



FRANCHISE DISCLOSURE DOCUMENT

Rockin' Jump Franchise, LLC
a California Limited Liability Company
86 N. University Avenue
Suite 350
Provo, Utah 84601
(925) 401-7200
www.rockinjump.com

ROCKIN' JUMP™ businesses are indoor trampoline parks and active entertainment facilities that offer group and individual arena style jumping and other attractions that combines fitness and competition.

The total investment necessary to begin operation of a new ROCKIN' JUMP facility ranges from \$1,894,500 to \$2,348,000. This includes \$687,500 to \$797,000 that must be paid to the franchisor or its affiliate. This estimated initial investment also applies to the first location that you develop under the Multi-Unit Development Agreement (plus the Multi-Unit Development Fee you pay at the time you sign the Multi-Unit Development Agreement). If you sign a Multi-Unit Development Agreement, you will pay a Multi-Unit Development Fee of \$60,000 for your first location plus \$40,000 for each additional location you want to secure. Typically, the minimum number of units to purchase a Multi-Unit Development is 3 locations, but we may offer a 2-unit Multi-Unit Development Agreement. The total investment necessary to purchase a 3-unit Multi-Unit Development and open your first facility ranges from \$1,976,600 to \$2,305,100. This also includes \$695,000 to \$877,000 that must be paid to the franchisor or its affiliate.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no 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 Bradford Smith, Vice-President – Global Franchise Development at 310-734-0300.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all 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: March 30, 2022

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 F.
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 E 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 ROCKIN' JUMP business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a ROCKIN' JUMP franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and multi-unit development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in the city in which our headquarters is located at the time of the dispute, which is currently Provo, Utah. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Utah than in your own state.
2. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
3. **Mandatory Minimum Payments.** You must make mandatory minimum royalty payments or advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.

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

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	4
ITEM 3 LITIGATION	5
ITEM 4 BANKRUPTCY	5
ITEM 5 INITIAL FEES	5
ITEM 6 OTHER FEES	6
ITEM 7 ESTIMATED INITIAL INVESTMENT	12
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	16
ITEM 9 FRANCHISEE'S OBLIGATIONS	20
ITEM 10 FINANCING	22
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	22
ITEM 12 TERRITORY	30
ITEM 13 TRADEMARKS	32
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	34
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	35
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	36
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	36
ITEM 18 PUBLIC FIGURES	41
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	42
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	44
ITEM 21 FINANCIAL STATEMENTS	47
ITEM 22 CONTRACTS	48
ITEM 23 RECEIPTS	48

EXHIBITS:

- A. