further agree that you will not execute or agree to any modification of the lease, sublease or purchase agreement which would affect our rights without our prior written approval.

4.3 Design Specifications

We will furnish to you our current requirements you must incorporate in the development of your Launch Trampoline Park, including design, decoration, layout, equipment, furniture, fixtures, color scheme, and signs required in your Launch Trampoline Park ("Design Specifications"). You acknowledge and agree that the Design Specifications are an integral part of the System and form a part of the Trade Dress and that, therefore, your Launch Trampoline Park will be developed, constructed and designed in accordance with the Design Specifications. You shall submit all plans and specifications to us for our approval. You shall not begin development of the Launch Trampoline Park until we approve your plans and specifications. Our review of your plans and specifications is only to verify that they meet our Design Specifications, and are

not meant to verify any compliance with any applicable law, ordinance or building code, which is your sole responsibility.

4.4 Development of the Launch Trampoline Park

As soon as practicable after you obtain possession of the Site by signing a lease, sublease or purchase agreement, you agree, at your expense, to do or cause to be done the following: (a) prepare and submit to us for approval detailed construction plans and specifications and space plans for the Launch Trampoline Park that comply with the Design Specifications and all applicable ordinances, building codes, permit requirements, and lease requirements and restrictions; (b) obtain all required zoning changes, planning consents, building, utility, sign, health, sanitation and business permits, licenses and approvals and any other consents, permits and licenses necessary to lawfully open and operate the Launch Trampoline Park; (c) construct all required improvements in compliance with construction plans and specifications approved by us; (d) decorate the Launch Trampoline Park in compliance with Design Specifications and plans and specifications approved by us; (e) purchase and install all required equipment, including furniture, fixtures and signs; and (f) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services.

4.5 Equipment, Fixtures and Signs

You agree to use in the development and operation of the Launch Trampoline Park only those brands, types and/or models of equipment, fixtures and signs displaying the Marks which meet our specifications. You may purchase approved brands, types and/or models of equipment, fixtures and signs which meet our specifications from any supplier, unless we designate a specific approved supplier for any item. We will, from time to time, supply you with a list of suppliers who sell items which meet our specifications. We and our affiliates reserve the right to be approved and/or designated suppliers. All computer equipment used in the operation of the Launch Trampoline Park must be of a brand, type and/or model authorized by us.

4.6 Initial Inventory

Upon completion of the development of the Launch Trampoline Park, you agree to stock the initial inventory of the Launch Trampoline Park to our specifications and standards. The initial inventory of the Launch Trampoline Park will include your purchase of Products from our designated suppliers.

4.7 Launch Trampoline Park Opening

You agree not to open the Launch Trampoline Park for business until: (a) we determine that all of your obligations pursuant to Sections 4.1 through 4.6 have been fulfilled; (b) pre-opening training of Launch Trampoline Park personnel has been completed to our satisfaction; (c) all amounts then due to us have been paid; (d) we have been furnished with copies of all insurance policies required pursuant to this Agreement or such other evidence of insurance coverage and payment of premiums as we request; and (e) we have given our prior written approval for your Launch Trampoline Park to open. You agree to comply with these conditions and to be prepared to open the Launch Trampoline Park for business not later than twelve (12) months after you sign this Agreement.

If you are unable to open your Launch Trampoline Park for business within this twelve (12) month period, subject to force majeure, you agree to pay to us a delayed opening fee equal to Two Thousand Five Hundred Dollars ($2,500) per month for each additional month your Launch Trampoline Park is not open for business, up to a maximum of six (6) additional months. You understand and acknowledge that such fee shall be in addition to our other rights and remedies hereunder or at law. If your Launch Trampoline Park is not open and operating within eighteen (18) months after you execute this Agreement, we have the right to terminate this Agreement without providing you with a refund.

4.8 Grand Opening Advertising Campaign

You agree to spend Fifty Thousand Dollars ($50,000) on a grand opening advertising and promotional program for the Launch Trampoline Park ("Grand Opening Campaign"). You agree to spend Thirty Thousand Dollars ($30,000) during the thirty (30) day period before, and Twenty Thousand Dollars ($20,000) during the thirty (30) days period following, the opening of the Launch Trampoline Park. Your Grand Opening Campaign must include give-aways we specify, including, but not limited to, coupons, promotional tickets and print advertising. The Grand Opening Campaign shall be in addition to advertising and promotion conducted pursuant to this Agreement, shall utilize marketing and public relations programs and media and advertising materials approved by us, and shall be conducted in accordance with our specifications and standards. In our discretion, we may require you pay to us all or a portion of the required funds for the Grand Opening Campaign, and we will conduct all or a portion of the Grand Opening Campaign on your behalf. In the event we collect this money from you, we will provide an accounting of the spending of these funds to you.

4.9 Relocation of Launch Trampoline Park Site

If, during the term of this Agreement, you wish to relocate your Launch Trampoline Park, or if the Launch Trampoline Park Site is damaged or destroyed and cannot be repaired within sixty (60) days, you must submit to us in writing the materials we require to consider your relocation request, including information concerning the proposed new location for the Launch Trampoline Park. Any such relocation shall be at your sole expense. Our review of your request to relocate will consider factors such as your compliance with this Agreement, the location meets our then-current requirements for a Launch Trampoline Park and is located within your Territory, and you must sign our then-current form of Franchise Agreement. We will not charge you an additional initial franchise fee for relocation.

4.10 Launch Trampoline Park Refurbishment

At our request, which shall not be more frequently than once every five (5) years, you shall refurbish the Launch Trampoline Park at your sole cost and expense so that it conforms to the building design, Trade Dress, color schemes, Design Specifications and presentation of the Marks in a manner consistent with the image then in effect for new Launch Trampoline Parks under the System, including, without limitation, remodeling, redecoration and modifications to existing improvements. Refurbishment does not include (a) regular maintenance of your Launch Trampoline Park and its equipment and furnishings, (b) any technological upgrades we may require during the term of this Agreement.

ARTICLE 5
TRAINING AND GUIDANCE

5.1 Initial Training

5.1.1 Not later than thirty (30) days before the Launch Trampoline Park is scheduled to begin operations, we shall provide initial training at one of our Affiliate's operating Launch Trampoline Parks, or such other location as we designate, in the operation of a Launch Trampoline Park to you (or if you are an entity, your Principal Owner), your general manager and one (1) additional employee (a maximum of three (3) trainees). The cost of training the first three (3) people is included in your initial franchise fee. If you request that we provide our training program to additional people, either before your Launch Trampoline Park opens or while it is operating, you must pay our then-current training fee for each additional trainee. Initial training shall be held at such time and location and for such duration as we designate. You (or if you are an entity, your Principal Owner) and your general manager must complete the initial training program to our reasonable satisfaction. If we, in our sole discretion, determine you or if

you are an entity, your Principal Owner) or your general manager have failed to satisfactorily complete the initial training, you agree to immediately hire a substitute general manager and arrange for such substitute manager to complete the training to our satisfaction, at your expense.

5.1.2 If we, in our sole discretion, determine that you or if you are an entity, your Principal Owner) or any substitute general manager fails to satisfactorily complete the initial training program, we may terminate this Agreement immediately upon notice to you, without opportunity to cure.

5.1.3 You will be responsible for the cost of all travel and living expenses that you and your personnel incur in connection with initial training and any subsequent training, including, but not limited to, travel, lodging, meals and applicable wages. We will not compensate training attendees for any incidental services performed in connection with training. Also, your personnel must be covered by a workers' compensation insurance policy prior to commencing training, and you must provide evidence of such coverage if we request it.

5.1.4 In addition to our initial training program, we will supply one (1) of our representatives to provide pre-opening and opening assistance at your Launch Trampoline Park for up to five (5) days around the Launch Trampoline Park's opening. If this Agreement is for your second (2nd) or an additional Launch Trampoline Park, we reserve the right to not provide opening assistance. You must notify us at least twenty one (21) days prior to the planned opening date. In the event of moving the opening date after the notification period, or failing to notify us within twenty one (21) days of the grand opening, we reserve the right to charge a non-refundable fee in the amount to Fifteen Hundred Dollars ($1,500) to cover our expenses (the "Late Notification Fee").

5.2 Additional Training; Franchisee Meeting

5.2.1 At your request, and subject to the availability of our personnel, we may provide additional assistance and/or training on-site at your Launch Trampoline Park. You agree to pay our then-current per diem fee for each trainer we send to your Launch Trampoline Park and to reimburse each trainer's expenses while providing the on-site assistance, including, but not limited to, travel, lodging and meals.

5.2.2 In addition to the initial training program and any additional on-site assistance or training you request, as described above, we may offer refresher training and/or an annual meeting of our franchisees. We may designate that attendance at any refresher training and/or annual meeting is mandatory for you and/or your general manager. We do not anticipate charging a fee for any refresher training or franchisee meeting, but you must pay for the expenses of your trainees/attendees, including, but not limited to, travel, lodging, meals and wages.

5.2.3 You shall implement a training program for Launch Trampoline Park employees in accordance with training standards and procedures that we may prescribe. You shall maintain, at all times, a staff of trained employees sufficient to operate the Launch Trampoline Park in accordance with this Agreement.

5.3 Guidance and Assistance

We shall furnish guidance to you with respect to: (a) specifications, standards and operating procedures utilized by Launch Trampoline Parks and any modifications thereof; (b) purchasing approved equipment, fixtures, signs, inventory, and operating materials and supplies; (c) development and implementation of local advertising and promotional programs; (d) administrative, bookkeeping, accounting, inventory control and general operating and management procedures of Launch Trampoline Parks; and (e) establishing and conducting employee training programs at the Launch Trampoline Park.

Such guidance shall, in our discretion, be furnished in the form of our Operations Manual, bulletins, written reports and recommendations, other written materials (including by email), refresher training programs and/or periodic telephonic consultations, or in-person consultations at our offices or at your Launch Trampoline Park.

5.4 Operations Manual

We will loan to you for your sole use during the term of this Agreement one (1) copy of an "Operations Manual", which may consist of one (1) or more handbooks or manuals as may be modified, replaced or supplemented by us from time to time, in our sole discretion. We reserve the right to provide the Operations Manual electronically, such as via CD-ROM, videos, intranet, or otherwise through a password-protected Website. The Operations Manual will contain mandatory specifications, standards, policies and procedures prescribed from time to time by us for Launch Trampoline Parks and may include recommended and suggested policies and procedures. The Operations Manual may be modified by us from time to time (a) to reflect changes in the System, including, without limitation, changes in specifications, standards, policies and procedures of Launch Trampoline Parks; (b) to specify brands, types and/or models of equipment which must be used by you in the operation of the Launch Trampoline Park; and (c) to specify changes in the décor, format, image, Products, Services and operations of a Launch Trampoline Park prescribed by us. Any such modifications shall be binding upon you upon being mailed or otherwise delivered to you, as if originally set forth herein. You shall keep your copy of the Operations Manual current by immediately inserting all modified pages furnished by us. In the event of a dispute about the contents of the Operations Manual, the master copy maintained by us at our principal office shall be controlling. You acknowledge that the Operations Manual is proprietary and confidential to us, and you agree that you will not at any time copy or distribute any part of the Operations Manual. Upon termination of this Agreement or expiration of this Agreement without grant of a renewal franchise, you shall return to us all copies of the Operations Manual.

ARTICLE 6
MARKS

6.1 Goodwill and Ownership of Marks

We are the owner or the licensee of the owner of the Marks. All references in this Agreement to our right, title and interest in and to the Marks shall be deemed to include the owner's right, title and interest in and to the Marks. You acknowledge that your right to use the Marks is derived solely from this Agreement and is limited to the operation of the Launch Trampoline Park by you pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by us from time to time during the term of the Franchise. Any unauthorized use of the Marks by you shall constitute a material breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that all usage of the Marks by you and any goodwill established thereby shall inure to our exclusive benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you other than the right to operate the Launch Trampoline Park in compliance with this Agreement. All provisions of this Agreement applicable to the Marks shall apply to any other trademarks, service marks and commercial symbols hereafter authorized in writing for use by and licensed to you by us.

You understand and agree that the limited license to use the Marks granted hereby applies only to such proprietary marks as are designated by us, and which are not subsequently designated by us as being withdrawn from use, together with those which may hereafter being designated by us in writing. You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of our Marks by virtue of the limited license granted hereunder, or by virtue of your use of any of the Marks.

During the term of this Agreement and any renewal or extension hereof, you shall identify yourself as the independent owner of the Launch Trampoline Park in conjunction with any use of the Marks, including, but not limited to, on invoices, order forms, receipts, business stationery, contracts with all third parties or entities, as well as the display of such notices in such content and form and at such conspicuous locations as we may designate in writing.

6.2 Limitations on Your Use of Marks

You agree to use the Marks as the sole trade identification of the Launch Trampoline Park, provided that you shall identify yourself as the independent owner of the Launch Trampoline Park in the manner prescribed by us. You shall not use any Mark or any variation thereof (a) as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form; (b) in connection with the performance or sale of any unauthorized services or products; (c) as part of the Domain Name or electronic address of any Website; or (d) in any other manner not expressly authorized in writing by us. You agree to display the Marks prominently in the manner prescribed by us at the Launch Trampoline Park and in connection with advertising and marketing materials. You agree to give such notices of trademark and service mark registrations as we specify and to obtain such business name registrations as may be required under applicable law.

6.3 Notification of Infringements and Claims

You shall immediately notify us of any apparent infringement of or challenge to your use of any Mark or claim by any person of any rights in any Mark, and you shall not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We shall have sole discretion to take such action as we deem appropriate in connection with the foregoing and the right to control exclusively any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Marks. We will reimburse you for the reasonable out-of-pocket expenses incurred and paid by you in complying with the requirements imposed by this Section.

6.4 Discontinuance of Use of Marks

If it becomes advisable at any time, in our sole judgment, for the Launch Trampoline Park to modify or discontinue the use of any Mark or of any aspect of the Trade Dress and/or for the Launch Trampoline Park to use one or more additional or substitute trademarks or service marks or substitute trade dress, you agree to immediately comply with our directions to modify or otherwise discontinue the use of such Mark and/or to use one or more additional or substitute trademarks, service marks, logos or commercial symbols or substitute trade dress after notice thereof by us. We shall have no obligation to reimburse you for any expenditures made by you to modify or discontinue the use of a Mark or to adopt substitutes for a discontinued Mark including, without limitation, any expenditures relating to advertising or promotional materials or to compensate you for any goodwill related to the discontinued Mark. You covenant not to commence or join in any litigation or other proceeding against us for any of these expenses, losses or damages.

6.5 Indemnification of You

We agree to indemnify you against, and to reimburse you for, all damages for which you are held liable in any proceeding arising out of your use of any Mark pursuant to and in compliance with this Agreement and for all costs reasonably incurred by you in the defense of any such claim brought against

you or in any such proceeding in which you are named as a party, provided that you have timely notified us of such claim or proceeding, have given us sole control of the defense and settlement of any such claim, and have otherwise complied with this Agreement.

ARTICLE 7
COPYRIGHTS

7.1 Ownership of Copyrights

You and we acknowledge and agree (a) that we may authorize you to use, in connection with the operation of the Launch Trampoline Park, certain copyrighted or copyrightable works which shall be referred to herein as the "Copyrighted Works"; (b) that the Copyrighted Works are our valuable property or the property of the copyright owner, who may not be us; and (c) that the rights herein are granted to you solely on the condition that you comply with the terms of this Section. You acknowledge and agree that we own or are the licensee of the owner of the Copyrighted Works and will further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of Launch Trampoline Parks. Such Copyrighted Works include the Operations Manual and may include all or part of the Marks, Trade Dress, Design Specifications and other portions of the System. We intend that all works of authorship related to the System and created in the future will be owned by us.

7.2 Limitation on Your Use of Copyrights

You acknowledge that your right to use the Copyrighted Works is derived solely from this Agreement and is limited to the use of such Copyrighted Works pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by us from time to time during the term of this Agreement. You shall ensure that all Copyrighted Works used hereunder shall bear an appropriate copyright notice under the Universal Copyright Convention or other copyright laws prescribed by us specifying that we are the owner of the copyright. You acknowledge that this Agreement does not confer any interest in the Copyrighted Works upon you other than the right to operate the Launch Trampoline Park in compliance with this Agreement. If we authorize you to prepare any adaptation, translation or derivative work of the Copyrighted Works, you hereby agree that such adaptation, translation or derivative work shall be our property and you hereby assign all your right, title and interest therein to us. You agree to execute any documents in recordable form which we determine are necessary to reflect such ownership. You shall submit all such adaptations, translations or derivative works to us for approval prior to use.

7.3 Notification of Infringements and Claims

You shall immediately notify us of any actual or apparent infringement of or challenge to any of the Copyrighted Works or claim by any person of any rights in the Copyrighted Works. You shall not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We shall have the sole discretion to take such action as we deem appropriate in connection with the foregoing and the right to control exclusively any settlement, litigation, arbitration or administrative proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to the Copyrighted Works.

7.4 Discontinuance of Use

If it becomes advisable at any time in our sole judgment for you to modify or discontinue use of any of the Copyrighted Works and/or for you to use one or more additional or substitute copyrighted or copyrightable items, you agree to immediately comply with our directions to modify or otherwise discontinue the use of the copyrighted materials and/or to use one or more substitute materials.

ARTICLE 8
CONFIDENTIAL INFORMATION

8.1 Definition of "Confidential Information"

We possess and will further develop and acquire "Confidential Information" including, but not limited to, the following categories of information, methods, techniques, procedures, and knowledge developed or to be developed by us, our Affiliates and/or franchisees: System standards, market research, advertising and promotional campaigns, approved suppliers, operating results of Launch Trampoline Parks, the terms of your agreement with us, the Operations Manual, graphic designs and other intellectual property, and your customer list.

8.2 Sales and Operations Data Deemed Confidential

All data relating to the sales and operations of the Launch Trampoline Park shall also be deemed to be Confidential Information for purposes of this Agreement.

8.3 Disclosure of Confidential Information

We will disclose such parts of the Confidential Information as are required for the operation of a Launch Trampoline Park to you during training and in guidance and assistance furnished to you during the term of this Agreement, and you may learn or otherwise obtain from us additional Confidential Information during the term of this Agreement. You acknowledge and agree that neither you nor any other person or entity will acquire any interest in or right to use the Confidential Information, other than your right to utilize it in the operation of the Launch Trampoline Park, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition with us and other Launch Trampoline Park franchisees. You agree to disclose the Confidential Information to your Owners and to employees of the Launch Trampoline Park only to the extent reasonably necessary for the operation of the Launch Trampoline Park.

8.4 Non-Disclosure of Confidential Information

You acknowledge and agree that the Confidential Information is confidential to us and a valuable asset of ours, is proprietary, includes our trade secrets, and is disclosed to you solely on the condition that you, your Owners and your employees who have access to it agree, and you do hereby agree, that during and after the term of this Agreement, you, your Owners and such employees:

(a) will not use the Confidential Information in any other business or capacity;

(b) will maintain the absolute secrecy and confidentiality of the Confidential Information;

(c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible form;

(d) will adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of or access to the Confidential Information; and

(e) will require all Principal Owners and all employees and Owners who will have access to Confidential Information, including, without limitation, managers and other personnel who attend our training programs, to execute Confidentiality and Non-Competition Agreements in the form attached hereto as Attachment 5. We shall be a third party beneficiary of such agreements with the independent right to enforce their terms. You shall provide, at our request, executed originals of each such

Confidentiality and Non-Competition Agreement. Failure to procure execution of a Confidentiality and Non-Competition Agreement shall be a material breach of this Agreement.

8.5 Use of Confidential Information

This Agreement hereby licenses to you the right to use the Confidential Information solely in connection with the development and operation of your Launch Trampoline Park. Nothing contained herein shall be construed to prohibit you from using the Confidential Information in connection with the operation of the Launch Trampoline Park licensed to you under this Agreement.

8.6 Restrictions on Use

Notwithstanding anything to the contrary contained in this Agreement, and provided you shall have obtained our prior written consent, the restrictions on your disclosure and use of the Confidential Information shall not apply to the following: (a) information, methods, procedures, techniques and knowledge which are or become generally known in the business of the offer and sale of Approved Products and Services in the United States, other than through deliberate or inadvertent disclosure by you; and (b) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that you are legally compelled to disclose such information, provided you have notified us prior to disclosure and shall have used your best efforts to obtain, and shall have afforded us the opportunity to obtain, an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed.

8.7 New Ideas and Concepts

You agree to promptly disclose to us all ideas, concepts, methods, techniques and products relating to the development and operation of a Launch Trampoline Park conceived or developed by you, your Affiliates, Owners or your employees during the term of this Agreement, whether or not protectable intellectual property, and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent that any item does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing an assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item. We shall have no obligation to make any payment with respect to any such idea, concept, method, technique or product. You agree that you will not use, nor will you allow any other person or entity to use, any such concept, method, technique or product without obtaining our prior written approval.

ARTICLE 9
EXCLUSIVE RELATIONSHIP; NON-COMPETITION

9.1 You acknowledge and agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Launch Trampoline Parks if franchisees, their Principal Owners, or members of any of their immediate families were permitted to engage in, hold interests in, or perform services for a Competitive Business. You further acknowledge and agree that we have granted you the right to develop and operate your Launch Trampoline Park in consideration of and in reliance upon your agreement to deal exclusively with us. Therefore, you agree that during the term of this Agreement, you, your Principal Owners, and members of their immediate families who have attended any of our training programs, or have participated in any aspects of the operation or management of the Franchised Business or otherwise may have access to Confidential Information, shall not, directly or indirectly:

(a) own, maintain, operate, engage in, franchise, license, or have any direct or indirect controlling or non-controlling interest, whether of record, beneficially, or otherwise, in a Competitive Business, wherever located or operating (except that an equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(b) be or perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(c) divert or attempt to divert any actual or potential business or customers of your Launch Trampoline Park to a Competitive Business; or

(d) engage in any other activity which might injure the goodwill of the Marks or System.

9.2 You agree to obtain similar covenants from the personnel and persons we specify including your directors, managers and other employees and immediate family members that attending our training program or having access to the Confidential Information. We have the right to specify the form of agreement that you use and to be a third-party beneficiary of those agreements with independent enforcement rights.

ARTICLE 10
FEES

10.1 Initial Franchise Fee

10.1.1 You agree to pay to us upon execution of this Agreement an "Initial Franchise Fee" in the amount of Fifty Thousand Dollars ($50,000). The Initial Franchise Fee shall be fully earned by us upon execution of this Agreement and is non-refundable.

10.1.2 If this Agreement is being executed pursuant to the terms of a Multi-Unit Development Agreement between you and us, then the Initial Franchise Fee payable shall be Twenty-Five Thousand Dollars ($25,000), payable in a lump sum upon execution of this Agreement, which amount shall not be refundable under any circumstances.

10.1.3 If this Agreement is being executed pursuant to the terms of a Site Selection Agreement between you and us, and if you paid us a site selection fee of Five Thousand Dollars ($5,000), then the balance of the Initial Franchise Fee of Forty Five Thousand Dollars ($45,000) is payable in a lump sum upon execution of this Agreement, which amount shall not be refundable under any circumstances.

10.2 Royalty Fee

10.2.1 During the term of this Agreement, you shall pay to us, in partial consideration for the rights herein granted, a continuing weekly royalty fee equal to six percent (6%) of Gross Sales ("Royalty Fee"). Such Royalty Fee shall be due and payable each week based on the Gross Sales for the previous week ending Sunday so that it is received by us by electronic funds transfer on or before Wednesday of each week, provided that such day is a business day. If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day.

10.2.2 Each calendar week during the term of this Agreement, you must send to a royalty report itemizing the Gross Sales for the preceding week ending Sunday ("Royalty Report") and any other

reports required hereunder. Notwithstanding the foregoing, you shall provide us with such Gross Sales information not later than Monday of each week by email or such other method as we may require.

10.2.3 If the state in which your Launch Trampoline Park is located imposes upon us a sales or other tax on Royalty Fees paid to us, then we shall have the right to collect this tax from you.

10.3 Definition of "Gross Sales"

"Gross Sales" means the total revenues and receipts from whatever source (whether in the form of cash, credit, check, agreement to pay, or other consideration) that arise, directly or indirectly, from the operation of or in connection with your Launch Trampoline Park whether under any of the Marks or otherwise. Gross Sales exclude sales taxes collected from customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing. For the avoidance of doubt, Gross Sales include revenues and receipts from any goods or services offered and sold by your Business, including any unapproved goods and services offered or sold by your Launch Trampoline Park in violation of this Agreement.

If a state or local law in which the Franchised Business is located prohibits or restricts in any way your ability to pay and our ability to collect Royalty Fees or other amounts based on Gross Sales derived from the sale of beer, wine and other alcoholic beverages at the Franchised Business and if your Franchised Business offers and sells alcoholic beverages, then we and you shall modify the percentage rate for calculating Royalty Fees, and change the definition of Gross Sales to exclude sales of beer, wine and other alcoholic beverages, in a manner such that the Royalty Fees to be paid by you, and received by us, shall be equal to such amounts as you would have been required to pay, and we would have received, if sales from beer, wine and other alcoholic beverages were included in Gross Sales.

10.4 Interest on Late Payments

All Royalty Fees, Brand Development Fund contributions, amounts due for purchases by you from us, and other amounts which you owe to us or our Affiliates shall bear interest after the due date at a rate equal to one and one-half percent (1.5%) per month or the maximum interest rate permitted by law, whichever is less. Interest shall accrue from the original due date until payment in full is received by us. You acknowledge that this Section shall not constitute our agreement to accept such payments after same are due or a commitment by us to extend credit to or otherwise finance your operation of the Launch Trampoline Park. You acknowledge that failure to pay all such amounts when due shall constitute grounds for termination of this Agreement as provided herein, notwithstanding the provisions of this Section.

10.5 Application of Payments

Notwithstanding any designation by you, we shall have sole discretion to apply any payments received from you or any indebtedness of yours to us or our Affiliates to any past due indebtedness of yours for Royalty Fees, Brand Development Fund contributions (as described in Section 12.1 below), purchases from us or our Affiliates, interest, or any other indebtedness of yours to us.

10.6 Electronic Funds Transfer

10.6.1 At our request, you must sign and deliver to us any documents required by us, our bank and/or your bank to authorize us to debit your bank account automatically for the Royalty Fee and other amounts due under this Agreement. You agree to make the funds available for withdrawal by electronic transfer before each due date.

10.6.2 If you fail to report the Launch Trampoline Park's Gross Sales, we may debit your account for one hundred twenty percent (120%) of the last Royalty Fee and Brand Development Fund

contribution (as described in Section 12.1 below) that we debited. If the Royalty Fee and Brand Development Fund contribution debited from your account are less than the Royalty Fee and Brand Development Fund contribution you actually owe to us (once we have determined the Launch Trampoline Park's true and correct Gross Sales), we will debit your account for the balance of the Royalty Fee and Brand Development Fund contribution due on the day we specify. If the Royalty Fee and Brand Development Fund contribution debited from your account are greater than the Royalty Fee and Brand Development Fund contribution actually owed, we will credit the excess against the amount we otherwise would debit from your account during the following week.

10.7 Insufficient Funds Fee and Charge Back Fee

You agree to maintain a balance in your operating account that is sufficient to meet your financial obligations when they become due. For any amounts payable to us and/or our affiliates when they are due, if there are not sufficient funds in your operating account to pay such amounts then, in addition to paying any amounts owed plus applicable interest, or if you charge back fees that were processed by us, you agree to pay to us non-refundable fee in the amount of One Hundred Dollars ($100). Such fee shall be payable to us each time you do not have sufficient funds in your operating account to pay amounts owed to us and/or our affiliates when they become due.

10.8 Application of Payments

We have discretion to apply against amounts due to us or any of our affiliates any payments received from you or any amount we owe you.

10.9 Withholding Payments Unlawful

You agree that you will not withhold payment of any Royalty Fees or any other amount due to us, and that the alleged non-performance or breach of any of our obligations under this Agreement or any related agreement does not establish a right at law or in equity to withhold payments due us for Royalty Fees or any other amounts due.

ARTICLE 11
LAUNCH TRAMPOLINE PARK IMAGE AND OPERATION

11.1 Condition and Appearance of the Launch Trampoline Park

11.1.1 You agree that: (a) neither the Launch Trampoline Park nor the Site will be used for any purpose other than the operation of a Launch Trampoline Park in compliance with this Agreement; (b) you will maintain the condition and appearance of the Launch Trampoline Park, its equipment, fixtures, signs, and the Site in accordance with our specifications and standards and consistent with the image of a Launch Trampoline Park; and (c) you will perform such maintenance with respect to the décor, equipment, fixtures, and signs of the Launch Trampoline Park and the Site as may be required from time to time to maintain good condition, appearance, and efficient operation including, without limitation: (i) thorough cleaning, exterminating, repainting and redecorating of the interior and exterior of the Site on a daily basis or at reasonable intervals, as applicable; (ii) interior and exterior repair of the Site; (iii) repair or replacement of damaged, worn out or obsolete equipment, fixtures, and signs, provided that (except for our right to require you to remodel and refurbish your Launch Trampoline Park as described in Section 4.10 above) we will not require you to replace any obsolete equipment unless we have initiated a program to replace such equipment as it becomes necessary in the Launch Trampoline Parks that we operate; a (iii) you will not make any material alterations to the Site or to the appearance of the Launch Trampoline Park as originally developed without our prior approval in writing; (v) subject to our approval of plans, layouts and designs, you will remodel, expand, redecorate, reequip and refurnish the Site and the Launch Trampoline Park when required by us, but no more often than once every five (5) years, to reflect changes in the operation of Launch Trampoline Parks prescribed by us and required of new Launch Trampoline Park franchisees, as

described in Section 4.10 above. You shall have a reasonable time period remaining under this Agreement to amortize the costs of such improvements. Notwithstanding the provisions above, we can require you to change and/or upgrade equipment at any time to comply with new specifications and standards; and (vi) you will place or display at the interior and exterior of Site only such signs, emblems, lettering, logos, and display and advertising materials that are from time to time approved by us, and which may be modified if you enter into an Endorsement Agreement as described above.

11.1.2 In addition to our rights to terminate this Agreement as set forth herein, if you do not maintain the condition and appearance of the Launch Trampoline Park as herein required, we may, upon not less than ten (10) days' notice to you, or immediately in cases of health or sanitation hazards or other public endangerment: (a) arrange for the necessary cleaning, sanitation, repair, remodeling, upgrading, painting or decorating; or (b) replace the necessary fixtures, furnishings, equipment, or signs. You shall promptly pay the entire cost thereof following the receipt of a bill for such work from us.

11.2 Products and Services Offered at the Launch Trampoline Park

You agree that the Launch Trampoline Park will solely offer for sale all Approved Products and Services that we from time to time prescribe and that the Launch Trampoline Park will make available all services that we prescribe from time to time for Launch Trampoline Parks. You agree that the Launch Trampoline Park will not offer or sell at the Site, on the Internet, or at any other location (whether physical, digital, or otherwise), in conjunction with the Marks or any other marks, any products or services which that we have not approved.

11.3 Approved Products, Distributors and Suppliers

11.3.1 The reputation and goodwill of Launch Trampoline Parks is based upon and can be maintained only by the sale of distinctive, high quality Products and the presentation and packaging of such Products in an efficient and appealing manner. We have developed standards and specifications for the Products, materials and supplies incorporated in or used in the delivery of our Approved Products and Services authorized for sale at Launch Trampoline Parks. We have and will periodically approve suppliers and distributors of the foregoing Products that meet our standards and requirements including, without limitation, standards and requirements relating to quality, prices, consistency, reliability, financial capability, labor relations and customer relations. You agree that the Launch Trampoline Park will: (a) purchase the Products only from approved suppliers and sell such Products; and (b) purchase from distributors and other suppliers approved by us all other goods, food products, ingredients, materials and supplies used in the preparation or sale of Products, and equipment, forms, paper and plastic products, packaging or other materials that meet our standards and specifications for the same. We may from time to time modify the list of approved brands and/or suppliers and you shall not, after receipt in writing of such modification, reorder any brand from any supplier which is no longer approved.

11.3.2 We may approve a one or more distributor(s) or other supplier(s) for any Product or Service and may approve a one or more distributor(s) or other supplier(s) only as to certain Products or Services. We may concentrate purchases with one (1) or more distributors or suppliers to obtain lower prices and/or the best advertising support and/or services for any group of Launch Trampoline Parks, whether franchised or operated by us. Approval of a distributor or other supplier may be conditioned on requirements relating to the frequency of delivery, standards of service, prompt attention to complaints, or other criteria we solely determine. The concentration of purchases as set forth above and may be temporary pending a further evaluation of such distributor or other supplier by us.

11.3.3 You must permit us or our agents, at any reasonable time, to remove a reasonable number of samples of Products from your inventory or from the Launch Trampoline Park free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current

standards and specifications. In addition to any other remedies we may have, we may require you to pay our then-current fee for the testing if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications.

11.3.4 If you wish to purchase, lease or use any products or other items from an unapproved supplier, you must submit a written request for approval, or must request the supplier to do so. We must approve any product or supplier in writing before you make any purchases of that product or from that supplier. We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, either to us or to an independent laboratory, for testing. We reserve the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards. Our supplier approval procedure does not obligate us to approve any particular supplier. However, we will notify you within a reasonable time after we complete the inspection and evaluation process of our approval or disapproval of any proposed supplier. We are not required to make available to you or to any supplier our criteria for product or supplier approval. You or the supplier must pay our then-current fee for our evaluation.

11.3.5 In the event you (a) offer to sell and/or sell any food, beverage, products, or merchandise, use an equipment, inventory, or supplies in your Launch Trampoline Park, or perform any services that we have not prescribed, approved or authorized, you shall, immediately upon notice from us: (i) cease and desist the unauthorized activity and immediately replace all unapproved with approved food, beverage, products, merchandise, equipment, inventory, or supplies, and (ii) pay to us, on demand, our then-current fee ("Prohibited Product Or Service Fee") per violation per day. This fee shall be in addition to all other remedies available to us under this Agreement or at law. If any inspection of your Park reveals violations of our standards, you must reimburse us of our cost for any re-inspection or follow up visits to your Park to determine if all violations have been remedied.

11.4 Pricing

With respect to the offer and sale of all Approved Products and Services, we may from time to time offer guidance with respect to the selling price for such goods, products and services; or we may determine the minimum and/or maximum selling prices for such Approved Products and Services, to the extent permitted by applicable law, and you shall be bound to adhere to any such recommended or required pricing. If you sell any or all Approved Products and Services at any price recommended or required by us, you acknowledge that we have made no guarantee or warranty that offering such Products or Services at the recommended or required price will enhance or guaranty you any sales or profits.

11.5 Specifications, Standards and Procedures

11.5.1 You acknowledge that the operation of the Launch Trampoline Park in compliance with our high standards is important to us and other Launch Trampoline Parks and you agree to maintain such high standards in the operation of the Launch Trampoline Park. You agree to comply with all mandatory specifications, standards and operating procedures relating to the appearance, function, cleanliness, days and hours of operation (subject to applicable law or the terms of your lease), number of telephone lines and operation of a Launch Trampoline Park, number and placement of security cameras in your Launch Trampoline Park, our right to have independent access to the security camera system, and with our requirements for the décor, equipment, format and image of a Launch Trampoline Park as they may be developed or changed by us from time to time. You acknowledge and agree that all mandatory specifications, standards, and operating procedures prescribed from time to time by us in the Operations Manual or otherwise shall constitute binding obligations on your part, and any failure by you to adhere to such mandatory specifications, standards and operating procedures shall constitute grounds for termination of this Agreement by us as provided for herein. All references herein to this Agreement shall include all such mandatory specifications, standards, and operating procedures.

11.5.2 You acknowledge that due to peculiarities of particular market areas and circumstances, complete and detailed uniformity may not be practical or in the best interests of all Launch Trampoline Parks. We reserve the right to vary, in our sole discretion, standards and procedures as they relate to a particular franchisee or group of franchisees. Nothing in this Agreement shall be construed to require us to grant you a like variance, or to permit you to modify the standards and procedures required for the operation of your Launch Trampoline Park. Any such variances or modifications shall be in our sole and absolute discretion.

11.6 Modification of the System

You understand and agree that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other market place variables, and if it is to best serve the interests of us, you and all other franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Launch Trampoline Park is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, decor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and changing, improving, modifying or substituting the Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes shall not materially and unreasonably increase your obligations hereunder.

You shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

We shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. Finally, you expressly waive any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

11.7 Compliance with Laws and Good Business Practices

You shall secure and maintain in force in your name all required licenses, permits, and certificates relating to the conduct of your business pursuant to this Agreement. You shall operate the Launch Trampoline Park in full compliance with all applicable laws, ordinances and regulations including, without limitation, immigration law, worker's compensation insurance, unemployment insurance, and withholding and payment of all taxes. All advertising by you shall be completely factual, in good taste in our judgment, and shall conform to high standards of ethical advertising. You shall in all dealings with your customers, suppliers, us, public officials, and the general public adhere to high standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Marks and other Launch Trampoline Parks. You shall notify us in writing within five (5) days of your learning 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 you or the Launch Trampoline Park.

You and your Owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your Owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your Owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your Owners, or any blocking of your or your Owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

11.8 Management and Personnel of the Launch Trampoline Park

11.8.1 You shall maintain, at all times, a general manager who has completed our training program to our satisfaction and of whom we approve. Your general manager will be the individual primarily responsible for the daily operation of your Launch Trampoline Park, and we shall have the right to deal directly with such general manager on matters pertaining to day-to-day operations of and reporting requirements for the Launch Trampoline Park; provided, however, that you (or if you are an entity, your Principal Owners) shall assume all responsibility for the operation of your Launch Trampoline Park in accordance with the terms of this Agreement, our Operations Manual and our System standards. We recommend, but do not require, that you (or if you are an entity, your Principal Owner) are the general manager for your Launch Trampoline Park. The Launch Trampoline Park must be open on the days and during the hours we specify in the Operations Manual, subject to applicable law and the terms of your lease.

11.8.2 Upon the death, disability or termination of employment of your general manager, you shall immediately notify us and designate a successor or acting general manager who meets our then-current criteria. In no event shall the appointment of a successor or acting manager be more than thirty (30) days after the death, disability or termination of the predecessor manager. Each successor general manager must satisfactorily complete our initial training program within sixty (60) days of appointment by you.

11.8.3 You acknowledge that you are an independent business and responsible for control and management of your Launch Trampoline Park, including, but not limited to, the hiring and discharging of your employees, tax withholdings, and setting and paying wages and benefits of your employees. You shall hire all employees of the Launch Trampoline Park and shall be exclusively responsible for the terms of their employment, compensation and for the proper training of such employees in the operation of the Launch Trampoline Park. In no event will any of your employees be deemed to be employees of ours. You acknowledge that we have no power, responsibility or liability in respect to the hiring or discharging of employees, tax withholdings or setting or paying of wages or related matters. We may require you to obtain confidentiality and non-competition agreements from certain of your employees. You shall establish at the Launch Trampoline Park for all employees a training program meeting the standards prescribed by us.

11.8.4 During the term of this Agreement, we shall not directly or indirectly employ or seek to employ any person who is employed by you or by any entity controlled by you nor induce any such person to leave said employment without your prior written consent.

11.8.5 You acknowledge and agree that due to the nature of the business of the Launch Trampoline Park, and that many of the Launch Trampoline Park's expected customers may be minors, it is critical to the goodwill and public perception of the Marks and all Launch Trampoline Parks to attempt to avoid adverse public reaction to employees of your Launch Trampoline Park and to attempt to avoid inappropriate behavior of your employees towards the customers of the Launch Trampoline Park.

Accordingly, you agree that all of your employees must pass the rigorous screening test as may be required by law, regulations, industry standards, or recommendations, or as we may deem necessary or desirable.

11.9 Insurance

11.9.1 During the term of this Agreement, you shall maintain in force under policies of insurance issued by licensed insurers approved by us the categories and amounts of insurance coverage specified by us in the Operations Manual. You acknowledge and understand that we have the right to change our insurance requirements, and you shall comply with such changes. As of the date of this Agreement, our current insurance requirements include:

(a) general liability coverage in the amount of One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate;

(b) "all risks" coverage for the full cost of replacement of the Site and all other property in which we may have an interest with no coinsurance clause;

(c) business interruption insurance in a sufficient amount to cover profit margins, maintenance of competent and desirable personnel and fixed expenses for a period of at least ninety (90) days;

(d) workers' compensation and employer liability insurance in amounts provided by applicable law, but not less than Five Hundred Thousand Dollars ($500,000);

(e) an umbrella liability policy with limits of not less than Two Million Dollars ($2,000,000);

(f) other insurance required by the state or locality in which the Launch Trampoline Park is located and operated or as may be required by the lease or mortgage for the Site; and

(g) as related to any construction, renovation or remodeling of the Launch Trampoline Park, builders risks insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory to us.

11.9.2 You shall also maintain such additional insurance as is necessary to comply with all legal requirements concerning insurance. We may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

11.9.3 The insurance policies required herein shall:

(a) name us as an additional named insured and contain a waiver of all subrogation rights against us, our Affiliates, and our respective successors and assigns;

(b) provide for thirty (30) days' prior written notice to us of any material modification, cancellation, or expiration of such policy;

(c) provide that the coverage applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured;

(d) contain no provision which in any way limits or reduces coverage for you in the event of a claim by any one or more of the parties indemnified under this Agreement;

(e) be primary to and without right of contribution from any other insurance purchased by the parties indemnified under this Agreement; and

(f) extend to and provide indemnity for all obligations assumed by you hereunder and all other items for which you are required to indemnify us under this Agreement.

11.9.4 You shall provide us with evidence of the insurance required hereunder not later than fifteen (15) days before the Launch Trampoline Park opens. You shall provide us with a complete copy of each insurance policy no more than thirty (30) days after our request for same. Thereafter, prior to the expiration of the term of each insurance policy, you shall furnish us with evidence of each renewal or replacement insurance policy to be maintained by you for the immediately following term and evidence of your payment of the premiums. If you fail or refuse to maintain required insurance coverage or to furnish satisfactory evidence thereof and the payment of the premiums, we may, at our option, and in addition to our other rights and remedies hereunder, obtain such insurance coverage on your behalf and you shall fully cooperate with us in our effort to obtain such insurance policies, promptly execute all forms or instruments required to obtain or maintain any such insurance, allow any inspections of the Launch Trampoline Park which are required to obtain or maintain such insurance and pay to us on demand any costs and premiums incurred by us for such insurance plus a ten percent (10%) administrative fee. If you fail to purchase or maintain any insurance required by this Agreement or fail to reimburse us for our purchase of insurance on your behalf within fifteen (15) days of delivery to you of our written demand for reimbursement, then we may terminate this Agreement upon notice of termination without opportunity to cure.

11.9.5 The maintenance of sufficient insurance coverage shall be your responsibility. Your obligations to maintain insurance coverage as herein described shall not be affected in any manner by reason of any separate insurance maintained by us nor shall the maintenance of such insurance relieve you of any indemnification obligations under this Agreement.

11.10 Credit Cards and Other Methods of Payment

If we require, you shall, at all times, have arrangements in existence with a full range of credit and debit card issuers or sponsors, check verification services and electronic fund transfer systems as we designate from time to time in order that the Launch Trampoline Park may accept customers' credit and debit cards, checks and other methods of payment. In addition, you agree to subscribe to our on-line booking and ticket sales program and to pay any costs you incur related thereto.

You shall sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by us, and only in the manner specified by us in the Operations Manual or otherwise in writing. You shall fully honor all Gift Cards that are in the form provided or approved by us regardless of whether a Gift Card was issued by you or another Launch Trampoline Park. You shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by us in the Operations Manual or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Gift Cards issued by other Launch Trampoline Parks and for making timely payment to us, other operators of Launch Trampoline Parks, or a third-party service provider for Gift Cards issued from the Launch Trampoline Park that are honored by us or other Launch Trampoline Park operators.

11.11 Best Efforts, Sole Purpose

11.11.1 You and your Principal Owners agree to use their best efforts to develop and expand the market for the Approved Products and Services offered by the Launch Trampoline Park and to cooperate with us to accomplish the purposes of this Agreement.

11.11.2 If you are a corporation, partnership, limited liability company or other legal entity, you will not, directly or indirectly, engage in any business or other activity other than the development and operation of Launch Trampoline Parks pursuant to agreements with us.

11.12 Website Operation

11.12.1 We alone may establish, maintain, modify or discontinue all internet, world wide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators ("URLs") and, if we do, we may design and provide for the benefit of your Launch Trampoline Park a "click through" subpage at our website for the promotion of your Launch Trampoline Park. If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Launch Trampoline Park, you must routinely provide us with updated copy, photographs and news stories about your Launch Trampoline Park suitable for posting on your "click through" subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage.

11.12.2 Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at Launch Trampoline Park – also be devoted in part to offering Launch Trampoline Park franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

11.12.3 In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, System discussion forums and system-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Launch Trampoline Park; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "Launch Trampoline Park" name or any name confusingly similar to the Marks.

11.12.4 You are not permitted to promote your Franchised Business or use any of the Marks in any manner on any social or networking websites, as defined below, without our prior written consent. You must comply with our System standards regarding the use of social media in your Franchised Business's operation, including prohibitions on your and the Franchised Business's employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by us ("social media" includes personal blogs, common social networks like Facebook, Instagram, TikTok, professional networks like LinkedIn, live-blogging tools like Twitter, Instagram, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). If we provide you with access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf. We will control all social media initiatives.

11.12.5 We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

11.12.6 You acknowledge that as between us and you, we have the sole right to and interest in all telephone numbers and directory listings associated with the Marks. You, concurrently with the execution of this Agreement, shall execute our forms of Internet Website and Listings Agreement and Telephone Listings Agreement, attached to this Agreement as Attachment 3. You, by executing this Agreement, authorize us and hereby appoint us and any of our officers as your attorney-in-fact to direct your internet service provider, the telephone company and all listing agencies to transfer the same to us, should you fail or refuse to do so. The internet service provider, telephone company and all listing agencies may accept this Agreement and/or the Internet Website and Listings Agreement and Telephone Listings Agreement as conclusive evidence of our exclusive right in such Domain Names, internet listings, telephone numbers and directory listings and our authority to direct their transfer.

11.12.7 Beginning the calendar month you sign this Agreement, you will begin paying to us, our affiliates, or our approved third-party suppliers the then-current technology fees to create and maintain the email addresses used in your Franchised Business, the licenses to stream and play music at and for your Launch Trampoline Park, and for any proprietary software developed by us, our affiliates, or third parties to be used in the System (collectively, the "Technology Fees"). The Technology Fees are due and payable to us on or before the tenth (10^{th}) day of each calendar month, or as described in the Operations Manual. If paid to us, the Technology Fees must be paid to us in the same manner as the Royalty Fee. We may increase the Technology Fee upon notice to you.

11.13 Industry Certifications

Prior to the opening of the Franchised Business and during the term of the Agreement, you and the personal we designated must attend and complete per the program's requirements, industry certifications from an approved food safety and handling program (ServSafe or a similar program) and, if you offer and sell alcoholic beverages, an approved alcohol service training program (TIPS or a similar program), which shall be referred to in this Agreement as "Industry Certifications". You shall be responsible for the program fees and for the expenses incurred by you and your personnel in connection with the Industry Certifications programs, including, without limitation, costs of travel, lodging, meals and applicable wages. You and other personnel we designate must maintain these Industry Certifications during the initial and renewal terms of this Agreement. Recertification may be necessary based on the specific requirements of Industry Certifications program.

11.14 Centralized Customer Service System

We reserve the right to create a centralized reservation, ticket sales, and/or call center system. If we create a centralized system, you will pay a monthly fee and reasonable charges for participation in the system (e.g., $250/month + up to 6% of overall group and birthday party revenue).

11.15 Annual Conference

You (or if you are an entity, your Principal Owner) and general manager must attend any annual franchise conference that we sponsor or designate. You must pay to us our then-current conference fee and you are responsible for all travel and living expenses. If you fail to attend the annual franchise conference without our prior written consent, you must pay our then-current fee for two people for failure to attend.

ARTICLE 12
ADVERTISING

12.1 Brand Development Fund

12.1.1 During the Term of this Agreement, you will pay to us for deposit in an advertising fund (the "Brand Development Fund") an amount equal to up to one percent (1%) of Gross Sales payable at the same time and in the same manner as the Royalty Fees payable hereunder ("Brand Fund Fee"). Launch Trampoline Parks owned by us and our Affiliates will contribute to the Brand Development Fund on the same basis as franchisees, based on the then most-current form of franchise agreement in effect. The Brand Development Fund may furnish you with samples of certain marketing, advertising and promotional formats and other materials without charge.

12.1.2 We or our designee shall administer the Brand Development Fund as follows:

(a) We or our designee shall direct all advertising and public relations programs financed by the Brand Development Fund with sole discretion over the creative concepts, materials and media used in such programs.

(b) the Brand Development Fund will be used to meet any and all costs of (i) developing advertising ideas and concepts; (ii) developing and conducting market research and merchandising programs; (iii) preparing advertising campaigns; (iv) developing promotional ideas and strategies; (v) preparing collateral creative materials; (vi) preparing advertisements; (vii) preparing public relations campaigns; (viii) providing technical and professional advice in connection with the above; and/or (ix) placement of advertising. Monies in the Brand Development Fund may be expended by us for such reasonable administrative costs and overhead as we may incur in activities reasonably related to the administration or direction of the Brand Development Fund and advertising programs for franchisees including, without limitation, salary costs of employees working directly for the Brand Development Fund and collecting and accounting for contributions to the Brand Development Fund. All sums paid by franchisees to the Brand Development Fund, plus income earned from the Brand Development Fund, shall be accounted for separately from our other funds and shall not be used by us for any purposes other than those provided for herein. Upon your request, we shall, within one hundred twenty (120) days following the close of each fiscal year, prepare and distribute to all franchisees an unaudited statement detailing Fund income and expenses for such fiscal year.

(c) We may spend, in any fiscal year, an amount greater or less than the aggregate contribution of all Launch Trampoline Parks to the Brand Development Fund in that year. The Brand Development Fund may borrow from us or other lenders at standard commercial interest rates to cover deficits of the Brand Development Fund or cause the Brand Development Fund to invest any surplus for future use by the Brand Development Fund. Any monies remaining in the Brand Development Fund at the end of any fiscal year shall carry over to the next fiscal year.

(d) You authorize us to collect for remission to the Brand Development Fund any advertising or promotional monies or credits offered by any supplier based upon purchases by you. Any advertising or promotional monies or credits collected by us from any supplier based upon purchases by you shall not be credited toward your required contribution to the Brand Development Fund.

(e) We will have the right to cause the Brand Development Fund to be incorporated or operated through an entity separate from us at such time as we deem appropriate, and such successor entity shall have all our rights and duties pursuant to this Section.

(f) You understand and acknowledge that the Brand Development Fund is intended to maximize recognition of the Marks and patronage of Launch Trampoline Parks generally. Although we will endeavor to utilize the Brand Development Fund to develop advertising and marketing materials and programs and to place advertising in order to benefit all Launch Trampoline Parks, we undertake no obligation to ensure that expenditures by the Brand Development Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Development Fund by Launch Trampoline Parks operating in that geographic area or that any Launch Trampoline Park will benefit directly or in proportion to its contribution to the Brand Development Fund from the development of advertising and marketing materials or the placement of advertising. You acknowledge that your failure to derive any such benefit will not serve as a basis for a reduction or elimination of your obligation to contribute to the Brand Development Fund. Except as expressly provided in this Paragraph (f), we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction, or administration of the Brand Development Fund. You acknowledge and agree that we have no fiduciary obligation to you or any other Launch Trampoline Park in connection with the establishment of the Brand Development Fund or the collection, control or administration of monies paid into the Brand Development Fund. We expressly disavow the existence of any such fiduciary relationship.

(g) We retain the right, in our sole discretion, to terminate the Brand Development Fund. The Brand Development Fund shall not be terminated until all monies in the Brand Development Fund have been expended for advertising and promotional purposes. If we terminate the Brand Development Fund, we shall have the right to reinstate such Brand Development Fund. Any reinstated Brand Development Fund shall be maintained and operated as described in this Section 12.1.

12.2 Local Advertising

12.2.1 You are required to advertise locally and promote the Launch Trampoline Park. For the second, third and fourth calendar month of operations, you must spend a minimum of Twelve Thousand Dollars ($12,000) per month. This amount is in addition to the amount you must spend on the Grand Opening Campaign and any other advertising and development fees. During the fifth and each successive calendar month of the term and any renewal term, you shall spend the greater of five percent (5%) of Gross Sales or Five Thousand Dollars ($5,000) per month. Within thirty (30) days after our request, you shall submit verification of your expenditures for advertising and promotion, including such information as we require. Amounts spent for local advertising and promotion of the Launch Trampoline Park do not include any reimbursed expenses or direct expenses made by a supplier of your Launch Trampoline Park.

12.2.2 Before you may utilize any advertising or promotional materials not prepared by us or the Brand Development Fund or not approved by us within the immediately preceding twelve (12) month period, you must submit samples thereof to us and we must approve both the sample and its proposed placement. We will have fifteen (15) days after receipt of these materials to approve or disapprove of them. If we do not provide our specific approval of your materials, they are deemed not approved. Any advertising or promotional materials you submit to us for our review will become our property, and there will be no restriction on our use or dissemination of these materials. At our request, you must include certain language in your local advertising, including "Franchises Available" and our Website address and telephone number.

12.3 Advertising Cooperatives

We may, in our discretion, create a local or regional advertising cooperative ("Cooperative") in any area, and establish the rules and regulations therefor, or we may approve of a Cooperative formed by our franchisees. Immediately upon our request, you must become a member of the Cooperative for the area in which some or all of your Territory is located. In no event may your Launch Trampoline Park be required to be a member of more than one (1) Cooperative. The Cooperative must be governed in the manner we

prescribe. The Cooperative may require each of its members to make periodic contributions thereto in an amount to be determined by a vote of the members; provided, however, that such contributions shall not exceed four percent (4%) of Gross Sales. Any funds contributed to a Cooperative will be credited against your obligation to pay for local advertising as set forth in Section 12.2 above; provided, however, that if any amount you contribute to a Cooperative is less than the amount you are required to expend for local advertising, you shall nevertheless spend the difference locally. The following provisions apply to each cooperative:

12.3.1 the Cooperative must be organized and governed in a form and manner, and commence operation on a date that we approve in advance in writing;

12.3.2 the Cooperative must be organized for the exclusive purpose of administering advertising programs and developing, subject to our approval, standardized promotional materials for the members' use in local advertising within the Cooperative's area;

12.3.3 the Cooperative may adopt its own rules and procedures, but such rules or procedures must be approved by us and must not restrict or expand your rights or obligations under this Agreement;

12.3.4 except as otherwise provided in this Agreement, and subject to our approval, any lawful action of the Cooperative (including, without limitation, imposing assessments for local advertising) at a meeting attended by members possessing more than fifty percent (50%) of the total voting power in the Cooperative is binding upon you if approved by members possessing more than fifty percent (50%) of the total voting power possessed by members in attendance, with each Launch Trampoline Park having one (1) vote, but no franchisee (or commonly controlled group of franchisees) may have more than twenty-five percent (25%) of the vote in the Cooperative regardless of the number of Launch Trampoline Parks owned;

12.3.5 without our prior written approval, the Cooperative may not use, nor furnish to its members, any advertising or promotional plans or materials; all such plans and materials must be submitted to us in accordance with the procedure set forth in Section 12.2;

12.3.6 the Cooperative may require its members to periodically contribute to it in such amounts as it determines, subject to the maximum described above;

12.3.7 each member/franchisee must submit its contribution under Section 12.3.6 to the Cooperative, together with such statements or reports as we or the Cooperative may require, with our prior written approval;

12.3.8 If an impasse occurs because of a Cooperative members' inability or failure, within forty-five (45) days, to resolve any issue affecting the Cooperative's establishment or effective functioning, upon request of any Cooperative member, that issue must be submitted to us for consideration, and its resolution of such issue is final and binding on all Cooperative members; and

12.3.9 the Cooperative is not required to prepare a financial statement.

12.4 Advertising Materials

We may from time to time develop localized advertising and sales promotion campaigns and materials employing certain advertising programs, displays, direct mail materials, promotions, brochures, catalogues, printed materials, contests, premiums, ad specialties, posters, billboards and other merchandising techniques. If you procure from us any such localized advertising materials, then you shall

pay us for any such materials purchased on such terms and at such times as we in our sole and exclusive discretion determine from time to time.

12.5 Test Marketing

We may from time to time conduct market research to determine consumer trends and test new products and services. You agree to participate in such market research in the manner we request, which may include purchasing reasonable amounts of test products or services from us and offering and selling such test products or services from the Launch Trampoline Park.

12.6 Testimonials and Endorsements

You agree to permit us or our agents or representatives to communicate with customers of the Launch Trampoline Park on or off the premises of the Launch Trampoline Park for the purpose of procuring testimonials and/or endorsements of Launch Trampoline Parks, its Products and its Services. You further agree that we may make any or no use of such testimonials without compensation to you.

12.7 Advisory Council

We may, in our discretion, form an advisory council to work with us to improve the System, the products and services offered by Launch Trampoline Parks, advertising conducted by the Brand Development Fund, and any other matters that we deem appropriate. If an advisory council is formed it will act solely in an advisory capacity and will not have decision making authority. We will have the right to form, change, merge or dissolve any advisory council. The advisory council will include our representatives and franchisee representatives. Franchisee representatives may be selected by us or may be elected by other franchisees in the System. If you participate in an advisory council, you will pay any expenses you incur related to your participation, which may include travel, lodging and meals expenses if you must travel to attend meetings.

ARTICLE 13
ACCOUNTING, REPORTS AND FINANCIAL STATEMENTS

13.1 Record Keeping

You shall establish and maintain, at your own expense, a bookkeeping, accounting, record keeping and records retention system conforming to the requirements prescribed by us from time to time, which includes your obtaining and maintaining a point of sale or computer system ("Computer System") that we specify or approve. Each transaction of the Launch Trampoline Park shall be processed on the Computer System in the manner we prescribe. We shall have at all times the right to access the Computer System and all data processed on the Computer System with respect to the Launch Trampoline Park. You shall take such action as may be necessary to provide such access to us, at your expense.

13.2 Reports

With respect to the operation and financial condition of the Launch Trampoline Park, you shall furnish to us, in the form we prescribe, from time to time: (a) the Royalty Report, as described in Section 10.2; (b) within thirty (30) days of the end of each calendar quarter, a statement of profit and loss for that quarter and a balance sheet as of the end of such quarter; (c) upon our request, such other data, information, and supporting records for such periods as we, from time to time, require; and (d) within ninety (90) days after the end of your fiscal year, a fiscal year-end balance sheet, a statement of profit and loss for such fiscal year reflecting all year-end adjustments and a statement of changes in cash flow. We reserve the right to require you to follow our fiscal year end. All reports and statements must be prepared in accordance with generally accepted accounting principles consistently applied. Each report and financial statement

submitted by you to us shall be signed by you and verified as correct in the manner we prescribe. You hereby authorize us to use and/or publish information derived from your financial statements including, without limitation, our Disclosure Document and related documents, without compensation to you.

13.3 Tax Returns

You agree to maintain and to furnish to us, upon request, complete copies of all income, sales, value added, use and service tax returns filed by you reflecting activities of the Launch Trampoline Park.

13.4 Maintenance of Financial Records

You shall preserve for three (3) years all business, accounting, tax, inventory, financial, legal, personnel, operations and other records relating to the Launch Trampoline Park and to you. We shall have the right with or without prior notice to inspect, audit and copy such records during business hours. You shall make such records available for examination at the Launch Trampoline Park.

ARTICLE 14
INSPECTIONS AND AUDITS

14.1 Our Right to Inspect the Launch Trampoline Park

To determine whether you and the Launch Trampoline Park are complying with this Agreement and with specifications, standards and operating procedures we prescribe for the operation of Launch Trampoline Parks, we or our agents or representatives shall have the right at any reasonable time before or after the Launch Trampoline Park opens to: (a) inspect the Site and the equipment, fixtures, signs, food, inventory and supplies of the Launch Trampoline Park; (b) observe, photograph and video tape the operations of the Launch Trampoline Park for such consecutive or intermittent periods as we deem necessary; (c) remove samples of any Products without payment therefor for testing and analysis; (d) interview personnel of the Launch Trampoline Park; (e) interview customers of the Launch Trampoline Park;(f) We may develop a mystery shopper program to periodically conduct mystery shops. For any shops conducted at your Franchised Business, you will pay the applicable fee directly to the approved supplier and (G) inspect and copy any books, records and documents relating to the operation of the Launch Trampoline Park. You agree to cooperate fully with us and/or our agents in connection with any such inspections, observations, photographing and video-taping, Product removal and interviews. You shall present to your customers such evaluation forms as we periodically prescribe and shall participate and/or request your customers to participate in any surveys performed by us or on our behalf.

You shall install and maintain the communications equipment and software necessary to permit us to electronically access your Computer System, thereby permitting us to inspect and monitor information concerning your inventory, sales of the Launch Trampoline Park, Gross Sales, and such other information as may be contained or stored in the Computer System. We shall have electronic access as provided herein at such times and in such manner as we shall from time to time specify.

14.2 Our Right to Audit

We shall have the right, at any time during business hours, with reasonable notice to you, to inspect and audit or cause to be inspected and audited the business records, bookkeeping and accounting records, value added, sales, use and service and income tax records and returns and other records of the Launch Trampoline Park, and the books and records of any corporation, partnership, limited liability company or other entity which holds the Franchise. Any such audit may be performed by independent accountants hired by us. You shall fully cooperate with our representatives and independent accountants hired by us to conduct any such inspection or audit. Our right to audit shall also include our right to access the Computer System electronically, as provided in this Agreement.

In the event any such inspection or audit shall disclose an understatement of the Gross Sales of the Launch Trampoline Park, you shall pay to us, within fifteen (15) days after receipt of the inspection or audit report, the Royalty Fees and Brand Development Fund contributions due on the amount of such understatement plus interest at the rate and on the terms provided for herein from the date originally due until the date of payment. In the event an understatement of Gross Sales for any period included in any audit is determined by any such audit or inspection to be two percent (2%) or more, then (a) you must pay any understated amount together with interest thereon, and (b) you shall reimburse us for the cost of such inspection or audit including, without limitation, reasonable legal fees and accountants' fees, and the travel expenses, room and board and applicable per diem charges for our representatives or agents. The foregoing remedies shall be in addition to all our other remedies and rights hereunder or under applicable law.

ARTICLE 15
INDEPENDENT CONTRACTORS; INDEMNIFICATION

15.1 Independent Contractors

You understand and agree that you are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your employees will be considered to be our employees. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee 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. We will not have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your Launch Trampoline Park does not directly or indirectly vest in us the power to hire, fire or control any such employee.

You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over the operations and activities of the Launch Trampoline Park, and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect of the day-to-day operations of your Launch Trampoline Park, which you alone control, other than adherence to System and brand standards, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Launch Trampoline Park.

You may not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over your Launch Trampoline Park. Except as otherwise expressly authorized by this agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Launch Trampoline Park.

15.2 No Liability for Acts of Other Party

You shall not employ any of the Marks in signing any contract, application for any license or permit, or in a manner that may result in our liability for any indebtedness or obligation of yours, nor will you use the Marks in any way not expressly authorized herein. Except as expressly authorized in writing, neither we nor you shall make any express or implied agreements, warranties, guarantees or representations, or incur any debt in the name of or on behalf of the other, or represent that our relationship is other than franchisor and franchisee. Neither we nor you shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We shall not be obligated for any damages to any person or property directly or indirectly arising out of your operation of the Launch Trampoline Park or your business authorized by or conducted pursuant to the Franchise.

15.3 Taxes

We shall have no liability for any sales, value added, use, service, occupation, excise, gross receipts, income, property, payroll or other taxes whether levied upon this Agreement, you, the Launch Trampoline Park, your property, or upon us in connection with the sales made or business conducted by you, except any taxes that we are required by law to collect from you with respect to purchases from us. Payment of all such taxes shall be your responsibility. You will indemnify us and reimburse us for all income, capital, gross receipts, sales, and other taxes that the state(s) in which your Launch Trampoline Park is located imposes, or may in the future impose, as a result of your operation of your Launch Trampoline Park. If more than one franchisee is located in such jurisdiction, you and they will share the liability equally. If applicable, this payment is in addition to the Royalty Fee payments described above.

15.4 Indemnification

You agree to indemnify, defend and hold us, our Affiliates, and our respective shareholders, directors, officers, employees, agents, successors and assignees harmless against, and to reimburse us and them for, any and all claims and liabilities directly or indirectly arising out of the operation of the Launch Trampoline Park, the use of the Marks, any and all taxes described under this Agreement, or the transfer of any interest in this Agreement, the Franchise, the Launch Trampoline Park, some or all of the assets of the Launch Trampoline Park, other than the sale of inventory items in the ordinary course of business, or you in any manner not in accordance with this Agreement. Your indemnification obligations do not apply to the extent that such claims, obligations, damages, taxes, losses or liabilities arise from our negligence or wrongful conduct. For purposes of this indemnification, "claims" shall mean and include all obligations, actual and consequential damages, and costs incurred in the defense of any claim against us including, without limitation, reasonable accountants', attorneys', attorney assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses. We shall have the right to defend any such claim in such manner as we deem appropriate or desirable in our sole discretion. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration, termination or non-renewal of this Agreement.

ARTICLE 16
TRANSFER

16.1 Transfer by Us

We have the right to sell or assign, in whole or in part, this Agreement, our interest in and obligations under this Agreement, any or all of the direct or indirect ownership interest in it, and any or all or substantially all of the assets, without prior notice to you and without your consent. You expressly and specifically waive any claims, demands or damages arising from or related to the loss of the Marks and/or the loss of association with or identification of "Launch Franchising, LLC" as Franchisor. Nothing contained in this Agreement shall require us to remain in the indoor recreation business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our right to assign our rights in this Agreement.

16.2 You May Not Transfer Without Our Approval

16.2.1 You understand and acknowledge that the rights and duties created by this Agreement are personal to you and your Owners and that we have granted the rights hereunder to you in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Accordingly, you shall not transfer this Agreement, any Ownership Interest in you, the Franchise, the Launch Trampoline Park, or some or all of the assets of the Launch Trampoline Park (other than inventory in the ordinary course of business) without our prior written approval, which we may condition upon the occurrence of the factors listed in Section 16.3 below or other factors that we reasonably specify. Any transfer without our approval shall constitute a breach hereof and convey no rights to or interests in this Agreement, the Franchise, you, the Launch Trampoline Park or in the assets thereof to any person or entity.

16.2.2 As used in this Agreement, the term "transfer" means the voluntary, involuntary, conditional, direct or indirect assignment, sale, gift or other transfer by you or any of your Principal Owners. Notwithstanding the foregoing, a "transfer" will not include any of the following:

(a) a transfer of Ownership Interests in you by an Owner who is not a Principal Owner provided that:

(1) you have given us written notice of the proposed transfer at least twenty (20) days in advance of the effective date of the transfer;

(2) the transfer is not to a Competitive Business or to a direct or indirect owner of a Competitive Business; and

(3) the proposed transfer does not by itself or in conjunction with other transfers result in the transfer of a Controlling Interest in you or a change in the composition of the group holding a Controlling Interest in you; or

(b) any transfer of stock options that does not by itself or in combination with other transfers result in the transfer of a Controlling Interest in you or a change in the composition of the group holding a Controlling Interest in you.

16.3 Conditions for Approval of Transfer

16.3.1 We will not unreasonably withhold our approval of a transfer that meet all the applicable requirements of this Section. All of the following conditions must be met prior to or concurrently with the effective date of the transfer:

(a) you and your Owners shall be in full compliance with this Agreement;

(b) the proposed transferee and its owners must be individuals of good moral character and otherwise meet our then-applicable standards for Launch Trampoline Park franchisees, and if the proposed transferee, its owners or Affiliates have any other franchise agreements or development agreements with us, they are in full compliance with any such agreements and comply with clause (f) of Section 16.3.2;

(c) a transfer of ownership in the Launch Trampoline Park or the assets of the Launch Trampoline Park, other than inventory in the ordinary course of business, may only be made in conjunction with a transfer of this Agreement. If the transfer is of an Owner's interest in you then the

transferee's name and relevant information shall be added as Attachment 1 hereto and the transferee shall then be bound by all provisions applicable to Owners;

(d) you and your Owners or the transferring Owner(s) and the transferee (if it is then a franchisee of ours) must execute a general release in form satisfactory to us of any and all claims against us, our Affiliates and our respective shareholders, officers, directors, employees and agents; and

(e) you have complied with the provisions of Section 16.7 below relating to our right of first refusal.

16.3.2 In addition to the above, if the transfer is of this Agreement, a Principal Owner's interest, or a Controlling Interest in you, or is one of a series of transfers which, in the aggregate, constitute the transfer of this Agreement or a Controlling Interest in you, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

(a) the transferee must have sufficient business experience, aptitude and financial resources to operate the Launch Trampoline Park and perform the obligations of the transferor under this Agreement, and neither the transferee nor its owners may be engaged in or intend to engage in a Competitive Business;

(b) you and the transferee (if it is then a franchisee of ours) must pay such Royalty Fees, Brand Development Fund contributions, amounts owed for purchases by you (or such transferee) from us and our Affiliates, and all other amounts owed to us or our Affiliates which are then due and unpaid;

(c) the transferee and its personnel who will have access to the Confidential Information must have signed the Confidentiality and Non-Competition Agreement and have completed our training program to our satisfaction;

(d) the transferee and its owners, at our option, must agree in a manner satisfactory to us to be bound by all terms and conditions of this Agreement for the remainder of its term or execute our then-current form of franchise agreement and such ancillary documents, including guarantees, as are then customarily used by us in the grant of franchises for Launch Trampoline Parks, modified as necessary to provide for the same Royalty Fees required hereunder and a term equal to the remaining term of this Agreement;

(e) you or the transferee must have paid us a transfer fee equal to fifty percent (50%) of our then-current Initial Franchise Fee;

(f) we must approve the material terms and conditions of such transfer including, without limitation, that the price and terms of payment are not so burdensome as to adversely affect our rights and interests under this Agreement, and you must furnish to us a copy of the executed contract of assignment;

(g) if you and/or your transferring Owner(s) finances any part of the sale price of the transferred interest, you and/or your transferring Owner(s) must agree in a manner satisfactory to us that all obligations of the transferee under or pursuant to any promissory notes, agreements or security interests reserved by you and/or your transferring Owner(s) in the assets of the Launch Trampoline Park shall be subordinate to the obligations of the transferee to pay Royalty Fees, Brand Development Fund contributions, and other amounts due to us and our Affiliates, and otherwise to comply with this Agreement or the franchise agreement executed by the transferee;

(h) if this Agreement is being transferred, you and your Principal Owners must execute a non-competition agreement in favor of us and the transferee. If a Principal Owner is transferring his/her interest, such Principal Owner must execute a non-competition agreement in favor of us and the transferee. In either case, the non-competition agreement shall provide that neither you, your Principal Owner(s) nor your transferring Principal Owner(s) (whichever is applicable) nor any member of their immediate families shall directly or indirectly for a period of two (2) years commencing on the effective date of such transfer:

(1) have any interest as a disclosed or beneficial owner in any Competitive Business located or operating within twenty (20) miles of your Launch Trampoline Park or any other Launch Trampoline Park in the System; or

(2) perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for any Competitive Business located or operating within twenty (20) miles of your Launch Trampoline Park or any other Launch Trampoline Park in the System; or

(3) employ or seek to employ any person who is employed by us or our Affiliates. Neither shall such person employ or seek to employ any franchisee of ours, nor induce or attempt to induce any of the above-mentioned employees to leave said employment;

(i) the proposed transferee must furnish the information and references we require of potential franchisees and must present himself/herself at his/her own expense for a personal interview at our office;

(j) the lessor or sublessor of the Launch Trampoline Park must consent in writing to the assignment of your lease to the proposed transferee;

(k) if the proposed transferee is acquiring a portion of the interest in the legal entity that is you, then the proposed transferee must execute our form of guaranty;

(l) except in the case of a transfer of a Principal Owner's interest that does not constitute a Controlling Interest, the transferee, at its expense, must upgrade the Launch Trampoline Park to conform to the then-current standards and specifications for new franchises; and

(m) the transfer must be made in compliance with all applicable laws.

16.3.3 Clauses (h) and (i) of Section 16.3.2 shall not apply to transfers by gift, bequest, or inheritance. The restrictions of Section 16.3.2(h)(1) shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than five percent (5%) of the number of shares of that class of securities issued and outstanding.

16.3.4 The rights of you and your Owners to transfer interests in this Agreement, the Franchise, you, the Launch Trampoline Park or the assets of the Launch Trampoline Park may be exercised only by you or your Owners and shall not be exercisable by a receiver, executor, trustee, liquidator or other person acting in a comparable capacity with respect to the assets or ownership of you.

16.4 Transfer to a Wholly Owned Corporate Entity

If you are in full compliance with this Agreement, then we shall not unreasonably withhold our approval of a one (1) time transfer, in the case of a proposed assignment or transfer of this Agreement, of

the Franchise and the Launch Trampoline Park from one or more individuals to a corporation or comparable legal entity which conducts no business other than the Launch Trampoline Park, which is actually managed by you, in which such individual(s) maintain management control, and such individual(s) shall own and control the same percentage of the equity and voting power of all issued and outstanding Ownership Interests of such entity. Such one (1) time transfer shall not require payment of the transfer fee described in Section 16.3.2(e). All certificates or other documents representing Ownership Interests of such legal entity must be endorsed with a legend in form we approve reciting that the transfer of shares in you are subject to the restrictions of this Agreement. Such an assignment shall not relieve you of your obligations hereunder. You shall remain jointly and severally liable to us for all obligations hereunder.

16.5 Your Death or Incapacity

16.5.1 Upon your death or disability, or if you are a corporation, limited liability company, partnership, or other legal entity, upon the death or disability of a Principal Owner of you, all of such person's interest in this Agreement or such interest in you shall be transferred to a transferee reasonably approved by us. Such disposition of this Agreement or such interest in you, including, without limitation, transfer by bequest or inheritance, shall be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and shall be subject to all the terms and conditions applicable to transfers contained in this Section. Failure to so transfer the interest in this Agreement or such interest in you within said period of time shall constitute a breach of this Agreement.

16.5.2 If, upon the death or disability of you or a Principal Owner, the Launch Trampoline Park is not being managed by a trained manager, your or that Principal Owner's executor, administrator, conservator, guardian or other personal representative must, within a reasonable time, not to exceed fifteen (15) days from the date of death or disability, appoint a manager to operate the Launch Trampoline Park. The manager must complete training at your expense. Pending the appointment of a manager as provided above, or if in our judgment the Launch Trampoline Park is not being managed properly any time after your or the Principal Owner's death or disability, we may, but need not, assume management of the Launch Trampoline Park. All funds from the Launch Trampoline Park's operation during the period we are managing it will be kept in a separate account and all of the Launch Trampoline Park's expenses will be charged to this account. We may charge a reasonable management fee plus our out-of-pocket costs. Our operation of the Launch Trampoline Park during any such period will be solely on your behalf but we only have a duty to utilize reasonable efforts and will not be liable to you or the Owners for any debts, losses or obligations the Launch Trampoline Park incurs or to any creditors for any products, materials, supplies or services the Launch Trampoline Park purchases during any period when we manage the Launch Trampoline Park hereunder.

16.6 Effect of Consent to Transfer

Our consent to a transfer of this Agreement or any interest in you, the Launch Trampoline Park, or the assets of the Launch Trampoline Park shall not constitute a waiver of any claims we may have against you or your Owners, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of this Agreement by the transferee.

16.7 Our Right of First Refusal

If you or any of your Owners shall at any time determine to sell an interest in this Agreement, the Franchise, the Launch Trampoline Park, some or all of the assets of the Launch Trampoline Park, other than inventory items in the ordinary course of business, or an Ownership Interest in you, you or your Owner(s) shall obtain a bona fide, arms-length, executed written offer and earnest money deposit in the amount of five percent (5%) or more of the offering price from a qualified, responsible, bona fide and fully disclosed purchaser. A true and complete copy of the offer and any proposed ancillary agreements shall

immediately be submitted to us by you, such Owner(s) or both. The offer must apply only to an interest in this Agreement, the Franchise, the Launch Trampoline Park, the assets of the Launch Trampoline Park or you. It must not include the purchase of any other property or rights of you or such Owner(s). If the offeror proposes to buy any other property or rights from you or such Owner(s) under a separate, contemporaneous offer, the price and terms of purchase offered to you or such Owner(s) for the interest in this Agreement, the Franchise, the Launch Trampoline Park, the assets of the Launch Trampoline Park or you shall reflect the bona fide price offered therefor and shall not reflect any value for any other property or rights. We shall have the right, which we may exercise by written notice delivered to you or such Owner(s) within forty-five (45) days from the date of delivery of an exact copy of such offer to us, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that (a) we may substitute cash, a cash equivalent, or marketable securities of equal value for any form of payment proposed in such offer, (b) our credit shall be deemed equal to the credit of any proposed purchaser, and (c) we shall have not less than sixty (60) days to prepare for closing. We shall be entitled to all customary representations and warranties given by the seller of a business including, without limitation, representations and warranties as to (i) ownership, condition and title to Ownership Interests and/or assets; (ii) liens and encumbrances relating to the Ownership Interests and/or assets being purchased; and (iii) validity of contracts and contingent or other liabilities of the corporation whose stock is purchased. If we exercise our right of first refusal hereunder, you shall take all action necessary to cause the lease or sublease for the Launch Trampoline Park to be assigned to us. If we do not exercise our right of first refusal, you or such Owner(s) may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer as provided for herein, provided that if the sale to such purchaser is not completed within one hundred eighty (180) days after delivery of such offer to us or if there is a change in the terms of the sale, we shall have an additional right of first refusal on the same terms and conditions as are applicable to the initial right of first refusal.

16.8 Ownership Structure and Initial Capitalization

You represent and warrant that your ownership structure and initial capitalization are as set forth on Attachment 1 hereto and covenant that you will not vary from that ownership structure without our prior written approval.

16.9 Our Repurchase Option

16.9.1 We hereby reserve and shall have the option (to be exercised in our sole discretion) to purchase from you all of your rights under this Agreement pursuant to Section 16.9.2 below when we provide you with six (6) months' written notice of our intent to purchase all of your rights under this Agreement ("Repurchase").

16.9.2 Our repurchase rights and option should be subject to the following terms and conditions:

A. Included within our option to purchase back from you all of your rights under this Agreement shall be all accounts receivable, and all of the intangible assets associated with the Franchise, and, in addition to such assets, you shall transfer to us all rights to your lists of customers and all goodwill associated with the Franchise.

B. The purchase price ("Franchise Purchase Price") to be paid by us under this Article 16 to you for the assets described in Section 16.9.2.A above, shall be the fair market value of the assets determined as of the date we notify you of our exercise of the rights under this Section 16.9 in a manner consistent with reasonable depreciation of leasehold improvements owned by you and the equipment, furniture, fixtures, signs and inventory of the Launch Trampoline Park.

C. The Franchise Purchase Price as determined under this Section 16.9.2 shall be subject to reduction on a dollar-for-dollar basis in an amount equal to the amount by which the aggregate accounts receivables of the Franchise being acquired that are less than sixty (60) days past due are exceeded by the total amount of the credit balances of the Franchise that are owing to Franchisor, as well as the remaining balance of pre-paid amounts you received prior to the closing of any repurchase transaction as described herein.

D. As part of our exercise of the option to purchase back from you all of your rights, as provided under this Section 16.9.2, we shall also:

i. Purchase, at the market value for each item as determined solely by us in the exercise of our good faith discretion, all of your usable equipment as of the date of closing that meets the following conditions: (1) such equipment is less than ten years old and was used only in the Franchise; (2) each item of such equipment was purchased for a price of $1,000 or more; and (3) the equipment was purchased in compliance with the terms of this Agreement.

ii. Purchase at the then-current list price, which is determined as of the date of closing of our option to purchase back, your usable product inventory, as determined solely by us in the exercise of its good faith discretion, in original containers that you obtained from approved suppliers.

iii. Assume the leases for real property used in the Franchise.

E. The purchase price shall not contain any factor or increment for any trademark, service mark or other commercial symbol used in connection with the operation of the Launch Trampoline Park, goodwill or "going concern" value for the Launch Trampoline Park. We may exclude from the assets purchased hereunder any equipment, furniture, fixtures, signs and inventory that are not approved as meeting quality standards for Launch Trampoline Parks. The length of the remaining term of the lease or sublease for the Site of the Launch Trampoline Park shall also be considered in determining the fair market value hereunder. If we and you are unable to agree on the fair market value of the assets, the fair market value shall be determined by an independent appraiser selected by us and you. If we and you are unable to agree on an appraiser, we shall each select one (1) appraiser who shall select a third appraiser and the fair market value shall be deemed to be the average of the three (3) independent appraisals. Nothing contained herein shall restrict the manner in which the appraisers so selected value the leasehold improvements, equipment, furniture, fixtures, signs and inventory.

F. The purchase price shall be paid in cash, a cash equivalent, or marketable securities of equal value at the closing of the purchase, which shall take place no later than ninety (90) days after receipt by you of our notice of exercise of this option to purchase. At that time you shall deliver instruments transferring to us or our assignee: (a) good and merchantable title to the assets purchased free and clear of all liens and encumbrances, other than liens and security interests acceptable to us or our assignee, with all sales and other transfer taxes paid by you; (b) all licenses and permits of the Launch Trampoline Park which may be assigned or transferred; and (c) the lease or sublease for the Site. In the event that you cannot deliver clear title to all of the purchased assets as aforesaid or in the event there shall be other unresolved issues, the closing of the sale shall be accomplished through an escrow. Prior to closing, you and we shall comply with all applicable legal requirements including the bulk sales provisions of the Uniform Commercial Code of the state in which the Launch Trampoline Park is located.

G. We shall have the right to set off against, and reduce the purchase price by, any and all amounts owed by you to us and the amount of any encumbrances or liens against the assets or any obligations assumed by us. If we or our assignee exercise this option to purchase, we shall have the right to appoint a manager to maintain the operation of the Launch Trampoline Park pending the closing of such purchase. Alternatively, we may require you to close the Launch Trampoline Park during such time period without removing any assets from the Site. You shall maintain in force all insurance policies required pursuant to this Agreement until the date of closing.

H. At the closing of any purchase transaction which occurs as a result of our exercise of the option to purchase back from you all of your rights under this Agreement as described herein, you shall deliver to us all copies of your customer lists (in all forms of media), along with all customer records in your possession, including, but not limited to, those customer records (in all forms of media) reasonably necessary in order to allow us to maintain customer relationships.

I. The closing as described in this Section 16.9.2 shall occur as soon as possible following the end of the six (6) month notice period, but in no event shall the closing occur more than one hundred and twenty (120) days following the end of the six (6) month notice period. At the closing, we will deliver to you an amount equal to ninety percent (90%) of the total amount of the Franchise Purchase Price in immediately available funds, and you will deliver to us all of the assets purchased r in form and manner reasonably satisfactory to us. No later than the date that is one hundred eighty (180) days after the closing date, we will pay to you the remaining ten percent (10%) of the Franchise Purchase Price, subject to any working capital adjustments or other allowances specified in the purchase agreement.

ARTICLE 17
GRANT OF RENEWAL FRANCHISES

17.1 Renewal

When the term of this Agreement expires, you will have the option to continue the franchise relationship with us for one (1) additional consecutive successor term of ten (10) years. We may require you to satisfy any or all of the following as a condition of continuing the franchise relationship with us for the successor term:

17.1.1 You have given us written notice of your election to renew your rights hereunder not less than one hundred eighty (180) days and not more than two hundred seventy (270) days before this Agreement expires;

17.1.2 Throughout the term of this Agreement, you shall have been in substantial compliance with the terms of this Agreement, your lease for the Site, your agreements with your vendors, and all other agreements between you and us and our affiliates.

17.1.3 You execute our then-current form of franchise agreement ("Successor Franchise Agreement"), which agreement shall supersede in all respects this Agreement, and the terms of which may materially differ from the terms from this Agreement. You shall return the executed Successor Franchise Agreement to us, together with payment of our then-current renewal fee, by no later than the expiration date of this Agreement.

17.1.4 You shall, when you forward the executed Franchise Agreements to us, include a renewal fee payable to us equal to fifty percent (50%) of our then-current Initial Franchise Fee.

17.1.5 After we receive your notice of your intent to renew your franchise rights, we may inspect your Launch Trampoline Park to determine whether any updating, remodeling, redecorating or other refurbishment is required for the Launch Trampoline Park. If, after such inspection, we require any such updating, remodeling, redecorating or refurbishment, we will provide notice to you of the modifications you shall be required to make and you shall have six (6) months from the date of such notice to effectuate such modifications. If you fail or refuse to make the required modifications, we shall have the right to terminate the Renewal Franchise Agreement.

17.1.6. You and each of your Principal Owners sign a general release, in the form we require, of any and all claims against us, our parent, and ours and their respective members, shareholders, officers, directors, agents and employees. You shall return the executed release to us, together with the executed Successor Franchise Agreement and payment of our then-current renewal fee, by no later than the expiration date of this Agreement.

17.1.7 You comply with our then-current qualification and training requirements.

17.1.8 You maintain your right to use the Site or secure substitute premises we approve for the entire duration of the successor franchise agreement.

17.2 Refusal to Renew Franchise Agreement

We can refuse to renew your Franchise if your lease, sublease or other document by which you have the right to occupy the Site is not extended before your renewal term is to take effect to cover the period of the renewal or if you do not have a written commitment from your landlord to renew the lease or sublease for a period at least equal to the renewal term. We may also refuse to renew your Franchise under other circumstances, including, but not limited to, your failure to substantially comply with the terms of this Agreement, your failure to pay amounts owed to us when due, your failure to cure of any defaults incurred during the initial term of this Agreement, if applicable, or if you fail to meet one or more of the conditions to renewal described in Section 17.1 of this Agreement.

17.3 Renewal Under Law

Even though we decline the renewal of your Franchise, it is possible that we can be required to renew it under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time. If that happens, to the extent it is allowed by the concerned law, rule, regulation, statute, ordinance or order, your renewal term will be subject to the conditions of the Franchise Agreement we are using for new franchisees at the time the renewal period begins. If we are not then offering new franchises, your renewal period will be subject to the terms in the Franchise Agreement that we indicate. If for any reason that is not allowed, the renewal term will be governed by the terms of this Agreement.

17.4 Your Election Not to Renew

For the purposes hereof, you shall be deemed to have irrevocably elected not to renew the franchise hereunder (and the option to do so shall thereupon terminate) if you fail to execute and return to us our then-standard Franchise Agreement and other ancillary documents required by us for a renewal franchise together with the renewal fee, or if you provide written notice to us not less than one hundred eighty (180) days and not more than two hundred seventy (270) days before this Agreement expires.

17.5 Interim Period.

If this Agreement expires without you properly exercising your renewal right and you continue to accept the benefits of this Agreement thereafter, then, at our option, we may treat this Agreement either as (i) expired as of the date of expiration, with you then illegally operating a franchise in violation of our rights; or (ii) continued on a month-to-month basis (the "Interim Period") until both parties agree to enter into our then-current form of franchise agreement for a renewal term or until one party provides the other with written notice of termination, in which case the Interim Period will terminate 30 days after receipt of the notice of termination. In the latter case, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired. All obligations and restrictions imposed on you upon expiration of this Agreement shall take effect upon termination of the Interim Period.

ARTICLE 18
TERMINATION OF THE FRANCHISE

18.1 Termination Upon Notice and Opportunity to Cure

Except as set forth in Section 18.2 and 18.3, you or any of your Owners fail to comply with any provision of this Agreement or any mandatory specification, standard, or operating procedure prescribed by us, we may terminate this Agreement effective immediately upon delivery of written notice of termination to you and if we give written notice of such breach to you and you do not (a) correct such breach within thirty (30) days after delivery to you of such notice of breach; or (b) if such breach cannot reasonably be corrected within thirty (30) days after delivery of notice of breach, undertake within ten (10) days after delivery of such notice of breach and continue until completion efforts to cure such breach and furnish proof acceptable to us upon our request of such efforts and the date full compliance will be achieved.

18.2 Termination Upon Notice – No Opportunity to Cure

Notwithstanding Section 18.1, we may terminate this Agreement upon delivery of notice of termination to you without opportunity to cure if you commit any of the following breaches:

18.2.1 You fail, within the times provided in this Agreement, to (i) locate a suitable Site; (ii) obtain lawful possession of the Site; (iii) develop the Launch Trampoline Park; or (iv) commence operation of business;

18.2.2 You or any of your Owners abandon the Launch Trampoline Park without our prior written approval. For purposes hereof, "abandon" shall be the closure of your Launch Trampoline Park for five (5) consecutive days without our prior written consent;

18.2.3 You make or attempt to make any transfer in violation of Section 16.2 above.

18.2.4 You or any of your Owners have made any material misrepresentation or omission in the application for the Franchise;

18.2.5 You or any of your Owners (i) are convicted by a trial court of or plead guilty or no contest to a felony or to another crime or offense, including a crime against a child, that may adversely affect the reputation of you, the Launch Trampoline Park or the goodwill associated with the Marks; or (ii) engage in any conduct which is injurious or prejudicial to the goodwill associated with the Marks or the System or which adversely affects the reputation of us or any Launch Trampoline Park;

18.2.6 You or your Owners make any unauthorized use or disclosure of or duplicate any copy of any Confidential Information, make any unauthorized use of the Marks or Copyrighted Works, or use, duplicate or disclose any portion of the Operations Manual, or challenge or seek to challenge the validity of the Marks or Copyrighted Works;

18.2.7 You lose the right to possession of the Site and do not relocate the Launch Trampoline Park to another site in accordance with this Agreement;

18.2.8 You or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Launch Trampoline Park shall be sold after levy thereupon by any sheriff, marshal, or constable;

18.2.9 You, your Principal Owners, or members of their immediate families violate the restrictions of Article 18 of this Agreement or of any Confidentiality and Non-Competition Agreement;

18.2.10 You fail to report accurately the Gross Sales of the Launch Trampoline Park or fail to make payments of any amounts due us or our Affiliates for Royalty Fees, Brand Development Fund contributions, purchases from us or our Affiliates or any other amounts due to us or our Affiliates, and do not correct such failure within ten (10) days after written notice thereof;

18.2.11 You knowingly maintain false books or records, or knowingly submit any substantially false report to us;

18.2.12 You cause or permit to exist a default under the lease or sublease for the Site and fail to cure such default within the applicable cure period set forth in the lease or sublease;

18.2.13 You or any of your Owners fail on three (3) or more separate occasions within any period of twelve (12) consecutive months to comply with this Agreement or any mandatory specification, standard or procedure we prescribe, whether or not such failures to comply are corrected and whether or not notice of such default is given; or fail on two (2) or more separate occasions within any period of twelve (12) consecutive months to comply with the same requirement under this Agreement, whether or not such failures to comply are corrected or whether or not notice of such default is given;

18.2.14 You fail to purchase or maintain any insurance required by this Agreement or fail to reimburse us for our purchase of insurance on your behalf within fifteen (15) days of delivery to you of our written demand for reimbursement;

18.2.15 A threat or danger to public health or safety results from the construction, maintenance or continued operation of the Launch Trampoline Park;

18.2.16 You refuse us permission to inspect the Launch Trampoline Park, or your business, books, records or other documents pursuant to this Agreement;

18.2.17 You or any of your Owners interfere or attempt to interfere with our ability to franchise or license others to use and employ the Marks or System;

18.2.18 You or any of your Owners interfere or attempt to interfere with our contractual relations with other franchisees, customers, suppliers, employees, advertising agencies or other third parties;

18.2.19 A Franchise Agreement between us or any of our Affiliates and you, or an Affiliate of any of the above, is terminated by us pursuant to such agreement or is terminated by you in a manner or for a reason that is not expressly authorized pursuant to such agreement;

18.2.20 You fail to comply with all applicable laws and ordinances relating to the Launch Trampoline Park, including Anti-Terrorism Laws, or if your or any of your Owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your Owners otherwise violate any such law, ordinance, or regulation; or

18.2.21 We perform corrective work on your Launch Trampoline Park for health and/or safety purposes and you do not reimburse us when so required.

18.3 Cross-Defaults, Non-Exclusive Remedies, etc.

Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any Affiliate of ours) and you (or any Affiliate of yours). Any default by you (or any person/company affiliated with you) under any other agreement, including, but not limited to, any lease and/or sublease, between us (or any Affiliate of ours) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any Affiliate of ours) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any lease, sublease, loan agreement, security interest or otherwise, whether with us, any Affiliate of ours and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any Affiliate of ours) and you (or any Affiliate of yours).

In each of the foregoing cases, we (and any Affiliate of ours) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our Affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

18.4 Our Right to Discontinue Services to You

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 18, we have the right to suspend our performance of any of our obligations under this Agreement including, without limitation, the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of your webpage on our Website, until such time as you correct the breach.

18.5 Amendment Pursuant to Applicable Law

Notwithstanding anything to the contrary contained in this Article, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit our rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement is deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth

in this Agreement do not constitute "good cause" for termination within the meaning ascribed to that term by any applicable law or regulation. We shall not be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination of this Agreement.

ARTICLE 19
RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THE AGREEMENT

19.1 Payment of Amounts Owed to Us

You shall immediately pay to us and our Affiliates upon termination or expiration of this Agreement such Royalty Fees, Brand Development Fund contributions, amounts owed for purchases by you from us or our Affiliates, interest due on any of the foregoing and all other amounts owed to us or our Affiliates which are then unpaid.

19.2 Marks, Copyrights and Trade Dress

19.2.1 Upon the termination or expiration of this Agreement, you shall:

(a) immediately cease operations of the Launch Trampoline Park and using the Marks and any confusingly similar trademarks or service marks;

(b) immediately cease using the Marks and any confusingly similar trademarks or service marks and immediately de-identify the Site;

(c) immediately cancel, or at our option transfer to us or our designee, all fictitious or assumed name or equivalent registrations;

(d) immediately transfer to us or our designee all internet Domain Names and/or URL of such website, social media accounts, internet listings, telephone numbers, and telephone directory listings associated with the Launch Trampoline Park, Marks, and/or System;

(e) immediately cease all use of Copyrighted Works which were furnished to you by us pursuant hereto and return to us or destroy all forms, advertising and promotional materials or other materials containing such Copyrighted Works;

(f) within ten (10) days after termination, pay all amounts due and owing to us and our affiliates, including all Royalty Fees, Brand Fund Fees, and accrued interest due under this Agreement; and

(g) comply with all other applicable provisions of this Agreement, including the non-compete provisions.

19.2.2 If this Agreement expires or is terminated for any reason, and you either remain in possession of the Site to operate a separate business not in violation of Section 19.4 of this Agreement, or enter into an agreement with a third party to allow such third party to directly or indirectly operate a business at the Site, you will, at your expense, modify both the exterior and interior appearance of the Site so that they will be easily distinguished from the standard appearance of Launch Trampoline Parks. At a minimum, such changes and modifications to the premises must include: (1) repainting the premises with totally different colors; (2) removing all signs and other materials bearing the name "Launch," "Launch Trampoline Parks," and all other Marks; (3) removing from the premises all fixtures which are indicative of Launch Trampoline

Park; (4) discontinuing use of the approved employee uniforms and refraining from using any uniforms which are confusingly similar; (5) discontinuing use of all packaging, Products, Services, and Confidential Information regarding the operation of the Launch Trampoline Park; and (6) taking such other action, at your expense, as we may reasonably require. If you fail to immediately initiate modifications to the premises of the former Launch Trampoline Park or complete such modifications with any period of time we deem appropriate, you agree that we or our designated agents may enter the Site to make such modifications, at your risk and expense, without responsibility for any actual or consequential damages to your property or others, and without liability for trespass or other tort or criminal act.

19.3 Confidential Information

You agree that, upon termination of the Franchise or expiration of this Agreement, you must immediately cease to use any of our Confidential Information and return to us all copies of the Operations Manual and Confidential Information.

19.4 Covenant Not to Compete

19.4.1 Upon termination or expiration of this Agreement and for two (2) years (commencing on the effective date of such termination or expiration or the date on which you cease to operate the Launch Trampoline Park, whichever is later), neither you nor any of your Principal Owners shall directly or indirectly, through members of their immediate families who have attended any of our training programs, or have participated in any aspects of the operation or management of the Franchised Business or otherwise may have access to Confidential Information:

(a) have any interest as a disclosed or beneficial owner in any Competitive Business located or operating (i) within the Territory, (ii) within a twenty (20) mile radius of the Launch Trampoline Park, or (iii) within a twenty (20) mile radius of any other Launch Trampoline Park in the System in operation or under construction on the effective date of such termination or expiration; or

(b) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for any Competitive Business located or operating (i) within the Territory, (ii) within a twenty (20) mile radius of the Launch Trampoline Park, or (iii) within a twenty (20) mile radius of any other Launch Trampoline Park in the System in operation or under construction on the effective date of such termination or expiration.

19.4.2 The restrictions of clause (a) of Section 19.4.1 will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than five percent (5%) of the number of shares of that class of securities issued and outstanding.

19.4.3 The restrictions of Section 19.4.1 shall not be construed to prohibit you, any Principal Owner of yours or any member of your respective immediate family members of their immediate families who have attended any of our training programs, or have participated in any aspects of the operation or management of the Franchised Business or otherwise may have access to Confidential Information from having a direct or indirect ownership interest in any Launch Trampoline Park Franchise Agreement for the operation of any Launch Trampoline Park, or any entity owning, controlling or operating a Launch Trampoline Park or from providing services to a Launch Trampoline Park.

19.5 Continuing Obligations

All obligations of ours and yours which expressly or by their nature survive or are intended to survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

19.6 Our Right to Purchase Assets of the Launch Trampoline Park

Upon termination of this Agreement by us in accordance with its terms and conditions or upon expiration of this Agreement without the grant of a renewal franchise, we shall have the option to purchase from you all or a portion of the assets used in the Launch Trampoline Park. We may exercise this option by giving written notice thereof within sixty (60) days from the date of such expiration or termination. Assets shall include, without limitation, leasehold improvements, equipment, furniture, fixtures, signs, inventory and the lease or sublease for the Site. We shall have the unrestricted right to assign this option to purchase. We or our assignee shall be entitled to all customary warranties and representations given by the seller of a business including, without limitation, representations and warranties as to (a) ownership, condition and title to assets; (b) liens and encumbrances relating to the assets; (c) validity of contracts inuring to us or affecting the assets; and (d) contingent or other liabilities.

The purchase price for the assets of the Launch Trampoline Park shall be the fair market value determined as of the date of termination of expiration of this Agreement in a manner consistent with reasonable depreciation of leasehold improvements owned by you and the equipment, furniture, fixtures, signs and inventory of the Launch Trampoline Park. The purchase price shall not contain any factor or increment for any trademark, service mark or other commercial symbol used in connection with the operation of the Launch Trampoline Park, goodwill or "going concern" value for the Launch Trampoline Park. We may exclude from the assets purchased hereunder any equipment, furniture, fixtures, signs and inventory that are not approved as meeting quality standards for Launch Trampoline Parks. The length of the remaining term of the lease or sublease for the Site of the Launch Trampoline Park shall also be considered in determining the fair market value hereunder. If we and you are unable to agree on the fair market value of the assets, the fair market value shall be determined by an independent appraiser selected by us and you. If we and you are unable to agree on an appraiser, we shall each select one (1) appraiser who shall select a third appraiser and the fair market value shall be deemed to be the average of the three (3) independent appraisals. Nothing contained herein shall restrict the manner in which the appraisers so selected value the leasehold improvements, equipment, furniture, fixtures, signs and inventory.

The purchase price shall be paid in cash, a cash equivalent, or marketable securities of equal value at the closing of the purchase, which shall take place no later than ninety (90) days after receipt by you of our notice of exercise of this option to purchase. At that time you shall deliver instruments transferring to us or our assignee: (a) good and merchantable title to the assets purchased free and clear of all liens and encumbrances, other than liens and security interests acceptable to us or our assignee, with all sales and other transfer taxes paid by you; (b) all licenses and permits of the Launch Trampoline Park which may be assigned or transferred; and (c) the lease or sublease for the Site. In the event that you cannot deliver clear title to all of the purchased assets as aforesaid or in the event there shall be other unresolved issues, the closing of the sale shall be accomplished through an escrow. Prior to closing, you and we shall comply with all applicable legal requirements including the bulk sales provisions of the Uniform Commercial Code of the state in which the Launch Trampoline Park is located.

We shall have the right to set off against, and reduce the purchase price by, any and all amounts owed by you to us and the amount of any encumbrances or liens against the assets or any obligations assumed by us. If we or our assignee exercise this option to purchase, we shall have the right to appoint a manager to maintain the operation of the Launch Trampoline Park pending the closing of such purchase. Alternatively, we may require you to close the Launch Trampoline Park during such time period without

removing any assets from the Site. You shall maintain in force all insurance policies required pursuant to this Agreement until the date of closing. If the Site is leased, we agree to use reasonable efforts to effect a termination of the existing lease for the Site and enter into a new lease on reasonable terms with the landlord. In the event we are unable to enter into a new lease, we will indemnify and hold you harmless from any ongoing liability under the lease from the date we assume possession of the Site.

19.7 Liquidated Damages

Upon termination of this Agreement by us for cause as described in Article 18, you agree to pay to us within fifteen (15) days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the twelve (12) months of operation preceding the effective date of termination multiplied by (a) twenty-four (24) (being the number of months in two (2) full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your Owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

ARTICLE 20
DISPUTE RESOLUTION

20.1 Mediation and Arbitration

20.1.1 We and you acknowledge that during the term of this Agreement disputes may arise between the parties that may be resolvable through mediation. To facilitate such resolution, we and you agree that each party shall submit the dispute between them for non-binding mediation at a mutually agreeable location before commencing an arbitration proceeding under Section 20.1.3. If we and you cannot agree on a location, the mediation will be conducted in Kent County, Rhode Island. The mediation will be conducted by one (1) mediator who is appointed under the American Arbitration Association's Commercial Mediation Rules and who shall conduct the mediation in accordance with such rules. We and you agree that statements made by us, you or any other party in any such mediation proceeding will not be admissible in any arbitration or other legal proceeding. Each party shall bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate in the mediation.

20.1.2 If any dispute between the parties cannot be resolved through mediation within forty-five (45) days following the appointment of the mediator, the parties agree to submit such dispute to arbitration subject to the terms and conditions of Section 20.1.3.

20.1.3 Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the

parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation or mediation will be settled by binding arbitration in Rhode Island under the authority of Rhode Island Statutes. The arbitrator(s) will have a minimum of five (5) years of experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Rhode Island Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Rhode Island Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement.

20.1.4 If we desire to seek specific performance or other extraordinary relief including, but not limited to, injunctive relief under this Agreement, and any amendments thereto, or to collect monies due, then any such action shall not be subject to arbitration and we shall have the right to bring such action as described in Section 20.2.

20.1.5 In proceeding with arbitration and in making determinations hereunder, the arbitrators shall not extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by us in good faith. Notice of or request to or demand for arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement.

20.2 Injunctive Relief

20.2.1 Notwithstanding anything to the contrary contained in Section 20.1 above, we and you each have the right, in a proper case, to seek injunctions, restraining orders and orders of specific performance from a court of competent jurisdiction, provided that we agree to contemporaneously submit our dispute for arbitration on the merits as provided herein.

20.2.2 You agree that we will not be required to post a bond to obtain any injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction if warranted upon due hearing. All claims for damages by reason of the wrongful issuance of such injunction are hereby expressly waived. If we secure any such injunction or order of specific performance, you agree to pay to us an amount equal to the aggregate of our costs of obtaining such relief including, without limitation, reasonable legal fees, costs and expenses as provided in this Section and any damages incurred by us as a result of the breach of any such provision.

ARTICLE 21
SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

21.1 If any provision of this Agreement relating to the covenants to refrain from operating, owning or assisting a Competitive Business during the term of this Agreement is declared or made invalid or unenforceable by judicial action, legislation or other government action, we, if we believe in our sole discretion that the continuation of this Agreement would not be in our best interests, may terminate this Agreement upon sixty (60) days' written notice to you.

21.2 All other provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein

and partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. To the extent the post-transfer restrictive covenants or post-termination restrictive covenants contained herein are deemed unenforceable by virtue of their scope in terms of geographic area, business activity prohibited and/or length of time, but may be made enforceable by reductions of either or any thereof, you and we agree that the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement or refusal to grant a renewal franchise than is required hereunder, or requires the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction any provision of this Agreement or any specification, standard or operating procedure we prescribe is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof. In such case, we shall have the right in our sole discretion to modify such invalid or unenforceable provision, specification, standard, or operating procedure to the extent required to be valid and enforceable. Such modifications to this Agreement shall be effective only in such jurisdiction and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

ARTICLE 22
MISCELLANEOUS

22.1 Waiver of Obligations

22.1.1 We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement. Such waiver shall be effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Whenever this Agreement requires our prior approval or consent, you shall make a timely written request therefor and such approval shall be obtained in writing.

22.1.2 We make no warranties or guarantees upon which you may rely and assume no liability or obligation to you by granting any waiver, approval, or consent to you or by reason of any neglect, delay, or denial of any request therefor. Any waiver granted by us shall be without prejudice to any other rights we may have, will be subject to continuing review by us and may be revoked in our sole discretion at any time and for any reason effective upon delivery to you of ten (10) days' prior written notice.

22.1.3 We and you shall not be deemed to have waived or impaired any right, power, or option reserved by this Agreement including, without limitation, the right to demand exact compliance with every term, condition, and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its term by virtue of any (a) custom or practice of the parties at variance with the terms hereof; (b) any failure, refusal, or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder including, without limitation, any mandatory specification, standard or operating procedure; (c) any waiver, forbearance, delay, failure, or omission by us to exercise any right, power, or option, whether of the same, similar or different nature, with respect to any other Launch Trampoline Park or any franchise agreement or multi-unit development agreement therefor; or (d) our acceptance of any payments from you after any breach by you of this Agreement.

22.2 Force Majeure

Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our failure to perform our obligations results from any of the following and is not caused or exacerbated by the non-performing party: (a) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material, or energy, or the voluntary forgoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations, or

instructions of any federal, state, or municipal government or any department or agency thereof; (b) compliance with any law, ruling, order, regulation, requirement, or instruction of any federal, state, or municipal government or any department or agency thereof; (c) acts of God; (d) acts of war or insurrection; (e) strikes, lockouts, boycotts, fire and other casualties; or (f) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance in whole or in part as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of Royalty Fees or other fees thereafter and as soon as performance is possible the non-performing party shall immediately resume performance, nor shall such period of excused non-performance exceed six (6) months.

22.3 Rights of Parties are Cumulative

Our and your rights hereunder are cumulative and no exercise or enforcement by us or you of any right or remedy hereunder shall preclude the exercise or enforcement by us or you of any other right or remedy hereunder or which we or you are entitled by law to enforce.

22.4 Costs and Legal Fees

If we are required to enforce this Agreement in a judicial or arbitration proceeding, you shall reimburse us for our costs and expenses, including, without limitation, reasonable accountants', attorneys', attorney assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Agreement, you shall reimburse us for any of the above-listed costs and expenses incurred by us.

22.5 Governing Law; Consent to Jurisdiction

22.5.1 Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) or other federal law, this Agreement and the relationship between the parties hereto shall be governed by the internal laws of the State of Rhode Island without regard to its conflicts of law principles.

22.5.2 You agree that you and your Owners shall institute any action and that we may institute any action against you or your Owners which is not required to be arbitrated hereunder in any state or federal court of general jurisdiction applicable to Kent County, Rhode Island or the state court of general jurisdiction or the Federal District Court nearest to our executive office at the time such action is filed. You and each Owner irrevocably submit to the jurisdiction of such courts and waive any objection you/he/she may have to either the jurisdiction or venue of such courts.

22.6 Limitations of Claims

Except with regard to claims arising from the underreporting of Gross Sales by you or your obligations to make payments to us or our Affiliates arising from or relating to this Agreement, any and all claims arising out of or relating to this Agreement or the relationship of you and us shall be barred unless an action or proceeding is commenced within one (1) year from the date on which you or we knew or should have known in the exercise of reasonable diligence of the facts giving rise to such claims.

22.7 Waiver of Punitive Damages and Jury Trial

We and you hereby waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between us, except as otherwise provided herein, each shall be limited to the recovery of actual damages sustained by it. We and

you hereby irrevocably waive trial by jury on any action, proceeding or counterclaim, whether at law or in equity, brought by either of us.

22.8 Binding Effect

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest and shall not be modified except by written agreement signed by both you and us.

22.9 Construction

The preambles and attachments to this Agreement are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. Except as expressly stated herein, nothing in this Agreement is intended nor shall be deemed to confer any rights or remedies upon any person or legal entity not a party hereto. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of such sections or paragraphs. This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

22.10 Reasonableness

We and you agree to act reasonably in all dealings with each other pursuant to this Agreement. Whenever the consent or approval of either party is required or contemplated hereunder, the party whose consent is required agrees not to unreasonably withhold the same unless otherwise permitted to do so in this Agreement.

22.11 Operation in the Event of Absence or Disability

In order to prevent any interruption of the Launch Trampoline Park operations which would cause harm to the Launch Trampoline Park, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Launch Trampoline Park, operate the Launch Trampoline Park for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Launch Trampoline Park during such period of operation by us shall be kept in a separate account, and the expenses of the Launch Trampoline Park, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the Launch Trampoline Park franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

22.12 Step-In Rights

If we determine in our sole judgment that the operation of your Launch Trampoline Park is a material threat to the health and safety of your employees, your customers or the general public, then you authorize us to operate your Launch Trampoline Park for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. We shall keep in a separate account all monies generated by the operation of your Launch Trampoline Park, less the expenses of the Launch Trampoline Park, including reasonable compensation and expenses for our representatives. In the event of our exercise of the Step-In Rights**,** you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay

all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of the Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

ARTICLE 23
SECURITY INTEREST

23.1 Collateral

You hereby grant to us a security interest ("Security Interest") in all of the furniture, fixtures, equipment, signage, and realty (including your interests under all real property and personal property leases) of the Launch Trampoline Park, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Launch Trampoline Park. All items in which a security interest is granted are referred to as the "Collateral". Our Security Interest shall be subordinated to any financing related to your operation of the Launch Trampoline Park, including, but not limited to, a real property mortgage and equipment leases.

23.2 Indebtedness Secured

The Security Interest in the Collateral is to secure payment of the following (the "Indebtedness"):

23.2.1 All amounts due to us and our affiliates under this Agreement or otherwise by you;

23.2.2 All sums which we may, at our option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;

22.2.3 All expenses, including reasonable attorneys' fees, which we incur in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting our rights under the Security Interest and this Agreement; and

23.2.4 All other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of you to us or third parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not you execute any extension agreement or renewal instruments.

23.3 Additional Documents

You will from time to time as required by us join with us in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to us.

23.4 Possession of Collateral

Upon default and termination of your rights under this Agreement, we shall have the immediate right to possession and use of the Collateral, subject to any prior security interests in the same.

23.5 Our Remedies in Event of Default

You agree that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at our option and without notice, become due and payable immediately, and we shall then have the rights, options, duties, and remedies of a secured party under, and

you shall have the rights and duties of a debtor under, the Uniform Commercial Code of Rhode Island (or other applicable law), including, without limitation, our right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by us in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to you pursuant to the notice provisions set forth above.

23.6 Special Filing as Financing Statement

This Agreement shall be deemed a Security Agreement and a Financing Statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

ARTICLE 24
NOTICES AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Operations Manual shall be in writing and shall be personally delivered, sent via a recognized overnight delivery service (e.g., UPS, FedEx, etc.), or sent by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses below (which shall not include only a P.O. Box) shown on the signature page of this Agreement, unless and until a different address has been designated by written notice to the other party.

To us:	Launch Franchising, LLC 920 Bald Hill Road Warwick, Rhode Island 02886 Attention: President
With a copy to:	Lathrop GPM Attention: Mark Kirsch, Esq 600 New Hampshire Avenue, NW The Watergate - Suite 700 Washington, DC 20037
To you:	_____ _____ _____ Attention: _____

ARTICLE 25
YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

25.1 Your Representations

You represent and warrant to us, with the intention that we are relying thereon in entering into this Agreement, that:

25.1.1 If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, then you are organized under the laws of the state of your principal place

of business (or another state which you have identified to us) and are in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over the Launch Trampoline Park.

25.1.2 If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, you have all corporate power and authority to execute, deliver, consummate and perform this Agreement, and it will be binding upon you and your successors and assigns when executed.

25.1.3 You do not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements, which you have furnished to us before the execution of this Agreement.

25.1.4 As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, principal shareholders, proprietors, partners or Owners (as applicable) after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or which affects or could affect your right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

25.1.5 Neither you nor any of your Principal Owners is a party to any contract, agreement, covenant not to compete or other restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

25.1.6 All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

ARTICLE 26
SUBMISSION OF AGREEMENT

The submission of this Agreement to you does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by both us and you and our receipt of the Initial Franchise Fee.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS AND WE ARE IN RECEIPT OF THE INITIAL FRANCHISE FEE. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR DISCLOSURE DOCUMENT, OR THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU ARE NOT RELYING ON THEM. YOU HAVE READ ALL OF THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

ARTICLE 25
EFFECTIVE DATE

This Agreement shall be effective as of the date it is executed by us below.

THE PARTIES hereto have duly executed, sealed and delivered this Agreement on the below effective date.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
By:_____	By:_____
Name: _____	Name: Robert Arnold
Title:_____	Title: C.E.O.
	Dated:_____ ("Effective Date")

LAUNCH FRANCHISING, LLC
FRANCHISE AGREEMENT

ATTACHMENT 1
OWNERS

1. **Owners**: List the full name and mailing address of each person or entity who directly or indirectly owns an equity or voting interest in you, and describe the nature of the interest.

Name:_____
Address:_____
_____
_____
_____
_____

Number of Ownership Interests Owned:_____
% of Total Ownership Interests:_____
Number of Ownership Interests Owner is Entitled to Vote:_____
Other Interest (Describe):_____
_____

Name:_____
Address:_____
_____
_____
_____
_____

Number of Ownership Interests Owned:_____
% of Total Ownership Interests:_____
Number of Ownership Interests Owner is Entitled to Vote:_____
Other Interest (Describe):_____
_____

Name:_____
Address:_____
_____
_____
_____
_____

Number of Ownership Interests Owned:_____
% of Total Ownership Interests:_____
Number of Ownership Interests Owner is Entitled to Vote:_____
Other Interest (Describe):_____
_____

Name:_____
Address:_____
_____
_____
_____
_____

Number of Ownership Interests Owned:_____
% of Total Ownership Interests:_____
Number of Ownership Interests Owner is Entitled to Vote:_____
Other Interest (Describe):_____
_____

Name:_____
Address:_____
_____
_____
_____
_____

Number of Ownership Interests Owned:_____
% of Total Ownership Interests:_____
Number of Ownership Interests Owner is Entitled to Vote:_____
Other Interest (Describe):_____
_____

2. **Designated Principal Owners**: The following individuals named in Paragraph 1 are designated as Principal Owners:

Name:_____ Name:_____

Name:_____ Name:_____

Name:_____ Name:_____

Name:_____ Name:_____

3. **Management**: As required pursuant to this Agreement, the following Principal Owners shall have supervisory responsibilities in connection with the operation of the Launch Trampoline Park:

Name:_____

Name:_____

Name:_____

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By:_____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

LAUNCH FRANCHISING, LLC
FRANCHISE AGREEMENT

ATTACHMENT 2
SITE, TERRITORY & GENERATION OF PARK

The Site of the Launch Trampoline Park will be located at: _____
_____
_____.

The Territory shall be as follows:_____
_____
_____.

Your Launch Trampoline Park will be a (select one):

_____ Gen 2 Park

_____ Gen 3 Park

FRANCHISEE:

_____
Name: _____
Title: _____

FRANCHISOR:
LAUNCH FRANCHISING, LLC

By:_____
Name: Robert Arnold
Title: C.E.O.

LAUNCH FRANCHISING, LLC
FRANCHISE AGREEMENT

ATTACHMENT 3
INTERNET WEB SITES AND LISTINGS AGREEMENT

THIS INTERNET WEB SITES AND LISTINGS AGREEMENT (the "Internet Listing Agreement") is made and entered into as of _____ (the "Effective Date"), by and between Launch Franchising, a Delaware limited liability company (the "Franchisor"), and _____, a _____ (the "Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for a Launch Trampoline Park (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Internet Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

All terms used but not otherwise defined in this Internet Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **TRANSFER; APPOINTMENT**

2.1 Interest in Internet Web Sites and Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding Internet web sites, and the right to hyperlink to certain web sites and listings on various Internet search engines (collectively, the "Internet Web Sites and Listings") related to the Franchised Business or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all Internet Service Providers, domain name registries, Internet search engines, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites and Listings: (i) to transfer all of Franchisee's Interest in such Internet Web Sites and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Internet Web Sites and Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites and Listings or will take such other actions with respect to the Internet Web Sites and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Internet Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Internet Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Internet Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites and Listings to Franchisor;

2.3.2 Direct the Internet Companies to terminate any or all of the Internet Web Sites and Listings; and

2.3.3 Execute the Internet Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Internet Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Internet Companies have duly transferred all Franchisee's Interest in such Internet Web Sites and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations under, such Internet Web Sites and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies for the sums Franchisee is obligated to pay such Internet Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Internet Listing Agreement.

3. MISCELLANEOUS

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Internet Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any

and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Internet Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Internet Web Sites and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Internet Listing Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Internet Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Internet Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Internet Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Internet Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Internet Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Internet Listing Agreement shall be joint and several.

3.9 Governing Law. This Internet Listing Agreement shall be governed by and construed under the laws of the State of Rhode Island, without regard to the application of Rhode Island conflict of law rules.

THE UNDERSIGNED have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

TELEPHONE LISTING AGREEMENT

THIS TELEPHONE LISTING AGREEMENT (the "Telephone Listing Agreement") is made and entered into as _____ (the "Effective Date"), by and between Launch Franchising, LLC, a Delaware limited liability company (the "Franchisor"), and _____, a _____ (the "Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for a Launch Trampoline Park (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Telephone Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

All terms used but not otherwise defined in this Telephone Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. TRANSFER; APPOINTMENT

2.1 Interest in Telephone Numbers and Listings. Franchisee has, or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings (collectively, the "Telephone Numbers and Listings") related to the Franchised Business or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, if Franchisor directs Franchisee to do so, Franchisee will immediately direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Telephone Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, on Termination of the Franchise Agreement, to take any and all appropriate action and to execute and deliver any and all documents that

may be necessary or desirable to accomplish the purposes of this Telephone Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including, without limitation, this Telephone Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor;

2.3.2 Direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and

2.3.3 Execute the Telephone Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Telephone Companies that they shall accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Telephone Companies have duly transferred all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further Interest in, or obligations under, such Telephone Numbers and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Telephone Companies for the sums Franchisee is obligated to pay such Telephone Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Telephone Listing Agreement.

3. MISCELLANEOUS

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Telephone Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to Franchisee's performance, Franchisee's nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and the directors, officers, shareholders, partners, members, employees, agents, and attorneys of Franchisor and its affiliates, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Telephone Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor under this Telephone Listing Agreement are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such

powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date hereof, it will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Telephone Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Telephone Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Telephone Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Telephone Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Telephone Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Telephone Listing Agreement shall be joint and several.

3.9 Governing Law. This Telephone Listing Agreement shall be governed by and construed under the laws of the State of Rhode Island, without regard to the application of Rhode Island conflict of law rules.

THE UNDERSIGNED have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

LAUNCH FRANCHISING, LLC
FRANCHISE AGREEMENT

ATTACHMENT 4
COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") assigns, transfers and sets over to Launch Franchising, LLC, a Delaware limited liability company ("Assignee"), all of Assignor's right and title to and interest in that certain "Lease", a copy of which is attached as Exhibit A, respecting premises commonly known as _____. This assignment is for collateral purposes only and except as specified in this document Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until Assignee takes possession of the premises the Lease demises according to the terms of this document and assumes Assignor's obligations under the Lease.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises.

Upon Assignor's default under the Lease or under the "Franchise Agreement" for a Launch Trampoline Park between Assignee and Assignor, or in the event Assignor defaults under any document or instrument securing the Franchise Agreement, Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises. In that event Assignor will have no further right and title to or interest in the Lease but will remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without Assignee's prior written consent. Throughout the term of the Franchise Agreement, Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day upon which the option must be exercised unless Assignee agrees otherwise in writing. Upon Assignee's failure to agree otherwise in writing and upon Assignor's failure to elect to extend or renew the Lease as required, Assignor appoints Assignee as its true and lawful attorney-in-fact with the authority to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

ASSIGNEE:	**ASSIGNOR:**
LAUNCH FRANCHISING, LLC	
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the Lease:

(a) Agrees to notify Assignee in writing of and upon Assignee's failure to cure any default by Assignor under the Lease;

(b) Agrees that Assignee will have the right but not the obligation to cure any default by Assignor under the Lease within thirty (30) days after Lessor's delivery of notice of the default under section (a) above;

(c) Consents to the Collateral Assignment and agrees that if Assignee takes possession of the premises the Lease demises and confirms to Lessor that it has assumed the Lease as tenant, Lessor will recognize Assignee as tenant under the Lease provided that Assignee cures within the thirty (30) day period noted in section (b) above Assignor's defaults under the Lease; and

(d) Agrees that Assignee may further assign the Lease to or enter into a sublease with a person, firm or corporation who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor and that upon that assignment Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a Launch Trampoline Park.

DATED:_____

_____

_____, Lessor

LAUNCH FRANCHISING, LLC
FRANCHISE AGREEMENT

ATTACHMENT 5
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(for trained employees, shareholders, officers, directors, general partners, members and managers of Franchisee)

In consideration of my being a _____of _____ ("Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Pursuant to a Franchise Agreement dated _____, 20___ (the "Franchise Agreement"), Franchisee has acquired the right and franchise from Launch Franchising, LLC (the "Company") to establish and operate a Launch Trampoline Park (the "Franchised Business") and the right to use in the operation of the Franchised Business the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and approved location: _____ (the "Site").

2. The Company, as the result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system (the "System") relating to the establishment and operation of Franchised Businesses, which features many attractions that include, but are not limited to, trampoline courts, climbing walls, laser tag, virtual reality, obstacle courses, ropes courses, go karting, bowling, arcade games, and other competitive attractions. The Launch Trampoline Park will also offer food and refreshments (including alcoholic beverages where permitted by applicable law). The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the "Confidential Information").

3. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As _____ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, the Company's Confidential Operations Manuals (the "Manuals"), and other general assistance during the term of the Franchise Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and will

continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

[Note to Franchisee: Section 7 of this Agreement, which includes a covenant not to compete, and a restriction on the employment of a competitor's employee is optional. We do not require you to include this language, and it is noted here only for your convenience. Your decision to have your employees execute this Agreement with this Section 7 included, and for you to enforce it, is your decision alone. If you elect to include this Section 7, that decision does not suggest that we are an employer of your employees.]

7. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any retail business or e-commerce business which: (a) is the same as, or substantially similar to, a Franchised Business; or (b) offers to sell or sells any products or services which are the same as, or substantially similar to, any of the products or services offered by a Franchised Business (a "Competitive Business"); and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Competitive Business that is, or is intended to be, located at or within:

7.1 Franchisee's Territory, as defined in the Franchise Agreement ("Franchisee's Territory");

7.2 Twenty (20) miles of Franchisee's Territory; or

7.3 Twenty (20) miles of any Franchised Business operating under the System and the Proprietary Marks.

The prohibitions in this Paragraph 7 do not apply to my interests in or activities performed in connection with a Franchised Business. This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

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

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

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

11. This Agreement shall be construed under the laws of the State of Rhode Island. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

_____

Signature

_____

Name

_____

Address

_____

Title

ACKNOWLEDGED BY FRANCHISEE

By:_____

Name:_____

Title:_____

LAUNCH FRANCHISING, LLC
FRANCHISE AGREEMENT

ATTACHMENT 6
GUARANTY AND ASSUMPTION OF OBLIGATIONS

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement, and any revisions, modifications and amendments thereto (hereinafter collectively the "Agreement") dated _____, by and between Launch Franchising, LLC, a Delaware limited liability company (hereinafter the "Franchisor"), and _____ (hereinafter the "Franchisee"), each of the undersigned (collectively, the "Guarantors") agrees as follows:

1. The Guarantors do hereby jointly and severally unconditionally guaranty the full, prompt and complete performance of the Franchisee under the terms, covenants and conditions of the Agreement, including, without limitation, the complete and prompt payment of all indebtedness to the Franchisor under the Agreement. The word "indebtedness" is used herein in its most comprehensive sense and includes, without limitation, any and all advances, debts, obligations and liabilities of the Franchisee, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable. Guarantors hereby waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; or (d) give notice of demand for payment by Franchisee.

2. The obligations of the Guarantors are independent of the obligations of the Franchisee and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, whether or not actions are brought against the Franchisee or whether the Franchisee is joined in any such action. Without affecting the obligations of the Guarantors, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement.

3. The Guarantors each hereby jointly and severally agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

4. The Guarantors each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants contained in Sections 8, 9, 16, 19, and 20 of the Agreement, and acknowledge and agree that this Guaranty does not grant the undersigned any right to use the "Launch Trampoline" marks or system licensed to Franchisee under the Agreement.

5. If the Franchisee is a corporation, partnership or limited liability company, the Franchisor shall not be obligated to inquire into the power or authority of the Franchisee or its partners or the officers, directors, agents, members or managers acting or purporting to act on the Franchisee's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed hereunder. Where the Guarantors are corporations or partnerships, it shall be conclusively presumed that the Guarantors and the partners, agents, officers and directors acting on their behalf have the express authority to bind such corporations or partnerships and that such corporations or partnerships have

the express power to act as the Guarantors pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such corporations or partnerships.

6. The Franchisor, its successors and assigns, may from time to time, without notice to the undersigned: (a) resort to the undersigned for payment of any of the indebtedness, whether or not it or its successors have resorted to any property securing any of the indebtedness or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any of the undersigned hereunder or any indebtedness of any party or parties primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the indebtedness; or (e) give any other form of indulgence, whether under the Agreement or otherwise.

7. The undersigned further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between the Franchisee and the Franchisor resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

8. This Guaranty shall be enforceable by and against the respective administrators, executors, successors and assigns of the Guarantors and the death of any Guarantor shall not terminate the liability Guarantor or limit the liability of the other Guarantors hereunder.

9. If more than one person has executed this Guaranty, the term the "undersigned" as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

10. In each case where the spouse of a Franchisee has executed any documents in connection with the granting of the Agreement, and the Franchisee subsequently divorces from such spouse, then, in the event that the Franchisee subsequently remarries, the new spouse of such Franchisee must execute, and agree to be bound by the provisions of, each of the documents previously executed by the Franchisee's original spouse.

Each of the undersigned has executed this Guaranty under seal effective as of _____.

_____	_____
Signature	**Signature of Spouse (if married)**
_____	_____
Printed Name	Printed Name
_____	_____
_____	_____
Home Address	Home Address
_____	_____
Home Telephone	Home Telephone

Business Telephone	Business Telephone
Date	Date

LAUNCH FRANCHISING, LLC
FRANCHISE AGREEMENT

ATTACHMENT 7
MULTI-STATE ADDENDUM

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California 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 that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The Franchise Agreement requires application of the laws of Rhode Island. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code §1671, certain liquidated damages clauses are unenforceable.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Franchise Agreement upon certain bankruptcy-related events. If the Franchise Agreement is inconsistent with the law, the law will control.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Rhode Island with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

OUR WEBSITE, www. launchri.com, 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.

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

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

For info on becoming ServSafe certified in Illinois, see https://www.servsafe.com/ServSafe-Food-Handler/FAQs/What-are-the Illinois-Food – Handling – Regulatory-changes.

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

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

All 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.

Nothing in the Franchise Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

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

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts 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, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

The Franchise Agreement contains a liquidated damages provision. This provision may not be enforceable under Minnesota law.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

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

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

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

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

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

The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

The requirement that arbitration be held outside the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. Any mediation or arbitration will be held at a site agreeable to all parties.

The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement states that franchisee must consent to the jurisdiction of courts located outside the State of North Dakota. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

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

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

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

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

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

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

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

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.

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.

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.

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

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.

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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISEE:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
_____	By: _____
Name: _____	Name: Robert Arnold
	Title: C.E.O.

EXHIBIT C
TO THE DISCLOSURE DOCUMENT

MULTI-UNIT DEVELOPMENT AGREEMENT

LAUNCH FRANCHISING, LLC

MULTI-UNIT DEVELOPMENT AGREEMENT

_____

DEVELOPER

_____

EFFECTIVE DATE OF AGREEMENT

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ATTACHMENTS

1 - Development Territory
2 - Reservation Fee and Development Schedule
3 – Guaranty
4 – Multi-State Addendum

LAUNCH FRANCHISING, LLC

MULTI-UNIT DEVELOPMENT AGREEMENT

THIS MULTI-UNIT DEVELOPMENT AGREEMENT (the "Multi-Unit Development Agreement" or "Agreement") is by and between LAUNCH FRANCHISING, LLC, a Delaware limited liability company with its principal address at 920 Bald Hill Road Warwick, Rhode Island 02886 ("Franchisor", "we", "us" or "our"), and _____, a _____ whose principal address is _____ ("Developer", "you" or "your").

W I T N E S S E T H:

WHEREAS, We have developed and own a system (the "System") relating to the establishment, development and operation of indoor sports and family entertainment facilities.

WHEREAS, We are the owner of the Launch Trampoline Parks® trademark and other trademarks, domain names, service marks, logos and commercial symbols (the "Marks") used in operating the System.

WHEREAS, We grant to existing and new qualified Launch Trampoline Parks® franchisees the right to establish, own and operate more than one Launch Trampoline Park® within a defined geographic area pursuant to a development schedule.

WHEREAS, You desire to obtain the right to develop and operate multiple Launch Trampoline Parks® businesses using the System within a defined geographic area.

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

ARTICLE 1 – REFERENCES AND DEFINITIONS

1.1 Confidential Information. "Confidential Information" includes, but is not limited to, the following categories of information, methods, techniques, procedures, and knowledge developed or to be developed by us, our Affiliates and/or franchisees: System standards, market research, advertising and promotional campaigns, approved suppliers, operating results of Launch Trampoline Parks, the terms of your agreement with us, the Operations Manual, graphic designs and other intellectual property, and your customer list.

1.2 Competitive Business. "Competitive Business" means a business other than a Launch Trampoline Park that: (a) features one or more of the approved products and services or any type of indoor recreation business; or (b) grants or has granted franchises or licenses or establishes or has established joint ventures for the development and/or operation of a business described in the foregoing clause (a).

1.3 Development Territory. "Development Territory" means the geographic area described in Attachment 1 to this Agreement.

1.4 Development Schedule. "Development Schedule" means the period of time and cumulative number of Restaurants you must open and operate as established in the Development Schedule (Attachment 2 to this Agreement).

1.5 Franchise Agreement. "Franchise Agreement" means the then-current form of agreements (including franchise agreement and any exhibits, and other documents referenced therein) we customarily use in granting franchises to own and operate a Launch Trampoline Park. You acknowledge that, at our discretion, may modify the standard form of Franchise Agreement customarily used in granting a Launch Trampoline Park® franchise which may provide for different fees.

1.6 Ownership Interests. "Ownership Interests" means, in relation to a: (a) corporation, the legal or beneficial ownership of shares in the corporation; (b) partnership, the legal or beneficial ownership of a general or limited partnership interest; (c) limited liability company, the legal or beneficial ownership of units of membership interests in the limited liability company; or (d) trust, the ownership of a beneficial interest of such trust.

1.7 Park or Launch Trampoline Park. "Park" and "Launch Trampoline Park" means a business that: (a) offers the products and services approved by us for sale as well as certain complementary products and services; (b) meets our standards and specifications; and (c) operates using the Marks and the System.

1.8 Principal Owner. "Principal Owner" means each owner having an ownership interest in you of five percent (5%) or more (regardless of whether such Owner is entitled to vote thereon) and any other Owner designated as a Principal Owner on Attachment 1 to this Agreement. You must have at least one (1) principal Owner. Each Principal Owner must sign a Guaranty and Assumption of Obligations, attached here as Attachment 3.

ARTICLE 2 – DEVELOPMENT RIGHTS AND OBLIGATIONS

2.1 This Agreement shall be for a term commencing on the Effective Date and expiring on Final Development Date as defined in Attachment 2 hereto and incorporated herein by reference ("Development Period"), unless sooner terminated in accordance with the terms of this Agreement.

2.2 Provided you: (i) are in full compliance with the terms and conditions contained in this Agreement, including, without limitation, the development obligations contained in Section 2.4; and (ii) are in full compliance with all obligations under all Franchise Agreements heretofore or hereafter entered into with us; then during the Development Periods, we (1) will grant to you, in accordance with the provisions of Article 2 hereof, franchises for the ownership and operation of Parks located within the Development Territory under our then-current form of Franchise Agreement; and (2) will not operate (directly or through an affiliate), nor grant a franchise for the operation of, any Parks to be located within the Development Territory, except such franchises as are granted to you.

2.3 Except for the limited territorial rights granted above in Section 2.2, we, for ourselves and our affiliates, retain all rights with respect to Launch Trampoline Parks, the Marks and the sale of approved products and services the sale of similar or dissimilar products and services anywhere in the world, and any other activities we deem appropriate, including, but not limited to:

(a) the right to establish and operate, and to grant to others the right to establish and operate, any other businesses offering products and services that are different from the products or services offered at Launch Trampoline Parks through similar or dissimilar channels of distribution (including, but not limited to: (i) sales through direct marketing through the Internet, catalogs, or telemarketing; (ii) sales through retail stores that do not operate under the Marks; and (iii) sales made at wholesale), at any locations inside or outside the Development Territory under trademarks or service marks other than the Marks, through similar or dissimilar channels of distribution at any location and on any terms and conditions we deem appropriate;

(b) to operate and to grant others the right to operate Launch Trampoline Parks located outside the Development Territory under any terms and conditions we deem appropriate and regardless of proximity to your Launch Trampoline Park or your Development Territory;

(c) the right to acquire the assets or Ownership Interests of one or more businesses that operate, and/or has granted franchises, licenses, or similar rights to one or more third parties to operate, businesses similar to and/or competing with the Launch Trampoline Parks under any name or marks, and/or the right to be acquired by a competing business, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses in the Development Territory, *provided, however*, that if we acquire, or are acquired by, such a Competitive Business, we will not grant new franchises or licenses to establish new or additional Competitive Businesses under the Marks or the Competitive Business's marks, in your Development Territory, and we will not permit any existing businesses (including any existing Competitive Businesses as of the date of the acquisition or transaction) in your Development Territory to use the Marks and the System;

(d) the right to sell goods we authorize under the Marks, to any person located inside or outside your Development Territory, through dissimilar channels of distribution, including but not limited to, through electronic means such as on or through websites we have already established, websites we may establish in the future, websites created by and/or hosted by third-parties, or other similar electronic outlets; and

(e) the right to create, place, and/or distribute any advertising and promotional materials related to the System, the Marks, Launch Trampoline Parks, and the services and products offered, and authorize others to do so, and those materials may appear in media, including but not limited to, the Internet or similar electronic media, or be received by prospective customers located anywhere, including within the Development Territory.

2.4 You agree, during the term of this Agreement, that you will at all times faithfully, honestly and diligently perform your obligations hereunder and that you will continuously exert your best efforts to promote and enhance the development of Parks within the Development Territory. Without limiting the foregoing obligation, you agree to have developed within the Development Territory the cumulative number of Parks at the end of each Development Period set forth in Attachment 2 hereto, and to have each such Park open and operating by the dates stated on such Attachment 2. If you fail at any time to meet the Development Schedule, we shall have the right to terminate this Agreement by delivering a notice to you stating that we elect to terminate this Agreement as a result of such failure. Such termination shall be effective upon delivery of such notice of termination. Our right to terminate this Agreement shall be our sole and exclusive remedy for your failure to meet the Development Schedule.

2.5 You understand and acknowledge that (a) this Agreement does not confer upon you the right or license to use the Proprietary Marks or the System, which right and license may only be granted pursuant to a Franchise Agreement with us; (b) you shall not open a Park to the public unless and until a fully executed Franchise Agreement is in place for such Parks; and (c) nothing under this Agreement grant you the right to sublicense or subfranchise your rights hereunder.

ARTICLE 3 – SITE SELECTION FOR PARKS

3.1 Subject to the provisions of Article 2 hereof, we agree to grant franchises to you for the operation of Parks located within the Development Territory; *provided*, however, that you shall submit to us a complete site report (containing such demographic, commercial, and other information and photographs as we may reasonably require) for each site at which you propose to establish and operate a Park and which you reasonably believe to conform to site selection criteria established by us from time to

time. Such proposed site shall be subject to our prior written approval, which will not be unreasonably withheld. In approving or disapproving any proposed site, we will consider such matters as we deem material, including, without limitation, demographic characteristics of the proposed site, traffic patterns, density of population, and other commercial characteristics (including the purchase price or rental obligations and other lease terms for the proposed site) and the size of premises, appearance, and other physical characteristics.

3.2 By delivery of written notice to you, we will approve or disapprove sites proposed by you for the operation of a Parks. We agree to exert our best efforts to deliver such notification to you within thirty (30) days of receipt by us of the complete site reports and other materials requested by us, containing all information reasonably required by us. If you shall have failed to obtain lawful possession of any approved site (through acquisition, lease, or sublease) within thirty (30) days after delivery of our approval thereof, we may, at our sole discretion, withdraw approval of such site. Our approval of a site is not a representation, warranty or guarantee that you will be successful at such site. Our approval only indicates that the site meets our criteria applied at the time of our review.

3.3 We shall offer to you a franchise to operate a Park at such approved site by delivering to you a Franchise Agreement in form for execution by you. Such Franchise Agreement shall be executed by you and returned to us within fifteen (15) days of our delivery thereof, with payment of the balance of the initial franchise fee required thereunder. If you fail to execute such Franchise Agreement and tender payment of the balance of the initial franchise fee as above provided, we may, at our sole discretion, terminate our offer to grant to you a franchise to operate a Park at such approved site and withdraw our approval of such site.

ARTICLE 4 – RESERVATION FEE

4.1 In consideration of the development rights granted herein, you shall pay to us a Reservation Fee which is calculated as Twenty-Five Thousand Dollars ($25,000) multiplied by the total number of Parks to be developed pursuant to this Agreement, as more specifically agreed to in Attachment 2. You acknowledge and agree that the Reservation Fee shall be fully earned by us upon execution of this Agreement, is not refundable, and will not be credited against any other fees you may pay to us pursuant to this Agreement or any Franchise Agreement.

ARTICLE 5 – TERMINATION BY US

5.1 In addition to our right to terminate under Section 2.4 hereof for your failure to meet the Development Schedule, we shall have the right to terminate this Agreement by delivering a notice to you stating that we elect to terminate this Agreement as a result of any of the breaches set forth below. Such termination shall be effective upon delivery of such notice of termination or, if applicable, upon your failure to cure (to our satisfaction) any such breach by the expiration of any period of time within which such breach may be cured in accordance with the provisions set forth below. It shall be a material breach of this Agreement if:

(a) you, or any of your shareholders or members, make an unauthorized assignment or transfer of this Agreement or an ownership interest in you;

(b) you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your

business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; or if suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within thirty (30) days;

(c) a general partnership interest in you (if you are a limited partnership) is terminated for whatever reason or, of you are a corporation or limited liability company, such corporation or limited liability company is involuntarily dissolved by the Secretary of State (or similar authority) where such entity was formed;

(d) you or any of your shareholders or members have made any material misrepresentation or omission in your application for the development rights conferred by this Agreement or are convicted of or plead no contest to a felony or other crime or offense that may adversely affect the goodwill associated with the Proprietary Marks;

(e) you fail to comply with any other provision of this Agreement, and such breach is not cured within thirty (30) days after delivery to you of our notice of termination;

(f) you fail on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to you; or

(g) any other agreement between you and us, including, but not limited to, a Franchise Agreement, is terminated in accordance with its terms and conditions as defined in such agreement.

ARTICLE 6 – EFFECT OF TERMINATION AND EXPIRATION

6.1 All of our and your obligations under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement and until they are satisfied in full or by their nature expire.

ARTICLE 7 – COVENANTS

7.1 In-Term Covenant Not to Compete. During the term of this Agreement, you, your Principal Owners, and members of their immediate families who have attended any of our training programs, or have participated in any aspects of the operation or management of the development business hereunder, or otherwise may have access to Confidential Information, shall not, directly or indirectly:

(a) own, maintain, operate, engage in, franchise, license, or have any direct or indirect controlling or non-controlling interest, whether of record, beneficially, or otherwise, in a Competitive Business, wherever located or operating (except that an equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(b) be or perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(c) divert or attempt to divert any actual or potential business or customers of your Launch Trampoline Park to a Competitive Business; or

(d) engage in any other activity which might injure the goodwill of the Marks or System.

7.2 Post-Term Covenant Not to Compete. Upon termination or expiration of this Agreement and for two (2) years (commencing on the effective date of such termination or expiration or the date on which you cease to operate the Launch Trampoline Park, whichever is later), neither you nor any of your Principal Owners shall directly or indirectly, through members of their immediate families who have attended any of our training programs, or have participated in any aspects of the operation or management of the development business hereunder, or otherwise may have access to Confidential Information:

(a) have any interest as a disclosed or beneficial owner in any Competitive Business located or operating (i) within the Development Territory, or (ii) within a twenty (20) mile radius of any Launch Trampoline Park in operation or under construction on the effective date of such termination or expiration; or

(b) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for any Competitive Business located or operating (i) within the Development Territory, or (ii) within a twenty (20) mile radius of any other Launch Trampoline Park in the System in operation or under construction on the effective date of such termination or expiration.

ARTICLE 8 – ASSIGNMENT

8.1 We have the right to sell or assign, in whole or in part, this Agreement, our interest in and obligations under this Agreement, any or all of the direct or indirect ownership interest in it, and any or all or substantially all of the assets, without prior notice to you and without your consent. You expressly and specifically waive any claims, demands or damages arising from or related to the loss of the Marks and/or the loss of association with or identification of "Launch Franchising, LLC" as Franchisor. Nothing contained in this Agreement shall require us to remain in the indoor recreation business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our right to assign our rights in this Agreement.

8.2 You understand and acknowledge that the rights and duties created by this Agreement are personal to you and that we have granted this Agreement in reliance upon the individual or collective character, skill, aptitude, attitude, business ability, and financial capacity of your owners. Therefore, neither this Agreement (or any interest therein) nor any part or all of the ownership of you may be voluntarily, involuntarily, directly or indirectly, assigned, sold, subdivided, sub-franchised, or otherwise transferred by you or your owners (including, without limitation, by consolidation or merger, by issuance of securities representing an ownership interest in you, by conversion of a general partnership to a limited partnership, by transfer or creation of an interest as a general partner of a limited partnership, by transfer of an interest in you, or in the event of death of you or an owner of you, by will, declaration of or transfer in trust or the laws of intestate succession), without our prior written approval. Any such assignment or transfer without such approval shall constitute a breach hereof and shall convey no rights to or interest in this Agreement to such assignee. You understand that this Agreement may not be pledged, mortgaged, hypothecated, given as security for an obligation or in any manner encumbered.

8.3 Upon the death or mental incapacity of any person with an interest of more than fifty percent (50%) in this Agreement or in you, the executor, administrator or personal representative of such person shall transfer his interest to a third party approved by us within twelve (12) months. Such transfers,

including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions stated in Section 8.2 hereof, the personal representative of the deceased shall have a reasonable time, not to exceed twelve (12) months from the date said personal representative is appointed, to dispose of the deceased's interest in you or in the development rights, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. It is understood and agreed, however, that notwithstanding the foregoing, the Development Schedule shall be complied with as though no such death or mental incapacity had occurred. In the event the interest described above is not disposed of within such time, we shall have the right to terminate this Agreement, provided such termination had not previously occurred for failure to perform pursuant to the Development Schedule, upon ninety (90) days' notice to your representative, or we shall have the right to re-purchase same at the same price being sought by your representative.

8.4 You have represented to us that you are entering into this Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the development rights hereunder. Therefore, you agree that any attempt to assign this Agreement without our prior written consent and in accordance with the terms of this Article 8 shall be deemed null and void and will be an event of default.

8.5 If you receive from an unaffiliated third party and desire to accept a bona fide written offer to purchase your development business, this Agreement, or any interest in your development business or this Agreement, then you must provide us notice thereof and we shall have the option, exercisable within thirty (30) days after receipt of written notice, to purchase your development business, this Agreement, or any interest in your development business or this Agreement, on the same terms and conditions as offered by said third party. In order that we may have information sufficient to enable us to determine whether to exercise this option, we may require you to deliver to us certified financial statements as of the end of your most recent fiscal year and such other information about your business and operations as we may request. If we decline, or do not accept the offer in writing within thirty (30) days, you may, within thirty (30) days from the expiration of the option period, sell, assign and transfer your business, development rights and interest to said third party, provided we have consented to such transfer as required by this Article 8. Any material change in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by us or our nominee, as in the case of an initial offer. Our failure to exercise the option afforded by this Section 8.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Article with respect to the proposed transfer.

8.6 You acknowledge and agree that the restrictions on transfer imposed herein are reasonable and are necessary to protect the development rights, the System and the Marks, as well as our reputation and image, and are for the protection of us, you and other multi-unit developers and franchisees. Any assignment or transfer permitted by this Article 8 shall not be effective until we receive a completely executed copy of all transfer documents, and we consent in writing thereto.

Except as provided in Section 8.5 hereof, we agree not to unreasonably withhold our consent to a sale, assignment or transfer by you hereunder. Consent to such transfer otherwise permitted or permissible as reasonable may be refused unless:

(a) All of your obligations created by this Agreement, all other franchise documents, including all Franchise Agreements, and the relationship created hereunder are assumed by the transferee.

(b) All ascertained or liquidated debts of you to us or our affiliated or subsidiary corporations are paid.

(c) You are not in default hereunder.

(d) We are reasonably satisfied that the transferee meets all of our requirements for new multi-unit developers, including but not limited to, good reputation and character, business acumen, operational ability, management skills, financial strength and other business considerations.

(e) Transferee executes or, in appropriate circumstances, causes all necessary parties to execute, our then-current form of Multi-Unit Development Agreement, our then-current form Franchise Agreement for each Park open or under construction hereunder, and such other then-current ancillary agreements being required by us of new multi-unit developers on the date of transfer.

(f) You execute a general release, in a form satisfactory to us, of any and all claims against us, our officers, directors, employees and principal stockholders of any and all claims and causes of action that you may have against us or any subsidiary or affiliated corporations in any way relating to this Agreement or the performance or non-performance thereof by us.

(g) You or transferee pay to us a transfer fee in an amount equal to fifty percent (50%) of our then-current initial franchise fee to cover our reasonable costs in effecting the transfer and in providing training and other initial assistance to transferee.

Our consent to a transfer of any interest in you or in the development rights pursuant to this Section shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee.

8.7 In the event that you are a corporation or desire to conduct business in a corporate capacity, said corporate entity or assignment to a corporate entity (which may include a corporation, limited liability company or partnership) must receive our prior written approval and you agree to comply with the provisions hereinafter specified, including without limitation, personal guaranties by one or more equity owners of all of the obligations of said corporate entity or assignee corporate entity to us and other parties designated by us. The corporate entity or assignee corporate entity shall not engage in any business activities other than those directly related to the operation of the development business hereunder. There shall be no transfer fee charged by us for a one (1) time assignment to a corporate entity.

ARTICLE 9 – ENFORCEMENT

9.1 Severability.

(a) If any provision of this Agreement relating to the covenants to refrain from operating, owning or assisting a Competitive Business during the term of this Agreement is declared or made invalid or unenforceable by judicial action, legislation or other government action, we, if we believe in our sole discretion that the continuation of this Agreement would not be in our best interests, may terminate this Agreement upon sixty (60) days' written notice to you.

(b) All other provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. To the extent the post-transfer restrictive covenants or post-termination restrictive covenants contained herein are deemed unenforceable by virtue of their scope in terms of geographic area, business activity prohibited and/or length of time, but may be made enforceable by reductions of either or any thereof, you and we agree that the same shall be enforced to the fullest extent permissible under the laws and public policies applied

in the jurisdiction in which enforcement is sought. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement or refusal to grant a renewal franchise than is required hereunder, or requires the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction any provision of this Agreement or any specification, standard or operating procedure we prescribe is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof. In such case, we shall have the right in our sole discretion to modify such invalid or unenforceable provision, specification, standard, or operating procedure to the extent required to be valid and enforceable. Such modifications to this Agreement shall be effective only in such jurisdiction and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

9.2 If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and we shall have the right, in our sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof as though it were separately articulated in and made a part of this Agreement that may result from striking from any of the provisions hereof, or any specification, standard or operating procedure prescribed by us, any portion or portions which a court may hold to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such court order. Such modifications to this Agreement shall be effective only in such jurisdiction unless we elect to give them greater applicability and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

9.3 We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement. Such waiver shall be effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Whenever this Agreement requires our prior approval or consent, you shall make a timely written request therefor and such approval shall be obtained in writing.

9.4 We make no warranties or guarantees upon which you may rely and assume no liability or obligation to you by granting any waiver, approval, or consent to you or by reason of any neglect, delay, or denial of any request therefor. Any waiver granted by us shall be without prejudice to any other rights we may have, will be subject to continuing review by us and may be revoked in our sole discretion at any time and for any reason effective upon delivery to you of ten (10) days' prior written notice.

9.5 We and you shall not be deemed to have waived or impaired any right, power, or option reserved by this Agreement including, without limitation, the right to demand exact compliance with every term, condition, and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its term by virtue of any (a) custom or practice of the parties at variance with the terms hereof; (b) any failure, refusal, or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder including, without limitation, any mandatory specification, standard or operating procedure; (c) any waiver, forbearance, delay, failure, or omission by us to exercise any right, power, or option, whether of the same, similar or different nature, with respect to any other Launch Trampoline Park or any franchise agreement or multi-unit development agreement therefor; or (d) our acceptance of any payments from you after any breach by you of this Agreement.

9.6 Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our failure to perform our obligations results from any of the following and is not caused or exacerbated by the non-performing party: (a) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material, or energy, or the voluntary forgoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations, or instructions of any federal, state, or municipal government or any department or agency thereof; (b) compliance with any law, ruling, order, regulation, requirement, or instruction of any federal, state, or municipal government or any department or agency thereof; (c) acts of God; (d) acts of war or insurrection; (e) strikes, lockouts, boycotts, fire and other casualties; or (f) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance in whole or in part as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of Royalty Fees or other fees thereafter and as soon as performance is possible the non-performing party shall immediately resume performance, nor shall such period of excused non-performance exceed six (6) months.

9.7 Our and your rights hereunder are cumulative and no exercise or enforcement by us or you of any right or remedy hereunder shall preclude the exercise or enforcement by us or you of any other right or remedy hereunder or which we or you are entitled by law to enforce.

9.8 Except to the extent governed by federal law, this Agreement and the relationship between the parties hereto shall be governed by the internal laws of the State of Rhode Island without regard to its conflicts of law principles.

9.9 You agree that you and your Owners shall institute any action and that we may institute any action against you or your Owners which is not required to be arbitrated hereunder in any state or federal court of general jurisdiction applicable to Kent County, Rhode Island or the state court of general jurisdiction or the Federal District Court nearest to our executive office at the time such action is filed. You and each Owner irrevocably submit to the jurisdiction of such courts and waive any objection you/he/she may have to either the jurisdiction or venue of such courts.

9.10 Any and all claims arising out of or relating to this Agreement or the relationship of you and us shall be barred unless an action or proceeding is commenced within one (1) year from the date on which you or we knew or should have known in the exercise of reasonable diligence of the facts giving rise to such claims.

9.11 We and you hereby waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between us, except as otherwise provided herein, each shall be limited to the recovery of actual damages sustained by it. We and you hereby irrevocably waive trial by jury on any action, proceeding or counterclaim, whether at law or in equity, brought by either of us

9.12 This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest and shall not be modified except by written agreement signed by both you and us.

9.13 The preambles and attachments to this Agreement are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. Except as expressly stated herein, nothing in this Agreement is intended nor shall be deemed to confer any rights or remedies upon any person or legal entity

not a party hereto. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of such sections or paragraphs. This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

9.14 Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

9.15 Time is of the essence of this Agreement.

9.16 If we are required to enforce this Agreement in a judicial or arbitration proceeding, you shall reimburse us for our costs and expenses, including, without limitation, reasonable accountants', attorneys', attorney assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Agreement, you shall reimburse us for any of the above-listed costs and expenses incurred by us.

9.17 We and you agree to act reasonably in all dealings with each other pursuant to this Agreement. Whenever the consent or approval of either party is required or contemplated hereunder, the party whose consent is required agrees not to unreasonably withhold the same unless otherwise permitted to do so in this Agreement.

ARTICLE 10 – DISPUTE RESOLUTION

10.1 Mediation and Arbitration

10.1.1 We and you acknowledge that during the term of this Agreement disputes may arise between the parties that may be resolvable through mediation. To facilitate such resolution, we and you agree that each party shall submit the dispute between them for non-binding mediation at a mutually agreeable location before commencing an arbitration proceeding under Section 10.1.3. If we and you cannot agree on a location, the mediation will be conducted in Kent County, Rhode Island. The mediation will be conducted by one (1) mediator who is appointed under the American Arbitration Association's Commercial Mediation Rules and who shall conduct the mediation in accordance with such rules. We and you agree that statements made by us, you or any other party in any such mediation proceeding will not be admissible in any arbitration or other legal proceeding. Each party shall bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate in the mediation.

10.1.2 If any dispute between the parties cannot be resolved through mediation within forty-five (45) days following the appointment of the mediator, the parties agree to submit such dispute to arbitration subject to the terms and conditions of Section 10.1.3.

10.1.3 Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation or mediation will be settled by binding arbitration in Rhode Island under the authority of Rhode Island Statutes. The arbitrator(s) will have a minimum of five (5) years of experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Rhode Island Statutes. The

proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Rhode Island Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement.

10.1.4 If we desire to seek specific performance or other extraordinary relief including, but not limited to, injunctive relief under this Agreement, and any amendments thereto, or to collect monies due, then any such action shall not be subject to arbitration and we shall have the right to bring such action as described in Section 10.2.

10.1.5 In proceeding with arbitration and in making determinations hereunder, the arbitrators shall not extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by us in good faith. Notice of or request to or demand for arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement.

10.2 Injunctive Relief

10.2.1 Notwithstanding anything to the contrary contained in Section 10.1 above, we and you each have the right, in a proper case, to seek injunctions, restraining orders and orders of specific performance from a court of competent jurisdiction, provided that we agree to contemporaneously submit our dispute for arbitration on the merits as provided herein.

10.2.2 You agree that we will not be required to post a bond to obtain any injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction if warranted upon due hearing. All claims for damages by reason of the wrongful issuance of such injunction are hereby expressly waived. If we secure any such injunction or order of specific performance, you agree to pay to us an amount equal to the aggregate of our costs of obtaining such relief including, without limitation, reasonable legal fees, costs and expenses as provided in this Section and any damages incurred by us as a result of the breach of any such provision.

ARTICLE 11 – INDEPENDENT CONTRACTORS; INDEMNIFICATION

11.1 Independent Contractors. You understand and agree that you are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your employees will be considered to be our employees. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee 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. We will not have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your Launch Trampoline Park does not directly or indirectly vest in us the power to hire, fire or control any such employee.

You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over the operations and activities of the Launch Trampoline Park, and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Manual

or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect of the day-to-day operations of your Launch Trampoline Park, which you alone control, other than adherence to System and brand standards, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Launch Trampoline Park.

You may not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over your Launch Trampoline Park. Except as otherwise expressly authorized by this agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Launch Trampoline Park.

11.2 No Liability for Acts of Other Party. You shall not employ any of the Marks in signing any contract, application for any license or permit, or in a manner that may result in our liability for any indebtedness or obligation of yours, nor will you use the Marks in any way not expressly authorized herein. Except as expressly authorized in writing, neither we nor you shall make any express or implied agreements, warranties, guarantees or representations, or incur any debt in the name of or on behalf of the other, or represent that our relationship is other than franchisor and franchisee. Neither we nor you shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We shall not be obligated for any damages to any person or property directly or indirectly arising out of your operation of the Launch Trampoline Park or your business authorized by or conducted pursuant to the Franchise.

11.3 Indemnification. You agree to indemnify, defend and hold us, our affiliates, and our respective shareholders, directors, officers, employees, agents, successors and assignees harmless against, and to reimburse us and them for, any and all claims and liabilities directly or indirectly arising out of the operation of the Launch Trampoline Park, the use of the Marks, any and all taxes described under this Agreement, or the transfer of any interest in this Agreement, the Franchise, the Launch Trampoline Park, some or all of the assets of the Launch Trampoline Park, other than the sale of inventory items in the ordinary course of business, or you in any manner not in accordance with this Agreement. Your indemnification obligations do not apply to the extent that such claims, obligations, damages, taxes, losses or liabilities arise from our negligence or wrongful conduct. For purposes of this indemnification, "claims" shall mean and include all obligations, actual and consequential damages, and costs incurred in the defense of any claim against us including, without limitation, reasonable accountants', attorneys', attorney assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses. We shall have the right to defend any such claim in such manner as we deem appropriate or desirable in our sole discretion. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration, termination or non-renewal of this Agreement.

ARTICLE 12 – NOTICES AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Operations Manual shall be in writing and shall be personally delivered, sent via a recognized overnight delivery service (e.g., UPS, FedEx, etc.), or sent by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses below (which

shall not include only a P.O. Box) shown on the signature page of this Agreement, unless and until a different address has been designated by written notice to the other party.

To us: Launch Franchising, LLC
920 Bald Hill Road
Warwick, Rhode Island 02886
Attention: President

With a copy to: Lathrop GPM
Attention: Mark Kirsch, Esq
600 New Hampshire Avenue, NW
The Watergate - Suite 700
Washington, DC 20037

To you: _____
_____
_____
Attention: _____

ARTICLE 13 – EFFECTIVE DATE

This Agreement shall be effective as of the date it is executed by us below.

THE PARTIES hereto have duly executed, sealed and delivered this Agreement on the below effective date.

DEVELOPER:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
By: _____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.
	Dated: _____ ("Effective Date")

ATTACHMENT 1

TO THE LAUNCH TRAMPOLINE PARK
MULTI-UNIT DEVELOPMENT AGREEMENT

DEVELOPMENT TERRITORY

The Development Territory referred to in Article 1 of the captioned agreement shall be:_____
_____.

ACCEPTED:

DEVELOPER:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
By:_____	By:_____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

ATTACHMENT 2

TO THE LAUNCH TRAMPOLINE PARK
MULTI-UNIT DEVELOPMENT AGREEMENT

RESERVATION FEE AND DEVELOPMENT SCHEDULE

SECTION 1

The Reservation Fee referred to in Article 3 of the Agreement shall be _____ Dollars ($_____).

SECTION 2

The Agreement authorizes and obliges Developer to establish and operate _____ (___) Launch Trampoline Parks, each pursuant to our then-current form of Franchise Agreement. Developer must develop Parks under this Agreement no later than _____, 20__ ("Final Development Date"). The following is Developer's Development Schedule:

Park Number	Park Open and Operating By ("Development Period")	Cumulative Number of Parks	Development Fee paid upon execution this Agreement	Balance to be Paid upon execution on each Franchise Agreement
One (1)		One (1)	$25,000	$25,000
Two (2)		Two (2)	$25,000	$25,000
Three (3)		Three (3)	$25,000	$25,000
Four (4)		Four (4)	$25,000	$25,000
Five (5)		Five (5)	$25,000	$25,000

The Development Period commences on the date of the captioned Agreement and expires on day the last Park that is required to be developed must be open and operating.

ACCEPTED:

DEVELOPER:

By:_____
Name: _____
Title: _____

FRANCHISOR:
LAUNCH FRANCHISING, LLC

By:_____
Name: Robert Arnold
Title: C.E.O.

ATTACHMENT 3

TO THE LAUNCH TRAMPOLINE PARK
MULTI-UNIT DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

In consideration of, and as an inducement to, the execution of that certain Multi-Unit Development Agreement, and any revisions, modifications and amendments thereto (hereinafter collectively the "Agreement") dated _____, by and between Launch Franchising, LLC, a Delaware limited liability company (hereinafter the "Franchisor"), and _____ (hereinafter the "Franchisee"), each of the undersigned (collectively, the "Guarantors") agrees as follows:

1. The Guarantors do hereby jointly and severally unconditionally guaranty the full, prompt and complete performance of the Franchisee under the terms, covenants and conditions of the Agreement, including, without limitation, the complete and prompt payment of all indebtedness to the Franchisor under the Agreement. The word "indebtedness" is used herein in its most comprehensive sense and includes, without limitation, any and all advances, debts, obligations and liabilities of the Franchisee, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable. Guarantors hereby waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; or (d) give notice of demand for payment by Franchisee.

2. The obligations of the Guarantors are independent of the obligations of the Franchisee and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, whether or not actions are brought against the Franchisee or whether the Franchisee is joined in any such action. Without affecting the obligations of the Guarantors, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement.

3. The Guarantors each hereby jointly and severally agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

4. The Guarantors each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants contained in the Agreement, and acknowledge and agree that this Guaranty does not grant the undersigned any right to use the "Launch Trampoline" marks or system licensed to Franchisee under the Agreement.

5. If the Franchisee is a corporation, partnership or limited liability company, the Franchisor shall not be obligated to inquire into the power or authority of the Franchisee or its partners or the officers, directors, agents, members or managers acting or purporting to act on the Franchisee's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed hereunder. Where the Guarantors are corporations or partnerships, it shall be conclusively presumed that the Guarantors and the partners, agents, officers and directors acting on their behalf have the express authority to bind such corporations or partnerships and that such corporations or partnerships have

the express power to act as the Guarantors pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such corporations or partnerships.

6. The Franchisor, its successors and assigns, may from time to time, without notice to the undersigned: (a) resort to the undersigned for payment of any of the indebtedness, whether or not it or its successors have resorted to any property securing any of the indebtedness or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any of the undersigned hereunder or any indebtedness of any party or parties primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the indebtedness; or (e) give any other form of indulgence, whether under the Agreement or otherwise.

7. The undersigned further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between the Franchisee and the Franchisor resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

8. This Guaranty shall be enforceable by and against the respective administrators, executors, successors and assigns of the Guarantors and the death of any Guarantor shall not terminate the liability Guarantor or limit the liability of the other Guarantors hereunder.

9. If more than one person has executed this Guaranty, the term the "undersigned" as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

10. In each case where the spouse of a Franchisee has executed any documents in connection with the granting of the Agreement, and the Franchisee subsequently divorces from such spouse, then, in the event that the Franchisee subsequently remarries, the new spouse of such Franchisee must execute, and agree to be bound by the provisions of, each of the documents previously executed by the Franchisee's original spouse.

[*signature page to follow*]

Each of the undersigned has executed this Guaranty under seal effective as of _____.

Signature	**Signature of Spouse (if married)**
Printed Name	Printed Name
Home Address	Home Address
Home Telephone	Home Telephone
Business Telephone	Business Telephone
Date	Date

ATTACHMENT 4

TO THE LAUNCH TRAMPOLINE PARK
MULTI-UNIT DEVELOPMENT AGREEMENT

MULTI-STATE ADDENDUM

CALIFORNIA ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multi-Unit Development Agreement ("Agreement"), to the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California 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 that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The Agreement requires application of the laws of Rhode Island This provision may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Agreement upon certain bankruptcy-related events. If the Agreement is inconsistent with the law, the law will control.

The Agreement requires binding arbitration. The arbitration will occur in Rhode Island with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

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

3. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Agreement. In the event of any conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

DEVELOPER:

FRANCHISOR:
LAUNCH FRANCHISING, LLC

By: _____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

ILLINOIS ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multi-Unit Development Agreement ("Agreement"), to the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

FRANCHISOR CURRENTLY HAS NO FORMAL SCHEDULE FOR THE REQUIRED INITIAL TRAINING THAT YOU MUST COMPLETE NO LESS THAN 30 DAYS BEFORE YOUR BUSINESS OPENS. IN ADDITION, THE ENTIRE TRAINING ROGRAM IS SUBJECT TO CHANGE WITHOUT NOTICE TO YOU.

For info on becoming ServSafe certified in Illinois, see https://www.servsafe.com/ServSafe-Food-Handler/FAQs/What-are-the Illinois-Food – Handling – Regulatory-changes.

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

3. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Agreement. In the event of any conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall apply.

THE PARTIES hereto have duly executed, sealed and delivered this Addendum dated _____.

DEVELOPER:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
By:_____	By:_____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

MARYLAND ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multi-Unit Development Agreement ("Agreement"), to the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

All 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.

Nothing in the Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

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

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

THE PARTIES hereto have duly executed, sealed and delivered this Addendum dated _____.

DEVELOPER:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
By:_____	By:_____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

MINNESOTA ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multi-Unit Development Agreement ("Agreement"), to the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

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

3. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Agreement. In the event of any conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall apply.

THE PARTIES hereto have duly executed, sealed and delivered this Addendum dated _____.

DEVELOPER:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
By: _____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

NEW YORK ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multi-Unit Development Agreement ("Agreement"), to the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

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

3. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Agreement. In the event of any conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

DEVELOPER:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
By: _____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

NORTH DAKOTA ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multi-Unit Development Agreement ("Agreement"), to the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

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 that is inconsistent with North Dakota law, the covenant may be unenforceable.

The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

The requirement that arbitration be held outside the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. Any mediation or arbitration will be held at a site agreeable to all parties.

The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement may not be enforceable under North Dakota law.

The Agreement states that franchisee must consent to the jurisdiction of courts located outside the State of North Dakota. This requirement may not be enforceable under North Dakota law.

The Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

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

3. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Agreement. In the event of any conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

DEVELOPER:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
By: _____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

VIRGINIA ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multi-Unit Development Agreement ("Agreement"), to the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

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

3. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Agreement. In the event of any conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

DEVELOPER:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
By: _____	By: _____
Name: _____	Name: Robert Arnold
Title: _____	Title: C.E.O.

WASHINGTON ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT

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

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.

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.

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.

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

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.

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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____ _____

FRANCHISOR DEVELOPER

EXHIBIT D
TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES AS OF DECEMBER 31, 2020

Alabama	
Sammy Razick Trampoline LLC 891 Boardroom Drive Prattville, AL 36066 Phone Number: (334) 568-2041	
Delaware	
Jason Avant 200 Interchange BLVD Newark, DE 19711 Phone Number: (856) 302-6080	
Florida	
Jonas Roter LTP of Doral LLC 2525 NW 82nd Ave Building 2 Doral, FL 33122 Phone Number: (305) 800-5867	Ron & Joy Tenhagen Supertramp LLC 4340 Okeechobee BLVD West Palm Beach, FL 33409 Phone Number: (561) 544-7924
Georgia	
Jimmy & Jessica Fullerton Columbus Family Entertainment LLC 7607 Veterans Parkway, Columbus, GA 31909 Phone Number: (706) 221-8680	James Canouse Jumpstart Family Entertainment LLC 5967 Bethelview Road, Cumming, Georgia 30040 Phone Number: (678) 807-7772
Corey & Christina Stalnaker Legacy First Launch LLC 78 Dawson Village Way N Dawsonville, GA 30534 Phone Number: (706) 391 - 6553	
Illinois	
Nadirshah Ali & Ernesto Lopez MagicParks INC 880 Lakeside Dr Gurnee, IL 60031 Phone Number: (204) 325-5867	
Maryland	
Launch Rockville MD 4942 Boiling Brook Parkway Rockville, MD 20852	Launch Columbia MD 9315 Snowden River Parkway Columbia, MD 21046 Phone Number: 443-319-5494
Massachusetts	

Sergei Sachek Fun Dynamics LLC 96 A Milk Street Methuen, MA 01844 Phone Number: (978) 655-3379	Momentum Enterprises LLC (x2 Parks) 2 California Ave Framingham, MA 01701 Phone Number: (508) 356-5468
Michigan	
Troy Daily & Nate Crane Crane & Daily LLC 3681 28th St SE Grand Rapids, MI 49512 Phone: (616) 208-9940	
Mississippi	
Surjit Singh MS Trampoline Park LLC 4222 Riverwind Drive Pearl, MS Phone Number: (601) 664-0060	
New Jersey	
Jason Avant Launch Philly LLC 1500 Almonesson Road Deptford, NJ 08096 Phone Number: (856) 302-6080	Jason Avant Launch Philly LLC 5029 Route 130 Suite 300 Delran, NJ 08075 Phone Number: (856) 302-6080
New York	
Sammy Alsidi WSF INC 16354 Cross Bay Blvd Jamaica, NY 11414 Phone Number: (718) 593-4204	
North Carolina	
Ryan & Kristie Bivins K&J Endeavors LLC Asheville, North Carolina 24 Walden Drive Arden, NC 28704 Phone Number: (828) 651-0280	
Virginia	
Karim Bensouda K&G Family Recreations LLC 13348 Franklin Farm Rd Herndon, VA 20171 Phone Numbers: (571) 332-9457	Rodrick & Lashwanda Moore Moore-Norman Group LLC 2707 W Cary Street Richmond, VA 23220 Phone Number: (804) 419-5753

Below is the list of franchisees who had signed an agreement, but whose outlet had not yet opened as of December 31, 2020:

Arizona	
Phoenix, AZ Brandon Hampton 2398 Camelback Rd615 Phoenix, AZ 85016 310-629-5777	
California	
Irvine, CA Ehab Mansour, 128 YUBA Irvine, CA 92620 310-951-1197	
Florida	
Boynton Beach, FLRon Tenhagen MUDA – 2 SuperTramp, LLC 4348 Okeechobee Blvd. K-106 West Palm Beach, FL 33409 904-477-3175	Orlando, FL Bernard McNeal Up Up and Away, LLC 610 North Alafaya Trail Orlando, FL 32828 407-923-5505
Louisiana	
Baton Rouge, LA Kristen & Mike Hogan 24950 Arlington Ave. Baton Rouge, LA 70726 225-892-2094	
Massachusetts	
Leominster MA Mark Emma 8 Richards Way Leominster, MA 01462 978-833-1608	Framingham, Wesborough and Worcester, MA Ryan Debin (x 3 Parks) Arena Capital Partners PO box 127 Sherborn, MA 01770 857-272-7509
Missouri	
St Louis, MO Mahmoud Kouk 1521 Shadow Wood Dr St Charles, MO 314-443-3267	
New Jersey	
East Brunswick NJ Ashar Nafis 19 Coleman St. Apt B West Haven, CT 06516 646-335-3396	
North Carolina	
Ryan Wilhelm MRW Family Entertainment Inc 3756 Brushy Dr Charlotte, NC 630-803-1130	
Ohio	

Springfield, OH Dan Moss, MMG Sports Complex , LLC 1475 Upper Valley Pike Columbus, OH 45504 614-203-2480	Toledo, OH Nader Jadallah YoujiBay, LLC 7611 Steadman Road, Dearborn, MI 48126 313-871-6413
Texas	
Humble, TX Bob & Thyra Bari, 17118 Mariposa Grove Lane Humble, TX 832-443-0357	League City TX Wes & Lori Tolopka 2282 Rising Bay Ct. League City, TX 77573 832-443-0357
Roanoke , TX Justin Goehring LSGB Management, Inc 1127 Mount Gilead Road Keller, TX 76262 412-378-1110	
Washington	
Kennewick, Seattle Spokane WA (3unit MUDA) Will & Kaili Mckay 3515 W. 46th Avenue Kennewick, WA 99337 509-521-3323	

EXHIBIT E
TO THE DISCLOSURE DOCUMENT

FRANCHISEES WHO HAVE LEFT THE SYSTEM AS OF DECEMBER 31, 2020

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

Name	Address	Last Known Number
Li & James Miao	1601 W Edgar Road, #7A Linden, New Jersey 07036	None available
Rachel Cuff	260 W Nyack Rd West Nyack, New York 10994	None available

EXHIBIT F
TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

LAUNCH FRANCHISING, LLC

Financial Statements For The Year Ended December 31, 2020

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

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CPA GROUP

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Suite 120 - 189
Naperville, IL 60565
+1 (815) 348-2421
omar@napercpa.com

INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of LAUNCH FRANCHISING, LLC

We have audited the accompanying financial statements of LAUNCH FRANCHISING, LLC, which comprise the Balance Sheet as of December 31, 2020, the related Profit & Loss Statement, the related Statement of Cashflows, and the related Statement of Shareholders Equity for the 12-month periods then ended.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of LAUNCH FRANCHISING, LLC as of December 31, 2020, and the results of its operations and its cash flows for the periods then ended in accordance with accounting principles generally accepted in the United States of America.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Omar Alnuaimi, CPA

Naperville, IL
June 15, 2021

LAUNCH FRANCHISING, LLC
PROFIT & LOSS STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 2020

Revenue	
Franchise & Royalty Fees	$ 990,385
Merchandie Sales	341,007
Other Franchisee Revenue	196,119
Total Revenue	1,527,511
Cost of Sales	252,552
Gross Profit	1,274,959
Operating Expense	
Payroll Expenses	268,548
Professional Fees	80,154
Bad Debt Expense	90,386
Office Expenses and Human Resources	48,108
Travel, Meals and Entertainment	37,999
Rent Expense	56,383
Commissions	5,050
Insurance	14,934
Advertising, Marketing and Promotion	47,071
Franchise Development Fees	15,000
Total Operating Expenses	663,634
Net Income From Operations	611,325
Other Income (Expense)	
Depreciation & Amortization	(47,455)
Misc. Income	1,168
Interest Expense	(42,282)
Total Other Income (Expense)	(88,569)
Net Income Before Provision for Income Tax	522,756
Provision for Income Taxes	-
Net Income (Loss)	$ 522,756

LAUNCH FRANCHISING, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2020

ASSETS	
CURRENT ASSETS	
Cash and Cash Equivalents	$ 113,532
Accounts Receivable	592,002
Inventory	134,124
Prepaid Expenses and Other Current Assets	123,155
TOTAL CURRENT ASSETS	962,813
NON-CURRENT ASSETS	
Fixed Assets - Equipment (net)	19,723
Goodwill (net)	1,300,894
Intangible Assets	67,027
TOTAL NON-CURRENT ASSETS	1,387,644
TOTAL ASSETS	2,350,457
LIABILITIES AND OWNER'S EQUITY	
CURRENT LIABILITIES	
Accounts Payable	57,946
Deferred Revenue	272,000
Accrued Expenses	36,512
Gift Cards Payable	40,551
Brand Development Fund	55,601
Short-Term Debt - PPP Loan	185,500
TOTAL CURRENT LIABILITIES	648,111
NON-CURRENT LIABILITIES	
Long-Term Debt	835,942
Deferred Revenue	190,222
TOTAL NON-CURRENT LIABILITIES	1,026,164
TOTAL LIABILITIES	1,674,274
OWNER'S EQUITY	
Retained Earnings (Deficit)	153,426
Net Income (Loss)	522,756
TOTAL SHAREHOLDERS' EQUITY	676,182
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$2,350,457

LAUNCH FRANCHISING, LLC
STATEMENT OF CASHFLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020

OPERATING ACTIVITIES	
Net Income	$522,756
Non-Cash Adjustments	
Increase in Accounts Receivable	(113,423)
Decrease in Inventory	104,079
Decrease in Prepaid Expenses and Other Current Assets	(33,546)
Increase in Accumulated Deprecation/Amortization	47,455
Decrease in Cuurent Liabilities	(41,334)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	485,987
INVESTING ACTIVITIES	
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	-
FINANCING ACTIVITIES	
Owner's Contribution (net)	(643,808)
Debt Repayment	(319,467)
Short-Term Debt - PPP Loan	185,500
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(777,775)
NET INCREASE (DECREASE) IN CASH	(291,788)
CASH AT BEGINNING OF PERIOD	405,320
CASH AT END OF PERIOD	$113,532

LAUNCH FRANCHISING, LLC
STATEMENT OF SHAREHOLDERS' EQUITY
AS OF DECEMBER 31, 2020

	Opening Equity Balance	Yearly Changes	Total
Balance, December 31, 2019	$ 797,234	$ -	$ 797,234
Net Income for the period ending December 31, 2020	-	522,756	522,756
Equity Contributions (Distributions)	-	(643,808)	(643,808)
Balance, December 31, 2020	**$ 797,234**	**$ (121,052)**	**$ 676,182**

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

Launch Franchising, LLC ("The Company") was incorporated under the laws of the State of Delaware on May 13, 2013. The Company is the exclusive franchisor of the Launch Trampoline Park concept, an indoor sports and entertainment facility. The purpose of the Company is to offer franchise opportunities to entrepreneurs who want to own and operate their own Launch Trampoline Park, as a franchise.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). As a result, the Company records revenue when earned and expenses when incurred.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Fixed Assets and Depreciation

Property and Equipment is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2020, no impairment loss has been recognized for long-lived assets.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Goodwill

The Company capitalized goodwill as the result of its acquisition of AIRTIME INTERNATIONAL FRANCHISE, LLC in 2019. Under GAAP, private companies can elect to amortize goodwill on a straight-line basis over 10 years. The Company has elected this treatment and amortizes goodwill on a straight-line basis over 10 years.

Fair Value Measurements

The Company has determined the fair value of certain assets and liabilities in accordance with United States generally accepted accounting principles ("GAAP"), which provides a framework for measuring fair value. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques should maximize the use of observable inputs and minimize the use of unobservable inputs. A fair value hierarchy has been established, which prioritizes the valuation inputs into three broad levels. Level 1 inputs consist of quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the related asset or liability. Level 3 inputs are unobservable inputs related to the asset or liability.

Accounts Receivable

The Company's trade receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value.

The Company evaluates the collectability of accounts receivable on a customer-by-customer basis. During the 12-month period December 31, 2020, The Company recognized bad debt expense of $90,386.

Inventory

Inventories are stated at the weighted average method for valuing inventories at the lower of cost or net realizable value. The Company manufactures a majority of its finished goods sold. The Company captures into inventory all costs of materials plus direct labor overhead costs of the following departments: laboratory, quality assurance, security, and product production.

Commitments and Contingencies

The Company is not currently involved with and does not know of any pending or threatening litigation against the Company or its members.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, ASC 606 requires the allocation of the initial franchise fee on a straight-line basis over the term of the franchise agreement unless the franchisor demonstrates that certain pre-opening services comprise a "distinct" deliverable. In accordance with ASC 606, The Company recognizes initial franchise fees on a straight-line basis over the term of the franchise agreement as the franchise deliverables/services are deemed complete/delivered upon the termination/completion of the franchise agreement.

The Financial Accounting Standards Board (FASB) has issued a proposed Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in mid 2020. This practical expedient is still in the proposed stage with FASB; however, FASB voted to finalize this update in December 2020. As a result, The Company intends to adopt this update to ASC 606 once this update becomes a final standard in 2021.

Deferred Revenue

Deferred revenue consists of initial franchise fees paid by franchisees upon the execution of the agreement. Consistent with Revenue Recognition guidelines, any unrecognized revenue is recorded as deferred revenue and is recognized over the term of the franchise agreement (see 'Revenue Recognition' note for additional details).

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Advertising Expenses

The Company expenses advertising costs as they are incurred.

NOTE C – LONG TERM DEBT

The Company has one long-term loan in the amount of $1,000,000 @ 5.75% (annual), commenced on May 1, 2019 with a maturity date of May 1, 2024. The terms of this loan state The Company is required to make equal monthly installments payments throughout the term of the loan.

NOTE D – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE E – SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 15, 2021, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

A. ANDREW GIANIODIS

CERTIFIED PUBLIC ACCOUNTANT

LAUNCH FRANCHISING, INC.

DECEMBER 31, 2019 AND 2018

FINANCIAL STATEMENTS

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

LAUNCH FRANCHISING, INC.

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A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

June 20, 2020

INDEPENDENT AUDITORS' REPORT

Board of Directors and Stockholders of
Launch Franchising, LLC:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheet of Launch Franchising, LLC. as of December 31, 2019 and 2018 and the related statements of operations, changes in owner's equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

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

AUDITOR'S RESPONSIBILITY

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with generally accepted auditing standards as accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, I express no such opinion.

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An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

OPINION

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Launch Franchising, LLC as of December 31, 2019 and 2018 and the results of operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

A. Andrew Gianiodis

Certified Public Accountant

Launch Franchising, LLC

Balance Sheet
December 31, 2019 and 2018

ASSETS

	2019	2018
Current Assets		
Cash	$ 405,222	$ 98,873
Accounts receivable, net of reserve	507,437	274,655
Prepaid expenses	60,749	-
Inventory	238,203	-
Total Current Assets	1,211,611	373,528
Fixed Assets, net of accumulated depreciation	24,769	15,966
Other Assets		
Goodwill.net of amortization	1,343,303	-
Intangible assets	67,027	-
Security deposit	-	275
	1,410,330	275
TOTAL ASSETS	$ 2,646,710	$ 389,769

LIABILITIES & EQUITY

Current Liabilities		
Accounts payable	$ 97,310	$ 76,982
Accrued liabilities	3,966	26,365
Brand fund liabilities	99,766	-
Deferred revenues	493,760	-
Total Current Assets	694,802	103,347
Loan - owner	274,293	-
Loan - Patriot Bank	881,116	-
Total Liabilities	1,850,211	103,347
Total Equity	796,499	286,422
TOTAL LIABILITIES & EQUITY	$ 2,646,710	$ 389,769

See accompanying notes

Launch Franchising, LLC

Statement of Operations
Years Ending December 31, 2019 and 2018

	2019	2018
Revenues		
Franchise fees	$ 2,508,182	$ 2,144,486
Merchandie sales	722,049	-
Other franchisee revenue	410,907	405,940
Total revenue	3,641,138	2,550,426
Cost of sales	466,967	-
Gross margin	3,174,171	2,550,426
Expenses		
Advertising and promotion	239,277	224,879
Bad Debts	59,958	127,983
Computer expenses	34,331	43,553
Consulting	113,646	258,722
Franchise servicing expenses	75,450	43,862
Insurances	14,057	11,134
Meals and travel	153,471	162,952
Miscellaneous	15,786	8,604
Office expenses	17,615	17,857
Payroll	1,195,400	1,061,832
Professional Fees	67,176	154,615
Registrations	8,495	6,881
Rent	61,918	45,300
Telephone	9,406	8,242
Utilities	15,761	7,726
Total expenses	2,081,747	2,184,142
Operating Income	$ 1,092,424	$ 366,284
Other expenses		
Depreciation	(7,012)	(2,785)
Amortization	(85,881)	-
Interest Expense	(68,312)	-
Interest Income	-	164
Taxes	(400)	(850)
Net Income	$ 930,819	$ 362,813

See accompanying notes

Launch Franchising, LLC

Statement of Changes in Stockholder's Equity
Years Ending December 31, 2019 and 2018

	Total Equity
Equity at January 1, 2018	$ 4,563
Capital Contribution, net	113,895
Draws	(194,849)
Net Income	362,813
Equity December 31, 2018	$ 286,422
Equity at January 1, 2018	$ 286,422
Capital Contribution, net	425,736
Draws	(846,478)
Net Income	930,819
Equity December 31, 2018	$ 796,499

See accompanying notes

Launch Franchising, LLC

Statement of Cash Flows
Years Ending December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Net Income/(Loss)	$ 930,819	$ 362,813
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation & amortization	92,893	2,785
Changes in assets and liabilities		
Current assets	(531,733)	(191,103)
Current liabilities	591,455	14,138
Net cash provided by operating activities	1,083,434	188,633
Cash flows from investing activities:		
Expenditures in fixed assets, net	(15,000)	(12,721)
Expenditures on goodwill and intangibles	(1,497,027)	-
Proceeds from loans	1,274,293	-
Payments on loans	(118,884)	-
Security deposit returned	275	(275)
Net cash provided by investing activities	(356,343)	(12,996)
Cash flows from financing activities:		
Capital contribution	425,736	113,895
Member draws	(846,478)	(194,849)
Net cash provided by investing activities	(420,742)	(80,954)
Net change in cash	306,349	94,683
Cash - beginning of year	98,873	4,190
Cash - end of year	$ 405,222	$ 98,873
Supplemental Disclosures		
Interest Paid	$ 68,312	$ -
Income Taxes Paid	$ 400	$ 850

See accompanying notes

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS

Launch Franchising, LLC ("The Company") was incorporated under the laws of the State of Delaware on May 13, 2013. The Company is the exclusive franchisor of the Launch Trampoline Park concept, an indoor sports and entertainment facility. The purpose of the Company is to offer franchise opportunities to entrepreneurs who want to own and operate their own Launch Trampoline Park, as a franchise.

BASIS OF PRESENTATION

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

REVENUE RECOGNITION

Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue.

Monthly royalty fees will be recognized when the revenue is earned and becomes receivable from the franchisee.

COMPANY INCOME TAXES

The Company is an LLC; as such, the Company will not be responsible for income taxes on the company level. Instead, its taxable income will be included on the owner's personal tax returns.

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2019 and 2018, as defined in FASB 107, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

NOTE 3 FRANCHISE AGREEMENT

The terms of the Company's franchise agreement will be as follows:

A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
B. The franchisee is obligated to pay a non-refundable initial franchise fee.
C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

NOTE 4 PURCHASE OF AIRTIME INTERNATIONAL FRANCHISE, LLC

On March 1, 2019, The Company purchased the entire equity interest of a major competitor, Airtime International Franchise, LLC ("Airtime") (a Michigan LLC). The purchase allowed for the owners Airtime rollover interests in The Company. The Company is converting the Airtime facilities to the Launch Trampoline Park. All transactions 2019 are included in the financial results of The Company.

NOTE 5 SUBSEQUENT EVENTS

Subsequent events have been evaluated through June 20, 2020, the date that the financial statements were available to be issued.

UNAUDITED FINANCIAL STATEMENTS
AS OF APRIL 30, 2021 2021

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

Launch Franchising
Balance Sheet Summary
April 2021

	Actual Jan-21	Actual Feb-21	Actual Mar-21	Actual Apr-21
Cash	$ 70,458	$ 83,759	$ 165,402	$ 254,508
Accounts Receivable, Net	608,295	566,157	635,209	661,666
Inventory	181,502	171,901	142,562	110,816
Prepaid Expenses and Other Current Assets	120,602	159,671	111,723	66,346
Total Current Assets	**$ 980,856**	**$ 981,489**	**$ 1,054,895**	**$ 1,093,336**
Fixed Assets, Net	$ 19,018	$ 18,845	$ 18,264	$ 17,684
Other Assets	1,367,921	1,367,921	1,367,921	1,367,921
Total Assets	**$ 2,367,795**	**$ 2,368,255**	**$ 2,441,081**	**$ 2,478,942**
Accounts Payable	$ 57,207	$ 44,806	$ (4,218)	$ (1,571)
Deferred Revenue	272,000	272,000	184,667	170,945
Accrued Expenses	37,632	43,915	77,595	51,135
Gift Cards Payable	40,551	40,551	40,551	5,000
Brand Development Fund	61,834	67,900	68,748	87,339
Short-Term Debt	185,500	185,500	185,500	185,500
Total Current Liabilities	**$ 654,724**	**$ 654,672**	**$ 552,843**	**$ 498,348**
Long-Term Debt	$ 835,942	$ 835,942	$ 844,026	$ 844,026
Deferred Revenue	190,222	190,222	143,667	123,778
Total Liabilities	**$ 1,680,888**	**$ 1,680,836**	**$ 1,540,536**	**$ 1,466,152**
Members' Equity	$ 686,907	$ 687,418	$ 900,545	$ 1,012,790
Total Liabilities And Equity	**$ 2,367,795**	**$ 2,368,255**	**$ 2,441,081**	**$ 2,478,942**

Launch Franchising
Cash Flow Summary
April 2021

	Actual Jan-21	Actual Feb-21	Actual Mar-21	Actual Apr-21
Cash Flows from Operating Activities				
Net Income	$ 3,406	$ (15,058)	$ 160,377	$ 82,571
Depreciation and Amortization	705	173	580	580
Net Change in Operating Assets / Liabilities				
Accounts Receivable	$ (16,293)	$ 42,138	$ (69,052)	$ (26,457)
Inventory	(47,378)	9,600	29,340	31,745
Prepaid Expenses and Other Current Assets	2,553	(39,070)	47,949	45,376
Other Assets	-	-	-	-
Accounts Payable	(1,844)	(12,402)	(49,023)	2,647
Deferred Revenue	-	-	(133,889)	(33,611)
Accrued Expenses	1,119	6,284	33,679	(26,459)
Gift Cards Payable	-	-	-	(35,551)
Brand Development Fund	6,233	6,066	848	18,591
Cash Provided by Operating Activities	**$ (51,499)**	**$ (2,268)**	**$ 20,809**	**$ 59,432**
Cash Flows from Investing Activities				
Capital Expenditures	$ -	$ -	$ -	$ -
Sales of Property and Equipment	-	-	-	-
Cash Used in Investing Activities	**$ -**	**$ -**	**$ -**	**$ -**
Cash Flows from Financing Activities				
Debt Borrowings	$ -	$ -	$ 8,085	$ -
Debt Repayment	-	-	-	-
Equity Distributions	-	-	-	-
Equity Investments	11,212	50,517	52,750	29,672
Changes in Retained Earnings Mid-Year		(34,948)	0	1
Cash Provided by Financing Activities	**$ 11,212**	**$ 15,569**	**$ 60,834**	**$ 29,674**
Cash - Beginning of Period	$ 110,745	$ 70,458	$ 83,759	$ 165,402
Net Change in Cash	(40,287)	13,301	81,643	89,106
Cash - End of Period	**$ 70,458**	**$ 83,759**	**$ 165,402**	**$ 254,508**

Launch Franchising
Franchising Income Statement
April 2021

	Actual Jan-21	Actual Feb-21	Actual Mar-21	Actual Apr-21
Revenue				
Total Revenue	**$ 115,394**	**$ 141,117**	**$ 387,352**	**$ 318,739**
Total Cost of Sales	**$ 19,077**	**$ 52,837**	**$ 50,532**	**$ 53,266**
Gross Profit	**$ 96,317**	**$ 88,279**	**$ 336,821**	**$ 265,473**
Gross Margin %	*83.5%*	*62.6%*	*87.0%*	*83.3%*
Operating Expenses				
Payroll Expenses	$ 58,680	$ 74,845	$ 96,869	$ 124,742
Professional Fees	15,744	2,818	42,258	8,429
Office Expenses and Human Resources	7,122	6,973	13,300	10,494
Travel, Meals and Entertainment	1,093	1,542	(1,985)	5,252
Rent Expense	-	9,010	4,506	4,139
Commissions	-	-	8,362	5,168
Insurance	1,000	967	2,744	282
Advertising, Marketing and Promotion	4,428	2,661	6,072	20,043
Other Opex	-	-	-	35
Total Operating Expenses	**$ 88,067**	**$ 98,818**	**$ 172,125**	**$ 178,582**
% Revenue	*76.3%*	*70.0%*	*44.4%*	*56.0%*
Reported EBITDA	**$ 8,250**	**$ (10,538)**	**$ 164,695**	**$ 86,890**
% Margin	*7.1%*	*(7.5%)*	*42.5%*	*27.3%*
Other (Income) Expense				
Depreciation and Amortization	$ 705	$ 173	$ 580	$ 580
Income Taxes	-	-	-	(400)
Interest Expense, Net	4,139	4,346	3,739	4,139
Other (Income) Expense	-	-	-	-
Total Other (Income) Expense	$ 4,844	$ 4,519	$ 4,319	$ 4,319
Net Income (Loss)	**$ 3,406**	**$ (15,058)**	**$ 160,377**	**$ 82,571**

EXHIBIT G
TO THE DISCLOSURE DOCUMENT

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Launch Operations Manual 2020

Your complete guide to opening and operating your own Launch facility.

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EXHIBIT H
TO THE DISCLOSURE DOCUMENT

MULTI-STATE ADDENDUM TO THE FDD

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

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

Item 3, Additional Disclosure:

Neither we nor any person described in Item 2 of the 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.

Item 6, Additional Disclosure:

The highest interest rate allowed by law in California is 10% annually.

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California 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 that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

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

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

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal 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. §101 et seq.)

The franchise agreement requires binding arbitration. The arbitration will occur in Kent County, Rhode Island with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

The financial performance figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information.

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Franchisee Acknowledgement Statement:

The representations under this Franchise Acknowledgment/Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act.

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

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

Franchisee Acknowledgement Statement:

The representations under this Franchise Acknowledgment/Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of $30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure), 180 days notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

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

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

Cover Page, Additional Disclosure.

> INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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.

Item 3, Additional Disclosure. The last sentence in Item 3 is deleted and replaced with the following:

> Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.
>
> Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.
>
> Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 4, Additional Disclosure. Item 4 is deleted and replaced with the following:

Neither we nor any of our predecessors, affiliates, or officers, during the 10-year period immediately before the date of the 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.

Item 17, Additional Disclosures.

The following is added to the Summary sections of Item 17(c) and 17(m): 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 Section 687.4 and 687.5 be satisfied.

The Summary section of Item 17(d) is deleted and replaced with the following language: You may terminate the agreement on any grounds available by law.

The following is added to the Summary section of Item 17(j): No assignment will be made except to an assignee who in good faith and judgment of the franchisor is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

The following is added to the Summary sections of Items 17(v) and 17(w): The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

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

The Franchise Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.

The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement state that franchisee must consent to the jurisdiction of courts outside that State of North Dakota. That requirement may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement may require franchisees to consent to termination or liquidated damages. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure. The following statement is added to Item 17:

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

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

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

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010 – 19.100.940 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure:

The state of Washington has a statute, RCW 19.100.180 which 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.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

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.

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

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

EXHIBIT I
TO THE DISCLOSURE DOCUMENT

GENERAL RELEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20___ by and between Launch Franchising, LLC, a Delaware limited liability company whose principal office is at 920 Bald Hill Road Warwick, Rhode Island 02886 (the "Franchisor"), and _____, a _____ with an address at _____ (hereinafter referred to as "Releasor"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor**:

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Rhode Island law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Rhode Island.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness: RELEASOR:

_____ _____

(Name)

Witness: LAUNCH FRANCHISING, LLC:

_____ By:_____

Name:_____

Title:_____

EXHIBIT J
TO THE DISCLOSURE DOCUMENT

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

As you know, Launch Franchising, LLC (the **"Franchisor"**) and you are preparing to enter into a Franchise Agreement for the establishment and operation of a Launch Trampoline Park. The purpose of this Franchisee Acknowledgment Statement is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. The following dates and information are true and correct:

a.	_____, 20__ Initials _____	The date of Franchisee's first face-to-face meeting with any person to discuss the possible purchase of a franchise for a Launch Trampoline Park.
b.	_____, 20__ Initials _____	The date on which Franchisee received the Franchisor's Franchise Disclosure Document ("**FDD**").
c.	_____, 20__ Initials _____	The date when Franchisee received a fully completed copy (other than signatures) of the Franchise Agreement and Addenda (if any) and all other documents Franchisee later signed.
d.	_____, 20__ Initials _____	The date on which Franchisee signed the Franchise Agreement.

2. Franchisee and its Owners have received and personally reviewed the Franchise Agreement and each addendum and related agreement attached to them.

   Yes _____ No _____

3. Franchisee and its Owners understand all of the information contained in the Franchise Agreement and each addendum and related agreement provided to them.

   Yes _____ No _____

   If no, what parts of the Franchise Agreement, addendum, and/or related agreement do you not understand? (Attach additional pages, as needed.)

   _____

   _____

   _____

4. Franchisee acknowledges that it has received the Launch Franchising, LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

   Yes _____ No _____

5. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

   Yes _____ No _____

6. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

   Yes _____ No _____

7. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

   Yes _____ No _____

8. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

   Yes _____ No _____

9. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

   Yes _____ No _____

10. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

    Yes _____ No _____

11. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

    Yes _____ No _____

    If No, do you wish to have more time to do so?

    Yes _____ No _____

12. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

    Yes _____ No _____

13. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

    Yes _____ No _____

14. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

    Yes _____ No _____

15. Franchisee and Owners understand that the Franchise Agreement contains the entire agreement between Franchisee and Franchisor concerning the franchise and development rights for the Launch Trampoline Park, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding?

    Yes _____ No _____

16. If you have answered "No" to any of questions 5-12, please provide a full explanation of each "no" answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered "yes" to each of questions 5-12, then please leave the following lines blank.

_____
_____
_____
_____
_____
_____
_____
_____

17. During my negotiations and evaluations leading up to my decision to buy a California Tortilla franchise, I communicated with the following individuals from California Tortilla or its affiliates, or independent brokers:

	Name	Address
1.	_____	
2.	_____	
3.	_____	
4.	_____	

18. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE LAUNCH FRANCHISING, LLC ITS AFFILIATES, AND ANY PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF.

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

[*signature page to follow*]

FRANCHISEE:

By:_____
Name:_____
Title:_____
Date:_____

EXHIBIT K
TO THE DISCLOSURE DOCUMENT

SITE SELECTION AGREEMENT

LAUNCH FRANCHISING, LLC

SITE SELECTION AGREEMENT

SITE SELECTOR

EFFECTIVE DATE OF AGREEMENT

LAUNCH FRANCHISING, LLC
SITE SELECTION AGREEMENT

THIS SITE SELECTION AGREEMENT (the "Agreement") is made and entered into on _____, 20___, (the "Effective Date") by and between LAUNCH FRANCHISING, LLC, a Delaware limited liability company. whose principal address is at 920 Bald Hill Road Warwick, Rhode Island 02886 ("Franchisor", "we", "us" or "our"), and _____, whose principal address is at _____ ("Site Selector", "you" or "your").

BACKGROUND

A. Franchisor franchises the right to own and the opportunity to operate a LAUNCH TRAMPOLINE PARK, which is an indoor sports and family entertainment facility featuring large interconnected trampolines that form a giant jumping surface, designated jump areas for kid's play and dodgeball, a foam pit, arcade area café, and other competitive attractions.You have applied for a franchise to operate a LAUNCH TRAMPOLINE PARK in the "Site Selection Area" as identified in Attachment A and Franchisor desires to grant you the preliminary right to potentially location a location for a Launch Trampoline Park based on the information contained in your franchise application.

B. Operating a LAUNCH TRAMPOLINE PARK requires leasing between 17,000 and 80,000 square feet of space, which the parties understand may not be available in the Site Selection Area, and Franchisor desires to provide certain assistance in connection with this search.

C. The parties are entering into this Agreement to govern their relationship during the real estate search, with the intention that, if and when an appropriate and desirable site is found, the parties will sign Franchisor's then-current form of franchise agreement for a LAUNCH TRAMPOLINE PARK (the "Franchise Agreement").

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE 1
SITE SELECTION RIGHTS

1.1 Term. The term of this Agreement begins on the Effective Date and expires one-hundred twenty (120) days after the Effective Date. At your request and at Franchisor's sole discretion, Franchisor may grant an extension of up to sixty (60) days after the expiration of the Term. The Term may be extended only by a written agreement signed by both parties. This Agreement will expire automatically upon execution of the Franchise Agreement by the parties. Expiration, nonrenewal, or termination of this agreement, for any reason, does not affect your obligations under Article 5 below.

1.2 No Franchise Rights. This Agreement is not a franchise and does not grant you any right whatsoever to use the "Launch Trampoline Park" trademarks or system, which rights can only be granted under a franchise agreement entered into by you and Franchisor. You shall not use, or sublicense to other to use, the "Launch Trampoline Park" trademarks or system, nor shall you make any representation or commitment on Franchisor's behalf. You shall not sign a lease, begin developing, or open and operate a Park unless and until you and Franchisor execute the then-current form of Franchise Agreement.

1.3 Territorial Protections. Franchisor hereby grants to you the right to locate a site for one (1) Launch Trampoline Park within the Site Selection Area. During the term of this Agreement, Franchisor will not directly or indirectly operate, nor grant a franchise for a third party to operate, one or more Launch Trampoline Parks within the Site Selection Area, except for that franchise Franchisor may grant to you.

1.4 Reservations of Rights. Except for the limited territorial rights granted above in Section 1.3 above, Franchisor, for itself and their affiliates, retain all rights with respect to Launch Trampoline Parks, the Marks and the sale of approved products and services the sale of similar or dissimilar products and services anywhere in the world, and any other activities Franchisor deems appropriate, including, but not limited to:

(a) the right to establish and operate, and to grant to others the right to establish and operate, any other businesses offering products and services that are different from the products or services offered at Launch Trampoline Parks through similar or dissimilar channels of distribution (including, but not limited to: (i) sales through direct marketing through the Internet, catalogs, or telemarketing; (ii) sales through retail stores that do not operate under the Marks; and (iii) sales made at wholesale), at any locations inside or outside the Site Selection Area under trademarks or service marks other than the Marks, through similar or dissimilar channels of distribution at any location and on any terms and conditions Franchisor deems appropriate;

(b) to operate and to grant others the right to operate Launch Trampoline Parks located outside the Site Selection Area under any terms and conditions Franchisor deems appropriate and regardless of proximity to your Site Selection Area;

(c) the right to acquire the assets or ownership interests of one or more businesses that operate, and/or has granted franchises, licenses, or similar rights to one or more third parties to operate, businesses similar to and/or competing with Launch Trampoline Parks under any name or marks, and/or the right to be acquired by a competing business, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Site Selection Area, *provided, however*, that if Franchisor acquires, or are acquired by, such a competitive business, Franchisor will not grant new franchises or licenses to establish new or additional competitive businesses under the Marks or the competitive business's marks, in your Site Selection Area, and Franchisor will not permit any existing businesses (including any existing competitive businesses as of the date of the acquisition or transaction) in your Site Selection Area to use the Marks and the System;

(d) the right to sell goods Franchisor authorizes under the Marks, to any person located inside or outside your Site Selection Area, through dissimilar channels of distribution, including but not limited to, through electronic means such as on or through websites Franchisor has already established, websites Franchisor may establish in the future, websites created by and/or hosted by third-parties, or other similar electronic outlets; and

(e) the right to create, place, and/or distribute any advertising and promotional materials related to the System, the Marks, Launch Trampoline Parks, and the services and products offered, and authorize others to do so, and those materials may appear in media, including but not limited to, the Internet or similar electronic media, or be received by prospective customers located anywhere, including within the Site Selection Area.

ARTICLE 2
FEES

2.1 Site Selection Fee. Upon execution of this Agreement, you shall pay to us a non-refundable Site Selection Fee in sum of Five Thousand Dollars ($5,000), which is fully earned upon payment.

ARTICLE 3
SITE SELECTION

3.1 Franchise Site Application. For each proposed site that you identify, you must submit to us a Franchise Site Application including such information about the site as Franchisor may reasonably request to perform its evaluation. This information may include, among other things, a description of the proposed site, demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price, rental obligations and other lease terms for the proposed site) and the size, appearance, other physical characteristics and a site plan of the premises.

3.2 Assistance. To assist you with identifying and evaluating proposed sites for your LAUNCH TRAMPOLINE PARK, Franchisor will make available to you the demographic reports from its then-current site evaluation software. There is no charge to you for the first site you propose, but Franchisor may charge you its then-current site evaluation fee for each additional proposed site, as published in the Manual from time to time. Franchisor will also make available to you site feasibility studies from its then-current architectural firm. There is no charge to you for the first site feasibility study, but Franchisor may charge you its then-current site feasibility fee for each additional proposed site, as published in the Manual from time to time.

3.3 Approval. Franchisor will approve or refuse to approve a proposed site within fourteen (14) days after the receipt of these documents and any additional information as Franchisor may reasonably require. Franchisor's failure to provide notification within this time period shall not be considered either approval or disapproval. To the extent that Franchisor provides onsite evaluations, you must reimburse Franchisor for any out of pocket costs that it incurs in connection with performing the evaluation, such as travel, lodging, and dining expenses for each individual performing the evaluation.

3.4. Your Acknowledgments.

(a) The parties acknowledge and agree that Franchisor's approval of your proposed site DOES NOT AND WILL NOT constitute, directly or implicitly, an assurance that your LAUNCH TRAMPOLINE PARK will achieve a certain sales volume or level of profitability; it means only that the proposed site meets Franchisor's minimum criteria. Franchisor assumes no liability or responsibility for: (1) evaluation of the site's soil for hazardous substances; (2) inspection of any structure for asbestos or other toxic or hazardous materials; (3) compliance with the Americans With Disabilities Act ("ADA"); or (4) compliance with any other applicable law. It is your sole responsibility to obtain satisfactory evidence and/or assurances that the site (and any structures thereon) is free from environmental contamination and is in compliance with the requirements of the ADA and other applicable laws.

(b) Franchisor's operational standards, specifications, policies, and procedures are communicated to LAUNCH TRAMPOLINE PARK franchisees through Franchisor's confidential operations manual and other written directives (collectively, "**Manual**"). You acknowledge you are not a franchisee and that Franchisor may share only certain portions of the Manual with you to aid you in this search for a suitable site. You also acknowledge that only after entering into a Franchise Agreement will you obtain the complete Manual and other confidential information.

(c) The parties acknowledge and agree that, after the Site Selection Agreement expires or is terminated, regardless of the reason (even if Franchisor and you sign a Franchise Agreement), Franchisor and its affiliates may engage, and allow others to engage, in any activities Franchisor desires

within and outside the Site Selection Area without any restrictions whatsoever, subject only to your rights under franchise agreements with Franchisor then in effect.

ARTICLE 4
LEASE

4.1 Execution of Franchise Agreement. You shall sign and deliver to us, the Franchise Agreement, and pay the initial franchise fee due thereunder, prior to signing your lease. Franchisor's review and approval of the lease will be consistent with the terms of the Franchise Agreement.

ARTICLE 5
CONFIDENTIALITY, NON-CIRCUMVENTION, AND NON-COMPETITION

5.1 Confidential Information. You and your owners (if you are a business entity) acknowledge that, during the site selection process, you will receive some of Franchisor proprietary, confidential, and trade secret information and business strategies, as well as market information concerning the availability of suitable real estate in the Site Selection Area, rental rates, and lease negotiation procedures and strategies (collectively, "**Confidential Information**").

5.2 Confidentiality and Use. You and your owners (if you are a business entity) agree to maintain the confidentiality of all Confidential Information, and to refrain from disclosing any Confidential Information to any third party. You and your owners (if you are a business entity) shall refrain from using any Confidential Information for any purpose other to search for suitable real estate for your LAUNCH TRAMPOLINE PARK franchised business. The parties acknowledge and agree that your disclosure of Confidential Information to aid a Competitive Business would constitute an unfair method of competition.

5.3 Non-Circumvention. For a period of three (3) years from the Effective Date of this Agreement, you and your owners (if you are a business entity) shall refrain from leasing or otherwise acquiring any real estate identified as a potentially suitable site for your LAUNCH TRAMPOLINE PARK. Specifically, but without limiting the generality of the foregoing, you and your owners shall refrain from acquiring, attempting to acquire, or assisting anyone else in acquiring, such real estate for purposes of operating a Competitive Business.

5.4 Covenant Not to Compete. As used in this Section 5.4, Competitive Business" means any trampoline park or similar entertainment facility, other than a LAUNCH TRAMPOLINE PARK business. Neither you nor any of your owners (if you are a business entity) may, directly or indirectly, for yourselves or through, on behalf of, or in conjunction with any person, or legal entity, at any time during the term of this Agreement, or at any time during the uninterrupted two-year period (which will be tolled during any period of noncompliance) after expiration or termination of this Agreement:

(a) Divert or attempt to divert any present or prospective customer of any LAUNCH TRAMPOLINE PARK business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is harmful, injurious, or prejudicial to the goodwill associated with Franchisor or the LAUNCH TRAMPOLINE PARK family of businesses; or

(b) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to or have any direct or indirect interest in (as owner or otherwise) or relationship or association with, any Competitive Business.

5.5. Geographic Scope of Restriction. During the Term of this Agreement, the restrictions contained in Section 5.4 shall apply to any location within the United States, its territories or commonwealths, and any other country, province, state, or geographic area in which Franchisor, Franchisor's affiliates, or Franchisor's franchisees have operated or licensed others to operate an indoor or outdoor trampoline park business or any related line of business; after expiration or termination of this Agreement, this restriction shall apply to any Competitive Business that is or is intended to be located within the Site Selection Area or within a twenty (20) mile radius of LAUNCH TRAMPOLINE PARK business then operating in existence or under development at the time.

5.6. Reformation. If all or any portion of any covenant contained in this Article 5 is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which Franchisor is a party, you and your owners (if you are a business entity) will be bound by any lesser covenant subsumed within the terms of such covenant which imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article 6. Notwithstanding the foregoing, Franchisor has the unilateral right, in its sole and absolute discretion, to reduce the scope of any covenant set forth in Section 5.4, or any portion thereof, which reduction will become effective immediately upon delivery of notice of the reduction.

ARTICLE 6
ASSIGNMENT

6.1 Assignment by Franchisor. Franchisor have the right to sell or assign, in whole or in part, this Agreement, Franchisor's interest in and obligations under this Agreement, any or all of the direct or indirect ownership interest in it, and any or all or substantially all of the assets, without prior notice to you and without your consent. You expressly and specifically waive any claims, demands or damages arising from or related to the loss of the Marks and/or the loss of association with or identification of "Launch Franchising, LLC" as Franchisor. Nothing contained in this Agreement shall require us to remain in the indoor recreation business or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its right to assign their rights in this Agreement.

6.2 Assignment by You. The rights granted under this Agreement are personal to you, and were granted in reliance on the information contained in your franchise application. Therefore, you may not assign this Agreement, your rights or interest in this Agreement, any ownership interest in you, or all or substantially all of your assets without the prior written consent of Franchisor, which may be granted or withheld in Franchisor's sole discretion.

ARTICLE 7
GENERAL PROVISIONS

7.1 Notices. Any notices contemplated or required under this Agreement shall be deemed effectively given when personally delivered or when received through certified mail posted to the addresses first listed above, unless other addresses have been designated by written notice in the manner prescribed by this Section 8.1.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Rhode Island without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Rhode Island. The exclusive venue for disputes arising out of this Agreement shall be the state or federal, as applicable, district courts situated in Rhode Island.

7.3 Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

7.4 Enforcement. The prevailing party (being defined as a party that is awarded actual relief in the form of damages, declaratory relief, or injunctive relief, as well as a party that successfully defends a legal action commenced against it) in any litigation will be entitled to recover from the non-prevailing party its all of its costs and expenses, including attorneys' fees.

7.5 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall continue to remain valid and enforceable as though the invalid or unenforceable provision had not been included. If any provision is held invalid or unenforceable, then a suitable and equitable provision shall be substituted for the invalid provision so as to carry out so far as possible the intent and purpose of the invalid or unenforceable provision. If any provision of this Agreement is susceptible to more than one construction, only one of which would render the provision valid and enforceable, then the provision shall be given the meaning that renders it valid and enforceable.

7.6 Third party Beneficiaries. There are no intended third parties of this Agreement.

7.7 Entire Agreement. This Agreement and the attachment hereto constitute the entire, fully integrated agreement between the parties with regard to the subject matter of this Agreement. The only way this Agreement can be changed is in writing signed by both the parties.

IN WITNESS WHEREOF, the undersigned have duly executed this Site Selection Agreement as of the Effective Date.

SITE SELECTOR:	**FRANCHISOR:** **LAUNCH FRANCHISING, LLC**
By:_____	By:_____
Name: _____	Name: Robert Arnold
Title:_____	Title: C.E.O.

LAUNCH FRANCHISING, LLC
SITE SELECTION AGREEMENT

ATTACHMENT A

Description of Site Selection Area

The Site Location Area is: _____.

The Site Location Area may be defined as a Metro Statistical Area, City, Suburb or Specific Intersection you desire to open a facility in. Franchisor maintains the right to prohibit you from searching for sites in areas that violate another franchisee's territory, multi-unit operator's development territory or site selection area.

EXHIBIT L
TO THE DISCLOSURE DOCUMENT

MANAGEMENT AGREEMENT

LAUNCH PARK MANAGEMENT SERVICES, LLC

MANAGEMENT AGREEMENT

_____

FRANCHISEE

_____

EFFECTIVE DATE OF AGREEMENT

LAUNCH TRAMPOLINE PARK®
MANAGEMENT AGREEMENT

THIS LAUNCH TRAMPOLINE PARK MANAGEMENT AGREEMENT ("**Agreement**") is entered into and effective as of _____, 20___ (the "**Effective Date**") by and between Launch Park Management Services, LLC, a Delaware limited liability company ("**Manager**", "**us**", "**we**" or "**our**"), and _____, whose principal address is at _____ ("**Franchisee**", "**you**" or "**your**") (collectively, the "**Parties**" and individually, a "**Party**").

Recitals

A. Manager's affiliate, Launch Franchising, LLC ("**Franchisor**"), has developed and continues to develop methods of operating an indoor sports and family entertainment facility that features large interconnected trampolines that form a giant jumping surface, designated jump areas for kid's play and dodgeball, a foam pit, air bags, and other competitive attractions, such as climbing features, competition games, virtual reality, a ropes course, bowling lanes, XP Arena, laser tag, arcade, children's soft-play arena, zipline, ninja course, go-carts, bar, restaurant, and/or a café.

B. Launch Trampoline Parks are established and operated under a comprehensive and unique proprietary system ("**System**"), which consists of distinctive signage, interior and exterior design, décor and color scheme; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; inventory, management and financial control procedures; training and assistance; and advertising and promotional programs, all of which Franchisor may modify from time to time.

C. Franchisee and Franchisor are parties to that certain Launch Trampoline Park® franchise agreement dated on or about the Effective Date, for the right to develop and operate a Launch Trampoline Park® location pursuant to the terms and conditions under that agreement (the "**Franchise Agreement**"). Under the Franchise Agreement, Franchisor granted to Franchisee the right to own and operate a Launch Trampoline Parks using the System and the Marks.

D. Manager is knowledgeable and experienced in managing and promoting trampoline and adventure parks.

E. Franchisee desires to engage Manager to manage the trampoline park, owned by Franchisee and located at _____ (the "**Park**").

Terms

The Parties therefore agree as follows:

1. GENERAL MANAGEMENT AND OPERATIONS.

1.1. General Management Services.

Franchisee engages Manager, and Manager accepts such engagement to (i) provide all pre-opening services described in Exhibit B to this Agreement, (ii) open the Park on or before _____, 20__ ("**Opening Date**"), and (iii) provide all ongoing services described in Exhibit C to this Agreement.

1.2. Authority and Duty of Manager.

Subject to the requirements and limitations set forth in this Agreement, during the term of this Agreement, Franchisee hereby grants Manager the exclusive authority to, and Manager shall conduct the activities described in Exhibit B and Exhibit C to this Agreement. Manager will act in compliance with the terms of the Franchise Agreement, and will not act in

1.3. Park Personnel.

Manager shall, at Franchisee's expense, hire the Park Personnel as employees of Franchisee. Manager may direct the Park Personnel to perform (subject to Manager's supervision) any of Manager's duties under this Agreement. Franchisee must approve all employee compensation packages (including benefits) where the total annual compensation in an employee's package is equal to or greater than $75,000. Subsequent increases are subject to approval of Franchisee. Manager shall not offer any equity interests in the Park or Franchisee as part of any compensation package offered to any of Franchisee's employee.

Franchisee acknowledges and agrees that Franchisee shall be exclusively responsible for the terms of employment and compensation with all employees of the Park. In no event will any of Franchisee's employees be deemed to be employees of the Manager.

1.4. Limitations on Manager's Authority.

Notwithstanding the terms of this Agreement, Manager shall not take the following actions without the Franchisee's prior written consent:

1.4.1. Claims/Litigation. Initiate or settle any liability claim, insurance claim, or litigation related to the Park, except that Manager may initiate or settle such claim or litigation if (i) the claim or litigation does not involve a payment by or to the Park or Franchisee of an amount equal to or greater than $50,000, or (ii) the claim or litigation is subject to insurance coverage with a deductible equal to or greater than $50,000.

1.4.2. Rental Agreement. Enter into any rental, lease or other tenancy agreement of the Park's location (excluding, specifically, the renting of the Park's rooms or public spaces to guests in the ordinary course of the Park's Operation).

1.4.3. Borrowing/Encumbrance. The granting of any security interest, or any borrowing or other encumbrance of Franchisee's assets, other than incurred or created in the generation of trade payables in the ordinary course of Park operations.

1.5. Cooperation.

The Executive Personnel of the Park will manage and operate the Park on a day-to-day basis, subject to the supervision of Manager. Franchisee shall not interfere with Manager's or the Park Personnel's exercise of their duties under or in connection with this Agreement or the Park.

1.6. Public Statements.

The Parties shall coordinate with one another on all public statements, whether written or oral and no matter how disseminated, regarding their contractual relationship, as set forth in this Agreement, or the performance by either of them of their respective obligations under this Agreement.

1.7. No Restriction on Manager's Activities.

Neither Manager nor any of its Affiliates is restricted from owning, operating, licensing, franchising, managing, advising, or otherwise associating in any way with any other Park, entertainment business, food and beverage business, or other business of any kind, whether or not such Park or business may be considered in competition with the Park and whether or not such Park or business is located within the immediate vicinity of the Park, and Manager and its Affiliates are expressly permitted to engage in any or all of such activities.

1.8. Centralized Services.

Manager will offer to the Park certain centralized and similar services ("**Centralized Services**"). Franchisee shall participate in the Centralized Service offered by Manager to Franchisee. Manager will provide such Centralized Service to Franchisee upon Franchisee's completion of all requirements for participation, and Franchisee shall pay all Centralized Services charges for, and comply with all terms of, such Centralized Services. Manager may provide or deliver any Centralized Service directly or by or through an Affiliate or a third party designated by Manager. Manager may, as Manager deems advisable from time to time, modify or discontinue the Centralized Services provided to Franchisee, each such change to be implemented upon no less than sixty (60) days' notice to Franchisee.

1.9. Insurance.

It is the responsibility of the Franchisee to obtain at all times during the term hereof the following insurance protecting Franchisee, and name Manager as an additional insured: (a) public liability insurance; (b) such workmen's compensation, employers liability or similar insurance as may be required by law; (c) fire and extended coverage insurance (providing coverage which shall include loss by fire, lightning, wind storm, hail, explosion, vandalism, theft, malicious mischief and such other causalities and hazards as are customarily covered by such policies) and shall contain the standard replacement cost endorsement; (d) employment practices liability insurance to provide protection against claims made by employees, former employees, or potential employees for allegations of discrimination, wrongful termination, sexual harassment and other employment-related allegations; and (e) any other insurance policies required under the Franchise Agreement.

2. TERM AND TERMINATION

2.1. Term of Agreement.

The term of this Agreement begins on the Effective Date and will continue for ten (10) years (the "**Term**") unless sooner terminated as provided herein.

2.2. Termination for Cause.

2.2.1. Default by Franchisee. If at any time during the Term any of the events set forth in this Section 2.2.1 ("**Franchisee Default**") occurs and continues beyond the applicable grace period, then Manager may, at its option, terminate this Agreement by giving notice to Franchisee. Each of the following is a Franchisee Default:

(a) Franchisee defaults in the performance of any obligation under this Agreement pertaining to the timely reimbursement or payment of money, and the default is not cured within ten (10) days following notice thereof from Manager;

(b) Franchisee (i) files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution

or similar relief for itself under present or future federal, state or other law or regulation relating to bankruptcy, insolvency, or other relief for debtors, including Title 11 of the United States Bankruptcy Code; (ii) seeks or consents to, acquiesces in, or allows the appointment of any custodian, trustee, receiver, conservator or liquidator of Franchisee or of all or any substantial part of the Park or of the rents, issues, profits, revenues or royalties thereof; (iii) makes any general assignment for the benefit of creditors; (iv) fails generally to pay its debts as such debts become due; or (v) gives notice to any governmental body of insolvency or pending insolvency or suspension of operations;

(c) A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Franchisee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, including an order for relief under Title 11 of the United States Bankruptcy Code, which order, judgment or decree remains in effect (not stayed or vacated) for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof or a final judgment against Franchisee that remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction) or a levy is issued or attachment is made upon the Site, Building or upon any property used in the Project and such levy or attachment is not discharged or the property is not redeemed within thirty (30) days of such levy or attachment;

(d) Franchisee breaches any material term of this Agreement not otherwise addressed in this Section 2.2.1 and such breach is not cured within thirty (30) days following notice thereof from Manager; except that Manager may terminate for a Franchisee Default if curing the breach or default is not possible within the thirty (30) day period and Franchisee commences to cure the breach or default within the cure period and thereafter proceeds diligently and in good faith to complete the cure within one hundred twenty (120) days after notice.

2.2.2. Default by Manager. If at any time during the Term any of the events set forth in this Section 2.2.2 ("**Manager Default**") occurs and continues beyond the applicable grace period, then Franchisee may, at its option, terminate this Agreement by giving notice to Manager. Each of the following is a Manager Default:

(a) Manager breaches any material term of this Agreement and such breach is not cured within thirty (30) days following notice thereof from Franchisee; except that a Manager Default does not exist if curing the breach or default is not possible within the thirty (30) day period and Manager commences to cure the breach or default within the cure period and thereafter proceeds diligently and in good faith to complete the cure within one hundred twenty (120) days after notice.

2.3. Franchisee's Buyout Provision.

2.3.1. Franchisee has the right to terminate this Agreement, without cause, if all of the following conditions are satisfied:

(a) Franchisee gives Manager at least ninety (90) days' advance written notice of such termination; and

(b) Such notice of termination is given on or after the third (3nd) anniversary of the Opening Date or any Extension Term.

2.3.2. If Franchisee terminates this Agreement, then Manager shall receive as damages a sum not less than of ten thousand dollars ($10,000) per calendar month from the date this Agreement will terminate through the end of the Term.

2.4. Cross Default.

Any default or breach by Franchisee (or Franchisee's Affiliates) of the Franchise Agreement or any other agreement between Manager (or Manager's Affiliates, including Franchisor) and Franchisee (or Franchisee's Affiliates) will be considered a default under this Agreement, and any default or breach of this Agreement by Franchisee will be considered a default or breach under any and all other agreements between Manager (or Manager's Affiliates, including Franchisor) and Franchisee (or Franchisee's Affiliates). If the Franchise Agreement and/or any other agreement between Manager (or Manager's Affiliates, including Franchisor) and Franchisee (or Franchisee's Affiliates) is terminated, Manager may immediately terminate this Agreement upon written notice to Franchisee. If this Agreement is terminated by Manager or Franchisee, then Manager may terminate the Franchise Agreement and/or any other agreement between Manager (or Manager's Affiliates, including Franchisor) and Franchisee (or Franchisee's Affiliates) immediately upon written notice to Franchisee (unless such longer time period is required under applicable law).

2.5. Actions to be Taken on Termination.

Upon the expiration or termination of this Agreement, the Parties shall take the following actions:

2.5.1. Payment of Fees Due to Manager. Franchisee shall pay to Manager all fees, expenses, (including Reimbursable Expenses), and other amounts owed to Manager. Until such date as Manager is required to surrender the premises under Section 2.5.2, Manager may pay itself such amounts that are then due to Manager out of any available funds in the Operating Accounts. To the extent that any amounts owed Manager are not fully ascertainable as of the date this Agreement expires or, if applicable, the date this Agreement is effectively terminated, then Franchisee shall pay such amounts as soon as such amounts are ascertained with reasonable certainty, but in no event later than ten (10) days after the date the expiration or termination, as applicable, is effective.

2.5.2. Surrender of Premises. Manager will vacate and surrender the Park to Franchisee on the effective date of such expiration or termination, and the Parties shall execute and deliver any expiration or termination or other necessary agreements either Party reasonably requests for the purpose of evidencing the expiration or termination of this Agreement.

2.5.3. Transition of Employees and Books & Records. Manager shall have reasonable access to the Park books and records necessary to provide the final accounting, and Franchisee shall cooperate with reasonable requests of Manager for copies of books and records. Manager shall not be responsible for the preparation of financial statements for the month and the year in which the Termination Date occurs, but shall cooperate with Franchisee's requests for information needed in connection with preparation of such financial statements.

2.5.4. Indemnity Obligations. Franchisee and Manager shall continue to be responsible for their respective defense and indemnification obligations under this Agreement following expiration or earlier termination of this Agreement.

This Section 2.5 survives the expiration or termination of this Agreement.

3. FEES AND EXPENSES

3.1. Pre-Opening Fee.

Franchisee shall pay Manager a Pre-Opening Fee of eight thousand five hundred dollars ($8,500) per calendar month (the "**Pre-Opening Fee**") beginning the date this Agreement is signed and ceasing the calendar month the Park commences operations, but such Pre-Opening Fee shall not exceed four (4) full calendar months. Payment of the Pre-Opening Fee is due upon the first day of the month. The first payment shall made on execution of this Agreement and shall be prorated. The Pre-Opening Fee is paid to us for conducting the Pre-Opening Services described in Exhibit B.

3.2. Base Management Fee.

During the Term, Franchisee shall pay Manager, in consideration for the services Manager provides to Franchisee, a continuing weekly fee equal to two percent (2%) of Gross Sales ("**Base Management Fee**"). Such Base Management Fee shall be due and payable each week based on the Gross Sales for the previous week ending Sunday so that it is received by us by electronic funds transfer on or before Wednesday of each week, provided that such day is a business day. If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day. The Base Management Fee is paid to us for conducting the services described in Exhibit C.

3.3. Performance Fee.

In addition to the Base Management Fee, during the Term, Franchisee shall pay Manager, in consideration for meeting incentive goals, the incentive fee depicted on Attachment A of this Agreement ("**Performance Fee"**) based on the financial performance of the Park each calendar year. Adjusted EBITDA excludes any Base Fees paid to Manager in the Operating Year. In any Operating Year that is a partial calendar year, then the Performance Fee shall be based on the Adjusted EBITDA for the number of months in such Operating Year and shall be adjusted pro-rata. The Performance Fee shall be paid within thirty (30) calendar days of the January 1 of each calendar year. Upon expiration or termination of this Agreement, Franchisee must pay us the pro-rata amount of the Performance Fee within thirty (30) days of the date of expiration or termination of this Agreement.

3.4. Reimbursement of Expenses.

Franchisee must pay all Reimbursable Expenses to Manager. To the extent expenses incurred hereunder are not paid directly by Franchisee, Manager shall, on a monthly basis, prepare and submit expense reports to Franchisee of the Reimbursable Expenses, and Franchisee shall pay such amounts to Manager within ten (10) calendar days.

3.5. Centralized Accounting Services Charge.

Centralized Accounting Service Charge of five hundred dollars ($500), shall be paid within thirty (30) days after the end of each calendar month from the Operating Account in which Franchisee elects to participate. The scope of the services to be provided for centralized accounting services are included in Exhibit D to this Agreement.

3.6. Interest.

All fees and amounts due and owing to us or our affiliates under this Agreement shall bear interest after the due date at a rate equal to one and one-half percent (1.5%) per month or the maximum interest rate permitted by law, whichever is less. Interest shall accrue from the original due date

until payment in full is received by us. Franchisee acknowledges that this Section shall not constitute our agreement to accept such payments after same are due or a commitment by us to extend credit to or otherwise finance the management of Franchisee's Launch Trampoline Park.

4. OPERATING PLAN AND BUDGET; CAPITAL EXPENDITURES.

4.1. Preparation and Contents of Operating Plan and Budget.

After Franchisee has entered into the Franchise Agreement, Manager will assist Franchisee in financial planning by preparing and submitting to Franchisee, for Franchisee's review and written approval, an initial draft of a proposed operating plan and budget ("**Operating Plan and Budget**") for the ensuing Operating Year. Manager shall submit the proposed Operating Plan and Budget for the first Operating Year thirty (30) days prior to the Opening Date. For each Operating Year thereafter, Manager shall submit the proposed Operating Plan and Budget by November 15 before the applicable Operating Year. Manager shall include in the proposed Operating Plan and Budget:

4.1.1. Forecasts for the Operating Year of Gross Sales, Gross Operating Profit, and the Park's Operating Expenses;

4.1.2. A general description of the Park's target markets, the Park's relative position in those markets, the proposed room rate structures for each market segment, the current and future marketing and sales plans for the Park for the Operating Year containing a reasonably detailed budget itemization of the proposed expenditures by category, the advertising and public relations plan for the Park, and the proposed staffing for the sales and marketing activities of the Park; and

4.1.3. A Capital Expenditures budget estimating the amounts and timing of Capital Expenditures to be made for major building improvements, renovation, repairs and replacements for the Operating Year.

4.2. Agreement Upon Operating Plan and Budget.

Franchisee and Manager shall exercise good faith and exert commercially reasonable efforts to reach agreement on the applicable Operating Plan and Budget prior to the Opening Date with respect to the first Operating Year and, for each subsequent Operating Year, by December 15 of the year preceding such Operating Year. Franchisee shall have the right to object or request changes to any aspects of the Operating Plan and Budget. If the Franchisee does not give written approval of the Operating Plan and Budget, then, until the form of the Operating Plan and Budget is approved by Franchisee, Manager shall have the right to adhere to such portions of the Operating Plan and Budget as are undisputed and, with respect to items in dispute, shall adhere to the most recent Franchisee-approved Operating Plan and Budget, as adjusted for inflation. As to those items of the Operating Plan and Budget not approved by Franchisee, the Parties will use commercially reasonable efforts to agree to the Operating Plan and Budget within fifteen (15) days after receipt by Manager of notice from Franchisee that Franchisee does not approve the Operating Plan and Budget. If the Parties reach agreement in accordance with this Section 4.2, then the agreed plan and budget (or any part of it) will be the Operating Plan and Budget for the applicable Operating Year.

4.3. Deviations from Operating Plan and Budget.

Manager shall obtain Franchisee's prior written consent to any expenditure that deviates from the Operating Plan and Budget, except that Franchisee's consent is not required:

4.3.1. If the change in any line item in the applicable Operating Plan and Budget expense does not exceed the line item amount in the Operating Plan and Budget by fifteen percent (15%) of such line item amount;

4.3.2. If the aggregate actual expenses for any Operating Year does not exceed ten percent (10%) above the aggregate Operating Plan and Budget expenses for that Operating Year;

4.3.3. If actual Gross Sales for any period exceeds the Gross Sales budgeted in the Operating Plan and Budget for such period, and there is an increase in variable operating expenses (such as food, labor and supplies) reasonably related to such Gross Sales increase in a relationship which is not greater than the relationship between variable operating expenses and Gross Sales anticipated in the applicable Operating Plan and Budget.

4.4. Efforts to Achieve Projected Results; No Guaranty.

Manager shall exercise its commercially reasonable efforts to achieve the results projected in the applicable Operating Plan and Budget with respect to any Operating Year. Franchisee acknowledges, however, that the Operating Plan and Budget is a composition of estimates and, therefore, Manager cannot and does not guarantee that the Operating Plan and Budget will be achieved for any Operating Year.

4.5. Capital Improvements and Reserve.

4.5.1. Approval of Capital Improvements. Franchisee and Manager shall consider Capital Expenditures as part of the process for approval of the Operating Plan and Budget under Section 4.2. Notwithstanding the terms of Section 4.2, however, Franchisee shall not have the right to reject the inclusion of proposed Capital Expenditures in the Operating Plan and Budget or revisions to the Operating Plan and Budget, to the extent such Capital Expenditures are necessary (i) to keep the Park in a safe operating condition, (ii) to avoid damage to the Park or injury to persons, (iii) to comply with Legal Requirements, (iv) to comply with the Operating Standard, (v) comply with the terms and conditions of the Franchise Agreement, and (vi) comply with the brand standards established by Franchisor.

4.5.2. Establishment of the Reserve. Manager shall, from funds derived from the operation of the Park or funds contributed by Franchisee, establish the Reserve to apply toward the cost of additions to and substitutions, replacements and renewals of FF&E and other Capital Expenditures. All amounts in the Reserve are the property of Franchisee, and any interest on amounts in the Reserve remains a part of the Reserve.

4.5.3. Deposits into the Reserve. The amount to be deposited in the Reserve shall be a function of the annual budget process.

4.5.4. Expenditures. Manager shall endeavor to schedule any substitutions, replacements and renewals of FF&E and other Capital Expenditures to allow them to be adequately funded from the Reserve. Subject to Section 4.5.1, to the extent funds are available in the Reserve, the Operating Accounts, or are otherwise supplied by Franchisee, Manager is authorized to make from time to time such substitutions, replacements and renewals of FF&E and make Capital Improvements that (a) are required or advisable to comply with applicable life safety requirements, or comply with, and cure or prevent the violation of, any Legal Requirements, (b) are expressly provided for in the applicable Operating Plan and Budget, or (c) are approved in advance by Franchisee in writing. At the end of each Operating Year, any amounts remaining in the Reserve shall be carried forward to the next Operating Year.

4.6. Technical Advice.

Franchisee acknowledges that any review, advice, assistance, recommendation or direction provided by Manager with respect to the design, construction, reconstruction, equipping, furnishing, decoration, alteration, improvement, renovation or refurbishing of the Park or any component thereof during the term of this Agreement: (a) is intended solely to assist Franchisee in the development, construction, reconstruction, maintenance, repair and upgrading of the Park and Franchisee's compliance with its obligations under this Agreement during the term of this Agreement, (b) does not constitute any representation, warranty or guaranty of any kind whatsoever that (i) there are no errors in any plans and specifications, (ii) there are no defects in the design of construction of any part of the Park, any component thereof, or any installation of any building systems or FF&E therein, or (iii) such plans, specifications, construction, reconstruction and installation work will comply with Legal Requirements (including the American with Disabilities Act or similar laws or regulations governing public accommodations for individuals with disabilities).

5. BOOKS, RECORDS, FINANCIAL STATEMENTS, AND AUDITS.

5.1. Books and Records.

Manager shall keep full and adequate books of account to reflect the results of the Operation of the Park in compliance with the terms of the Franchise Agreement. Such books of account will be kept in all material respects in accordance with GAAP and as required under the Franchised Agreement. The books of account and all other records relating to, or reflecting the Operation of, the Park will be kept at or readily accessible from the Park and will be available to Franchisee and its representatives at all reasonable times for examination, inspection and copying. Upon any termination of this Agreement, all of such books and records (or copies thereof) will be turned over to Franchisee forthwith so as to ensure the orderly continuance of the Operation of the Park, but Franchisee shall, for a period of three (3) years thereafter, make the books and records through such date of termination available to Manager at all reasonable times for inspection, examination and copying.

5.2. No Obligation to Reconstruct; Opening Balance Sheet.

It is acknowledged that Manager has no knowledge and makes no representations respecting the accuracy of historical financial information concerning the Park prior to the Effective Date of this Agreement and that Manager is not responsible for reconstruction or correction of accounting records prior to such date. Franchisee shall furnish Manager with opening balance sheet entries within sixty (60) days after the Effective Date, and notwithstanding any provision in this Agreement to the contrary, Manager is not required to deliver to Franchisee any financial statements for the Park until at least thirty (30) days following receipt of such entries by Manager.

5.3. Reports.

Manager shall provide the Reports to Franchisee weekly, monthly, quarterly, or annually, as required under the Franchise Agreement or this Agreement. Manager shall cause the Reports to be certified by the Park's Controller and the Park's General Manager.

5.4. Annual Financial Statements.

Manager shall prepare and deliver to Franchisee all financial statements and records as required under the Franchise Agreement.

5.5. Park Guest Information.

Manager shall maintain as part of the books and records of the Park any guest profiles, contact information (e.g., addresses, phone numbers, social media accounts and email addresses), and other information obtained in the ordinary course of business from guests of the Park during such guests' use of the facilities associated with the Park (including prior use and spend histories at the Park) (the "**Park Guest Information**"). During the Term, Franchisee shall have access to the Park Guest Information, and may use the Park Guest Information in any reasonable manner, so long as such use will not (a) violate the terms of this Agreement, any Legal Requirements, or any of privacy policies of Manager or Franchisor, (b) interfere with, or be detrimental to, the use and exclusive Operation of the Park by Manager, or (c) interfere with, or be detrimental to, the financial performance of the Park. Franchisee and Manager jointly shall own all Park Guest Information subject to the Franchise Agreement.

6. BANK ACCOUNTS AND FUNDING OF THE PARK'S OPERATIONS; REMITTANCES

6.1. Operating Accounts.

Manager shall establish and maintain operating accounts ("**Operating Accounts**") at a bank or banks designated, with Franchisee's approval, by Manager for the disbursement of monies in connection with the Operation of the Park. All bank accounts with respect to the Park or this Agreement shall be held in the name of Franchisee.

6.2. Use of Operating Accounts.

Manager shall cause all funds advanced to the Park by Franchisee as working capital, and all funds derived from the Operation of the Park shall be deposited in the Operating Accounts. Franchisee may deposit such amounts directly into the Operating Accounts. So long as this Agreement shall not have terminated, Manager shall have sole control of the Operating Accounts and Manager is entitled to pay out of the Operating Accounts all Operating Expenses, all costs and expenditures which Manager is permitted or required to make pursuant to this Agreement, all fees, charges, reimbursements and other amounts due Manager under this Agreement, and all other amounts required to perform Manager's obligations under this Agreement. Checks or other documents of withdrawal drawn upon the Operating Accounts will be signed by representatives of Manager or Park Personnel designated by Manager. In addition to the Operating Accounts, Manager is entitled to maintain such funds as it deems necessary in-house banks or in petty cash funds at the Park. All such funds shall be the property of Franchisee, and all accounts holding such funds shall be in the name of Franchisee. Franchisee acknowledges that failure to use the funds in the Operating Accounts for the purposes set forth in this Section 6.2 could subject Manager to claims by third parties or to loss for failure to pay Manager's fee (including any amounts due to Manager upon termination of this Agreement). Accordingly, Franchisee grants to Manager a security interest in, and the irrevocable right to use or reasonably retain, such funds solely for the purposes of paying the expenses, costs, and fees payable or reasonably anticipated to be payable by the Park. Manager's rights under the preceding sentence survive any termination of this Agreement.

6.3. Adequate Funding.

Franchisee shall at all times maintain in the Operating Accounts a minimum balance in an amount to assure the uninterrupted Operation of the Park for three (3) months in accordance with the Operating Standard and the terms of this Agreement, including the payment of (a) all Operating Expenses incurred in connection with the Park pursuant to this Agreement or Manager's performance of its obligations under this Agreement, (b) all fees, charges and reimbursements payable to Manager under this Agreement, (c) debt payments and (d) all other amounts incurred on

Franchisee's behalf in accordance with the terms of this Agreement (collectively, the "**Minimum Balance**"). From time to time, upon ten (10) days prior written notice from Manager that such funds are required, Franchisee shall furnish to Manager funds in an amount equal to the difference between the Minimum Balance and the funds then on deposit in the Operating Accounts. If Franchisee fails to supply required working capital in accordance with the provisions of this Section 6.3 or if Manager otherwise deems such action to be necessary, then Manager may use all or part of the funds in the Reserve to supplement the Operating Accounts in order to defray or pay the Park's operating costs and expenses. Manager's obligations and duties under this Agreement are at all times subject to Franchisee's obligation to provide sufficient funds under this Section 6.3. Manager is not under any circumstances required to advance any of its own funds to pay for the Operating Expenses or any other financial requirements of the Park.

6.4. Order of Payment of Operating Expenses.

All payments by Manager, on behalf of Franchisee, of Operating Expenses and other Park expenses and liabilities incurred pursuant to this Agreement will be applied as designated by Manager, in the exercise of its commercially reasonable discretion. Franchisee acknowledges and agrees that (i) Franchisee may not designate an order for application of any fees different from that designated by Manager under the preceding sentence, and (ii) Manager may accept fees paid pursuant to different instructions from Franchisee without any obligation to follow such instructions, even if such payment is made by its terms conditional on such instructions being followed. This provision may be waived only by written agreement signed by Manager, which written agreement must be separate from the check or other document constituting payment. No restrictive endorsement on any check or in any communication accompanying or relating to any payment to Manager or its Affiliates is binding, and acceptance of such payment shall not constitute an accord and satisfaction.

6.5. Remittances.

At such times, and subject to the retention of reasonable operating reserves, as are mutually agreed upon by the Parties, but no less frequently than quarterly, Manager shall remit to Franchisee any funds in the Operating Accounts to the extent that such funds exceed the Minimum Balance.

7. ASSIGNMENT.

7.1. Assignment by Manager. Manager has the right to sell or assign, in whole or in part, this Agreement, its interest in and obligations under this Agreement, any or all of the direct or indirect ownership interest in it, and any or all or substantially all of the assets, without prior notice to Franchisee and without Franchisee's consent.

7.2. Assignment by Franchisee. Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee and Franchisee's Owners. Therefore, Franchisee shall not transfer this Agreement without Manager's prior written consent and in connection with an assignment of the Franchise Agreement that is approved in accordance with the terms of the Franchise Agreement.

8. ENFORCEMENT AND DISPUTE RESOLUTION.

8.1. Mediation and Arbitration.

8.1.1. Franchise and Manager acknowledges that during the Term, disputes may arise between the parties that may be resolvable through mediation. To facilitate such resolution, Franchise and Manager agree that each party shall submit the dispute between them for non-binding mediation at a mutually agreeable location before commencing an arbitration

proceeding under Section 8.1.3. If Franchise and Manager cannot agree on a location, the mediation will be conducted in Kent County, Rhode Island. The mediation will be conducted by one (1) mediator who is appointed under the American Arbitration Association's Commercial Mediation Rules and who shall conduct the mediation in accordance with such rules. Franchise and Manager agree that statements made in any such mediation proceeding will not be admissible in any arbitration or other legal proceeding. Each party shall bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate in the mediation.

8.1.2. If any dispute between the parties cannot be resolved through mediation within forty-five (45) days following the appointment of the mediator, the parties agree to submit such dispute to arbitration subject to the terms and conditions of Section 8.1.3.

8.1.3. Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation or mediation will be settled by binding arbitration in Rhode Island under the authority of Rhode Island Statutes. The arbitrator(s) will have a minimum of five (5) years of experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Rhode Island Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Rhode Island Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, Franchise and Manager shall fully perform our respective obligations under this Agreement.

8.1.4. If we desire to seek specific performance or other extraordinary relief including, but not limited to, injunctive relief under this Agreement, and any amendments thereto, or to collect monies due, then any such action shall not be subject to arbitration and we shall have the right to bring such action as described in Section 8.2.

8.1.5. In proceeding with arbitration and in making determinations hereunder, the arbitrators shall not extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by us in good faith. Notice of or request to or demand for arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement.

8.2. Injunctive Relief

8.2.1. Notwithstanding anything to the contrary contained in Section 8.1 above, Franchise and Manager each have the right, in a proper case, to seek injunctions, restraining orders and orders of specific performance from a court of competent jurisdiction, provided that we

agree to contemporaneously submit our dispute for arbitration on the merits as provided herein.

8.2.2. Franchisee agrees that Manager will not be required to post a bond to obtain any injunctive relief and that Franchisee's only remedy if an injunction is entered against it will be the dissolution of that injunction if warranted upon due hearing. All claims for damages by reason of the wrongful issuance of such injunction are hereby expressly waived. If we secure any such injunction or order of specific performance, Franchisee agree to pay to us an amount equal to the aggregate of our costs of obtaining such relief including, without limitation, reasonable legal fees, costs and expenses as provided in this Section and any damages incurred by us as a result of the breach of any such provision.

8.3. Attorney's Fees and Expenses.

If Manager is required to enforce this Agreement in a judicial or arbitration proceeding, Franchisee shall reimburse Manager for its costs and expenses, including, without limitation, reasonable accountants', attorneys', attorney assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Manager is required to engage legal counsel in connection with any failure by Franchisee to comply with this Agreement, Franchisee shall reimburse Manager for any of the above-listed costs and expenses incurred by us.

8.4. Waiver of Consequential and Punitive Damages; Limitation on Recourse.

FRANCHISEE AND MANAGER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, EXCEPT AS OTHERWISE PROVIDED HEREIN, EACH SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT. FRANCHISEE AND MANAGER HEREBY IRREVOCABLY WAIVE TRIAL BY JURY ON ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY OR ANY AFFILIATE OF ANY PARTY.

8.5. Limitations of Claims.

EXCEPT WITH REGARD TO CLAIMS ARISING FROM THE UNDERREPORTING OF GROSS SALES BY FRANCHISEE OR ITS OBLIGATIONS TO MAKE PAYMENTS TO MANAGER OR ITS AFFILIATES ARISING FROM OR RELATING TO THIS AGREEMENT, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF FRANCHISE AND MANAGER SHALL BE BARRED UNLESS AN ACTION OR PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH FRANCHISE AND MANAGER KNEW OR SHOULD HAVE KNOWN IN THE EXERCISE OF REASONABLE DILIGENCE OF THE FACTS GIVING RISE TO SUCH CLAIMS.

9. INDEMNIFICATION

9.1. Indemnification by Franchisee.

With respect to any event or occurrence within the Park or related in any way to the operation of the Park that is not the result of Manager's gross negligence or willful misconduct, Franchisee shall assume full responsibility therefore and hereby indemnifies and agrees to hold Manager harmless

from any and all claims, actions or causes of action asserted against Manager as a result of such events or occurrences. The parties acknowledge that Manager shall have no legal or other responsibility for such events or occurrences, and Franchisee assumes full responsibility and will indemnify and save Manager harmless from any and all costs and expenses (including reasonable attorneys' fees) that Manager may incur as a result of being brought into any legal dispute arising out of events or occurrences within the Park or related in any way to the operation of the Park that is not the result of Manager's gross negligence or willful misconduct. Franchisee is required to include Manager as an additional insured on all liability insurance policies but that requirement in no way limits Franchisee's liability to Manager.

9.2. Survival.

The obligations set forth in this Section 9 survive any termination or expiration of this Agreement.

10. MISCELLANEOUS.

10.1. Definitions.

Capitalized terms have the meanings given to this in this Agreement or as set forth in the Glossary attached as Exhibit D.

10.2. Consents and Approvals.

Unless otherwise expressly stated in this Agreement, neither Manager nor Franchisee shall unreasonably withhold, condition, or delay any consent or approval requested under this Agreement.

10.3. Limitations on Manager's Ability to Perform.

Notwithstanding any other provision in this Agreement to the contrary, Manager is excused from the performance of its obligations under this Agreement to the extent and whenever Manager is prevented from such compliance by (i) Force Majeure or (ii) any breach by Franchisee of any provision of this Agreement. The provisions of this Section 10.2 are in addition to, and not in substitution of, any other remedy which Manager may have under the terms of this Agreement or applicable law.

10.4. Governing Law.

This Agreement and the relationship between the parties hereto shall be governed by the internal laws of the State of Rhode Island without regard to its conflicts of law principles.
Franchisee agrees that it shall institute any action, and that Manager may institute any action against Franchisee, which is not required to be arbitrated hereunder in any state or federal court of general jurisdiction applicable to Kent County, Rhode Island or the state court of general jurisdiction or the Federal District Court nearest to our executive office at the time such action is filed. Franchisee irrevocably submits to the jurisdiction of such courts and waive any objection you/he/she may have to either the jurisdiction or venue of such courts.

10.5. Severability of Provisions.

If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

10.6. Modifications and Waiver.

This Agreement may be amended or modified only by written agreement signed by the Party against whom enforcement of amendment or modification is sought. No failure by either Party to insist on the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy consequent on the breach thereof, constitutes a waiver of any such breach or any subsequent breach of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Agreement and no breach thereof may be waived except in a writing signed by the Party against whom enforcement of such waiver is sought.

12.6. Notices.

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Operations Manual shall be in writing and shall be personally delivered, sent via a recognized overnight delivery service (e.g., UPS, FedEx, etc.), or sent by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses below (which shall not include only a P.O. Box) shown on the signature page of this Agreement, unless and until a different address has been designated by written notice to the other party.

To Manager: Launch Park Management Services, LLC
920 Bald Hill Road
Warwick, Rhode Island 02886
Attention: President

With a copy to: Lathrop GPM
Attention: Mark Kirsch, Esq
600 New Hampshire Avenue, NW
The Watergate - Suite 700
Washington, DC 20037

To Franchisee: _____
_____
_____
Attention: _____

12.7. No Conflicts.

Each Party represents that neither the Party's consummation of the transactions contemplated by this Agreement nor the fulfillment of the terms, conditions and provisions of this Agreement conflicts with or will result in the breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement or undertaking to which the Party is bound.

12.8. Not a Franchise.

Franchisee understands and agrees that nothing under this Agreement grants Franchisee any rights to use any trademarks. Manager and Franchisee understand and agree that this Agreement is not a franchise agreement, and that this Agreement is only a management services agreement whereby Franchisee engages Manager, and Manager agrees to be engaged, to assist in the development and operations of the Park.

12.9. No Representations as to Income or Financial Success of Park.

In entering into this Agreement, Manager and Franchisee acknowledge that neither Franchisee nor Manager has made any representation to the other regarding projected earnings, the possibility of future success or any other similar matter respecting the Park, and that Manager and Franchisee understand that no guarantee is made to the other as to any specific amount of income to be received by Manager or Franchisee or as to the future financial success of the Park.

12.10. Successors and Assigns.

This Agreement inures to the benefit of and is binding on the successors and assigns of the Parties.

12.11. Effect of Approval of Plans and Specifications.

Franchisee acknowledges and agrees that, if Manager at any time gives its approval of plans, specifications, budgets or financing, such approval does not imply or be deemed to constitute an opinion by Manager and does not impose upon Manager any responsibility for the design or construction of additions to or improvements of the Park, including structural integrity, compliance with laws (including the Americans with Disabilities Act), life/safety requirements, or adequacy of budgets or financing. The scope of Manager's review and approval of plans and specifications is limited solely to the exercise of Manager's contractual approval rights, if any, under this Agreement.

12.12. Patriot Act.

Each Party represents, warrants and covenants that neither it nor any of its Affiliates (or any of their respective principals, partners or funding sources) is, nor will become: (i) a person designated by the U.S. Department of Treasury's Office of Foreign Asset Control as a "specially designated national or blocked person" or similar status; (ii) a person described in Section 1 of U.S. Executive Order 13224 issued on September 23, 2001; (iii) a person otherwise identified by a government or legal authority as a person with whom an owner or manager of a Park is prohibited from transacting business; (iv) directly or indirectly owned or controlled by the government of any country that is subject to an embargo by the United States government; or (v) a person acting on behalf of a government of any country that is subject to an embargo by the United States government. Each Party shall notify the other in writing immediately upon the occurrence of any event which would render incorrect any of such Party's representations and warranties under the preceding sentence.

12.13. Interpretation.

The Table of Contents and captions to Sections of this Agreement are for convenience of reference only and in no way define, limit, describe, or affect the scope or intent of any part of this Agreement. Unless the context clearly indicates to the contrary, words singular or plural in number are deemed to include the other and pronouns having a neuter, masculine or feminine gender are deemed to include the others. "**Days**," "**months**" or "**years**" mean calendar days, months, or years, as the case may be, unless otherwise explicitly specified. The term "**person**" is deemed to include an individual, corporation, partnership, limited liability company, trust, unincorporated organization, and any other entity and any government and governmental agency or subdivision, as the context requires. The use of the words "**include**," "**includes**," and "**including**" followed by one or more examples is intended to be illustrative and does not limit the scope of the description or term for which the examples are provided. The word "**or**" is used in the inclusive sense of "and/or", unless the context clearly indicates, with words such as "either...or alternatively…", that the word is intended in the exclusive sense of "one or the other, but not both." The Parties acknowledge that they have been equally involved in the drafting of this Agreement. No provision of this Agreement

shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have drafted such provision.

12.14. Relationship of the Parties.

Manager acts as Franchisee's agent under and in accordance with the terms of this Agreement. Manager and Franchisee are not joint venturers, partners, or in any manner joint owners with respect to the Park, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or similar relationship between the Parties.

12.15. Representations and Warranties

12.15.1. Franchisee represents and warrants to Manager as follows to the extent applicable:

(a) Organization and Authority. Franchisee is duly organized, validly existing and in good standing under the laws of the state of its organization, is duly qualified to do business in the state of its organization, is duly qualified to do business in the state in which the Project is located and has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Agreement to be performed or observed by Franchisee. Franchisee's execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of Franchisee.

(b) Third-Party Approvals and Contracts. No approval of any third Person is required for Franchisee's execution and performance of this Agreement that has not been obtained prior to the Effective Date. Neither Franchisee nor any of its Affiliates is a party to any agreement for the management or operation of the Project or any portion thereof that would conflict with this Agreement.

(c) Litigation. To Franchisee's knowledge, there is no litigation, proceeding or governmental investigation pending or threatened against Franchisee or the Project that could adversely affect the validity of this Agreement or the ability of Franchisee to comply with its obligations under this Agreement.

(d) Financial Statements. The financial statements and other documents submitted by Franchisee to Manager prior to the Effective Date (i) are accurate and complete as of their respective dates and as of the Effective Date and (ii) do not omit the statement of any material fact necessary to make them not misleading.

(e) Ownership of Site. Franchisee is the sole owner of the Site.

(f) Compliance with Laws. To Franchisee's knowledge as of the Opening Date: (i) the Building and the Site are in compliance with all applicable laws; (ii) all approvals required for the operation of the Project in accordance with this Agreement have been issued and are in full force and effect; and (iii) no condition exists at the Building or the Site that, with notice or passage of time, would result in a violation of any applicable laws.

13.14.2 Manager represents and warrants to Franchisee to the extent applicable as follows:

(a) Organization and Authority. Manager is duly organized, validly existing and in good standing under the laws of the state of its organization, is duly qualified to do business in the state in which the Project is located (to the extent required by applicable law) and has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Agreement to be performed or observed by Manager. Manager's execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of Manager.

(c) Third-Party Approvals. No approval of any third Person is required for Manager's execution and performance of this Agreement that has not been obtained prior to the Effective Date.

12.16. Enforceability.

This Agreement is binding upon the Parties and their respective executors, administrators, heirs, assigns, and successors in interest and shall not be modified except by written agreement signed by both Manager and Franchisee. Franchisee represents and warrants that its execution of this Agreement will not constitute a breach of or default under any of the organizational or governing documents of Franchisee or the terms, conditions, or provisions of any applicable law to which Franchisee is subject or by which it or any substantial portion of its assets (including the Project) is bound or affected.

12.17. Confidentiality.

The Parties acknowledge and agree that the matters set forth in this Agreement are strictly confidential, and the Parties shall keep strictly confidential all information of a proprietary or confidential nature about or belonging to a Party to which the other Party gains or has access by virtue of the Parties' relationship. Except as disclosure may be required to obtain the advice of professionals or consultants, or financing for the Park from an institutional lender, or as may be required by law, each Party shall make every effort to ensure that such information is not disclosed to any other third person or entity without the prior written consent of the other Party.

12.18. Third Parties.

Nothing in this Agreement gives any person, other than the Parties and their permitted assignees, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any of its provisions.

12.19. Entire Agreement.

This Agreement, including the exhibits and any and all addenda attached to this Agreement, is the Parties' entire agreement respecting its subject matter. The exhibits attached hereto are incorporated into, and are a part of, this Agreement. This Agreement supersedes all prior agreements, written and oral, between the Parties regarding the subject matter of this Agreement. No term or condition in this Agreement is waived or modified unless a writing doing so is signed by the Party against whom enforcement of the waiver or modification is sought.

10.7. Counterparts/Signatures.

This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute one and the same agreement. If a Party delivers its signature by electronic means (including fax or email/pdf), then such signature and delivery are effective to bind the Party to this Agreement, and the Party shall, upon the other Party's request, promptly deliver to the other Party an executed, signed original of this Agreement.

The Parties have signed this Agreement as of the Effective Date.

MANAGER:	**FRANCHISEE:**
LAUNCH PARK MANAGEMENT SERVICES, LLC	_____
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

EXHIBIT A

KEY TERMS OF MANAGEMENT AGREEMENT

<table>
<tr><td>PARK NAME:</td><td></td></tr>
<tr><td>FRANCHISEE:</td><td></td></tr>
<tr><td>MANAGER:</td><td>Launch Park Management Services, LLC</td></tr>
<tr><td>EFFECTIVE DATE:</td><td></td></tr>
<tr><td>TERM:</td><td>10 years from the Effective Date</td></tr>
<tr><td>PRE-OPENING FEE:</td><td>$8,500 per calendar month beginning the month Franchisee signs this Agreement and ending the month the Park commences operations, but such Pre-Opening Fee shall not exceed four (4) full calendar months.</td></tr>
<tr><td>BASE FEE:</td><td>2% Gross Sales, paid weekly</td></tr>
<tr><td>PERFORMANCE FEE:</td><td>
<table>
<tr><th>EBITDA of Prior Calendar Year</th><th>Performance Fee (Percentage of EBITDA of Prior Calendar Year)</th></tr>
<tr><td>< $400,000</td><td>0.0%</td></tr>
<tr><td>$400,000 - $600,000</td><td>10.0%</td></tr>
<tr><td>$600,001 - $800,000</td><td>12.5%</td></tr>
<tr><td>$800,001 - $1,000,000</td><td>15.0%</td></tr>
<tr><td>$1,000,001 - $1,200,000</td><td>17.5%</td></tr>
<tr><td>$1,200,001 - $1,400,000</td><td>20.0%</td></tr>
<tr><td>≥ $1,400,000</td><td>20.0%</td></tr>
</table>
</td></tr>
</table>

EXHIBIT B

PRE-OPENING SERVICES

Beginning the Effective Date of the Management Agreement and ending the date the Park commences operations, Manager will perform, and is authorized to perform, the following "**Pre-Opening Activities**" in accordance with the Pre-Opening Budget and Plan:

1. Manager shall recruit, train and, in Franchisee's name, employ the staff required for the Park to operate. All persons hired by Manager for the Park shall be in the sole employ of Franchisee and all wages, salaries, other compensation paid or payable to or with respect to such employees and all fringe benefits and taxes payable to or with respect to Franchisee's employees, including payroll taxes, unemployment insurance, social security, workmen's compensation and disability benefits now or hereafter imposed by law, any other agreement or union agreements entered into by Franchisee, shall be paid by Franchisee.

2. Manager shall incorporate the Park into a reservation system required by Franchisor and approved by Franchisee that shall be maintained by the third-party provider, such maintenance to be monitored by Manager, and such reservation system shall be fully operational in time to meet all pre-booking goals set by Franchisee.

3. Manager shall incorporate those computer systems for the Park as required under the Franchise Agreement. Manager shall be responsible for managing the installation of such systems and training of all Park personnel on these systems, both to be conducted by consultants employed by Franchisee.

4. Manager shall be responsible for purchasing all supplies necessary for the Park to operate at the Operating Standard, including all initial inventories of Park operating supplies and food and beverage supplies, as required under the Franchise Agreement (the "**Operating Supplies**"). All Operating Supplies shall be paid for directly by Franchisee, or out of initial working capital provided by Franchisee.

5. Manager shall undertake management of pre-opening marketing to include sales, promotion, advertising, public relations, opening celebrations and other similar activities.

6. Manager shall, at Franchisee's expense, manage Franchisee's application for and procurement of initial licenses, permits and other Legal Requirements required for the operation of the Park as contemplated by this Agreement.

7. Rendering any other services incidental to the preparation and organization of the Park's operations which Manager deems reasonably required for the Park to be adequately staffed and capable of operating on the Opening Date and during the first operating year.

8. Otherwise develop the Park in conformance with the terms of the Franchise Agreement.

EXHIBIT C

AUTHORITY AND DUTY OF MANAGER

Manager shall have the duty and the exclusive authority, on Franchisee's behalf and as its agent, to:

1. Operate the Park in accordance with the terms of the Franchise Agreement;

2. Protect, preserve and maintain in good working order the assets that comprise the Park;

3. Control Operating Expenses and Capital Expenditures consistent with approved Operating Plans and Budgets;

4. Maximize the Net Operating Income.

5. Supervise the Operation of the Park;

6. Meet with Franchisee monthly to review operations and performance of the Park under the then applicable Operating Plan and Budget;

7. Supervise and direct all marketing, promotion and sales activities related to the Park, establish all pricing and discount policies, and negotiate, enter into, and administer, on behalf of Franchisee, contracts for the use of banquet and meeting facilities and guest rooms by groups and individuals;

8. Purchase, supervise and manage all inventory and supplies, including Operating Supplies, FF&E, and Fixed Asset Supplies, to Operate the Park in accordance with the Operating Standard;

9. Make all payments and collect all receivables related to the Operation of the Park;

10. Manage Capital Improvements in accordance with the applicable Operating Plan and Budget;

11. Arrange for all information systems in accordance with the Operating Standard;

12. Subject to the terms of the Agreement, recruit, employ, relocate, pay, supervise, and discharge all Park Personnel on behalf of Franchisee and determine all Park Personnel policies relating to the Park, including: (i) policies relating to terms and conditions of employment, selection, training, compensation, bonuses, employee benefits, discipline, discharge, and replacement; and (ii) policies relating to the exercise by any person or organization of rights under the National Labor Relations Act or any applicable labor laws in relation to the Park. Manager may engage, on Franchisee's behalf, and rely upon appropriate professionals to advise and conduct training in connection with such laws.

13. Maintain all books and records relating to the Park's Operations.

14. Negotiate, enter into, and administer service contracts for Park Operations, subject to the following limitations: (a) Manager shall obtain Franchisee's prior written approval before entering into any such contract if such contract (A) is with an Affiliate of Manager, (B) has a term longer than one (1) year and cannot be terminated by Franchisee without penalty on notice of thirty (30) days or less, or (C) has an annual payment obligation exceeding $25,000 and is not for consumables; and (b) Manager shall select vendors based upon its commercially reasonable judgment as to the best combination of cost and quality of goods and services available to the Park.

15. Reasonably cooperate with Franchisee and any actual or prospective purchaser, owner, mortgagee, or other lender in connection with any proposed sale, lease, or financing of, or relating to, the Park.

16. Institute, in its own name or in the name of Franchisee, any and all legal actions or proceedings to collect charges, rent, or other income derived from the Park's Operations or to oust or dispossess guests, tenants, or other persons in possession therefrom, or to cancel or terminate any lease,

license, or concession agreement for the breach thereof or default thereunder by the tenant, licensee, or concessionaire.

17. Engage such professionals as Manager deems reasonably appropriate for the Operation of the Park, including the engagement of: (i) property tax consultants or like professionals to assist in connection with property tax valuations of the Park or other Governmental Impositions and (ii) appropriate attorneys to pursue or defend against claims arising out of the Park's Operations;

18. Collect on behalf of Franchisee and remit to governmental authorities all applicable excise, sales, and use taxes or similar governmental charges collected by the Park directly from patrons or guests, or as part of the sales price of any goods, services, or displays, such as gross receipts, admission, or similar or equivalent taxes.

19. Apply for, obtain and maintain in the name of Franchisee all licenses and permits required in connection with the Operation of the Park and the facilities (including restaurant, bar and lounge facilities) located therein. To help Manager perform these functions, Franchisee shall execute and deliver any and all applications and other documents and otherwise cooperate with Manager in applying for, obtaining and maintaining such licenses and permits. Manager may engage on Franchisee's behalf appropriate professionals to obtain or process any such licenses or permits.

20. Pay, as an Operating Expense, all Governmental Impositions imposed upon the Park, upon the Operations conducted at the Park, or upon any of Franchisee's property at the Park.

21. Oversee the parking operations at the Park, and, if such parking operations are managed by a third-party operator, exercise Franchisee's supervisory rights held by Franchisee under the agreement with such operator.

22. Cooperate with Franchisee's accountants, auditors and advisors.

EXHIBIT D

CENTRALIZED ACCOUNTING SERVICES

Beginning the Effective Date of the Management Agreement, Manager will perform the following accounting services (the "**Centralized Accounting Services**"):

1. Conduct all bookkeeping services of the Franchised Business in conformance with the operations standards under the Franchise Agreement, including processing all accounting payable and accounts receivable.

2. Create, and share with Franchisee and Franchisor (as applicable), all standard month-end, quarter-end, and year-end reports.

EXHIBIT E

GLOSSARY

The following definitions apply to this Agreement:

"**Affiliate**" means any person, entity or company that directly or indirectly owns or controls a party, that is directly or indirectly owned or controlled by a party, or that is under common control with a party. For purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of an entity.

"**Assistant General Manager**" means the individual that supports the General Manager in the operation of the Launch Trampoline Park on a full-time basis.

"**Capital Expenditure**" means expenditures for any alterations, additions or improvements in or to the Park (excluding ordinary repair and maintenance expenditures) that constitute Capital Improvements.

"**Capital Improvement**" means an item of any nature incorporated into the Park that, according to GAAP, cannot be deducted as a current expense on the books of the Park but rather must be capitalized.

"**Claims**" means, collectively, all claims, demands, actions (including enforcement proceedings initiated by any government agency), penalties, suits, losses, and liabilities (including the cost of defense, settlement, appeal, and reasonable attorneys' fees, expenses and costs).

"**Executive Personnel**" mans the General Manager and Assistant General Manager.

"**FF&E**" means items of furniture, fixtures, and equipment used in the ordinary course of Operating the Park that, under GAAP, must be capitalized on the books of the Park.

"**Fixed Asset Supplies**" means supply items (often referred to as either "Park Equipment and Operating Supplies," "HE&OS," "Operating Supplies and Equipment," or "OS&E") included within "Property and Equipment" under the GAAP, including, uniforms and similar items.

"**Force Majeure**" means any one or more of the following events or circumstances that, alone or in combination, directly or indirectly, adversely affects in any material respect the Operation of the Park: fire, earthquake, storm or other casualty; strikes, lockouts, or other labor interruptions; war, rebellion, riots, acts of terrorism, or other civil unrest; epidemics, quarantine or any other public health restrictions or public health advisories; any other occurrence or event or condition beyond the reasonable control of Manager. In no event shall Force Majeure include general economic and/or market factors.

"**GAAP**" means generally accepted accounting principles consistently applied in the United States.

"**General Manager**" means the manager that must manage the Park on a full-time basis.

"**Glossary**" means this Exhibit D.

"**Governmental Impositions**" means all taxes, assessments and governmental charges or levies of any kind and any interest and penalties thereon, including social security taxes, unemployment insurance taxes, withholding taxes, and similar charges imposed on Manager or Franchisee in connection with any Park Personnel.

"**Gross Sales**" means the total revenues and receipts from whatever source (whether in the form of cash, credit, check, agreement to pay, or other consideration) that arise, directly or indirectly, from the operation of or in connection with Franchisee's Launch Trampoline Park whether under any of the Marks or otherwise. Gross Sales exclude sales taxes collected from customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing. For the

avoidance of doubt, Gross Sales include revenues and receipts from any goods or services offered and sold by Franchisee's Business, including any unapproved goods and services offered or sold by Franchisee's Launch Trampoline Park in violation of this Agreement.

"**Incentive Fee**" means, ten percent (10%) of EBITDA calculated before management fees are deducted.

"**Park**" means the Site and the Launch Trampoline Park located at and operated from the Site (including any construction contemplated by and completed in connection with any addendum to this Agreement). "Park" also includes (i) any and all other restaurants, retail shops, recreational amenities, health, sports and fitness and other facilities that may at any time be situated on the Site and all related improvements, equipment and ancillary and supporting facilities, and (ii) all FF&E, Fixed Asset Supplies and all other supplies and materials relating to the Park.

"**Park Personnel**" means all individuals hired, on Franchisee's behalf, by Manager or an Affiliate of Manager, who perform services for and in the name of the Park.

"**Legal Requirements**" means all laws, statutes, ordinances, rules, regulations, permits, licenses, authorizations, directions, and requirements of all governments and governmental authorities, that now or hereafter may be applicable to the Park or the ownership or the Operation thereof, including those relating to employees, employee benefits, providing continued health care coverage under the Employees Retirement Income Security Act of 1974, zoning, building, life/safety, environmental matters, health, and liquor licensing.

"**Marks**" – The trademarks, service marks, logos, other commercial symbols and any Domain Name that includes the mark "Launch Trampoline Park."

"**Methods of Operation**" means, collectively, the standards, policies, programs (including marketing programs), methods, procedures, manuals, directives, systems, specifications, equipment, designs, trade dress, merchandise, products, supplies and materials, software, copyrightable works, products and supply sources and specifications, design, construction, mechanical and technology standards, methods of Internet usage, marketing programs, and Web Pages applicable to Franchisor Parks, as designated or modified by Franchisor from time to time.

"**Net Operating Income**" means, for any period, "Earnings Before Interest, Taxes, Depreciation, and Amortization" as calculated in accordance with GAAP.

"**Operate**", "**Operating**" or "**Operation**" means to manage, operate, use, maintain, market, promote, and provide other management or operations services to a Park including the provision of revenue and expense management, quality assurance, facility management staffing, staff training and compliance.

"**Operating Account(s)**" means the bank account or accounts established for the Park pursuant to Section 6.

"**Operating Expenses**" means all those ordinary and necessary expenses, all as determined in accordance with the GAAP, including Reimbursable Expenses incurred by Manager or Franchisee, in the Operation of the Park in accordance with the applicable Operating Plan and Budget and the terms of this Agreement, including (i) salaries, wages, fringe benefits, fund payments and any union mandated benefits, vacation, holidays, usual and customary severance payments, WARN Act or similar closing law payments and other similar employee benefits of Park Personnel, (ii) the cost of maintenance and utilities, (iii) administrative expenses, (iv) the costs of advertising, marketing, and business promotion (v) any amounts payable to Manager as set forth in this Agreement.

"**Operating Standard**" means the Operation of the Park in accordance with the Methods of Operation and in a manner reasonably calculated to (i) protect and preserve the assets that comprise the Park and comply with the Legal Requirements, (ii) maximize Gross Operating Profit over the Term, and (iii) control and

efficiently manage the Operating Expenses of the Park, and (vi) comply with all standards of operations and requirements set forth in the Franchise Agreement.

"**Operating Supplies**" means consumable items used in, or held in storage for use in (or if the context so dictates, required in connection with), the Operation of the Park, including food and beverages, fuel, soap, cleaning material, and other similar items.

"**Operating Year**" means each twelve-month period during the Term commencing on January 1, and ending on December 31, except that the first Operating Year is the partial year beginning on the Opening Date and ending on the following December 31, and if this Agreement is terminated effective on a date other than December 31 in any year, then the last Operating Year is the partial year commencing on January 1 of the year in which such termination occurs and ending on the effective date of termination.

"**Prohibited Transferee**" means any Person that (a) is generally recognized in the community as being a person of ill repute or is in any other manner a person with whom a prudent businessperson would not wish to associate in a commercial venture, or (b) is a person that would jeopardize the Park's liquor license or Manager's or its Affiliates' compliance with any Legal Requirements.

"**Reimbursable Expenses**" means (a) travel, meals and lodging expenses incurred in accordance with Manager's corporate travel policies that are applicable to Manager's corporate employees and that are then in effect and provided to Franchisee in writing (including by electronic transmission), (b) reasonable entertainment, telephone, telecopy, postage, courier, delivery, employee training expenses, (c) other reasonable expenses incurred by Manager which are directly related to its performance of this Agreement, including attorney's fees and costs incurred by Manager in connection with any of Franchisee's lenders.

"**Reports**" means all reports required under the Franchise Agreement, and, in addition, the following reports which shall be in form required under the Franchise Agreement:

a) An executive summary containing a brief narrative summary of performance by major departments, financial results, Capital Expenditures and other pertinent financial information relating to the Park;

b) Monthly operating statements;

c) Capital Expenditure reports, which Manager may deliver to Franchisee quarterly or monthly, and Franchisee requires; and

d) A forecast for the remainder of the Operating Year.

"**Reserve**" means a separate interest-bearing account of a type and with an institution approved in writing by Franchisee to be expended for the replacement of or additions to FF&E or any other Capital Expenditures.

"**Site**" means that certain tract of land on which the Park is located.

EXHIBIT M
TO THE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES AND RECEIPTS

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date states below:

State	Effective Date
California	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT FOR LAUNCH FRANCHISING, LLC

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Launch Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires 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 requires 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 Launch Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

he name and principal business address and telephone number of each franchise seller offering the franchise is: Robert Arnold, Sidney Lee, Amanda Pfeiffer, and Travis Kososki at 920 Bald Hill Road Warwick, Rhode Island 02886, (401) 822-7835, or will be provided to you separately before you sign a franchise agreement: _____.

Issuance Date: **June 15, 2021**.

I received a Disclosure Document dated **June 15, 2021**, that included the following Exhibits:

A – List of State Agencies/Agents for Service of Process	H – State Specific Addendum
B – Franchise Agreement with Addendum	I – Form of General Release
C – Multi-Unit Development Agreement with Addendum	J – Franchisee Acknowledgment Statement
D – List of Franchisees and Multi-Unit Developers	K– Site Selection Agreement
E – Franchisees and Multi-Unit Developers Who Have Left the System	L– Management Agreement
F – Financial Statements	M – State Effective Dates and Receipts
G – Operations Manual Table of Contents	

DATED:_____

_____
Signature of recipient

_____
Print name of recipient

_____
Legal residence address

(KEEP THIS COPY FOR YOUR RECORDS)

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT FOR LAUNCH FRANCHISING, LLC

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G – Operations Manual Table of Contents	

DATED:_____

_____
Signature of recipient

_____
Print name of recipient

_____
Legal residence address

(PLEASE RETURN SIGNED RECEIPT TO ROBERT ARNOLD, 920 BALD HILL ROAD, WARWICK, RHODE ISLAND 02886)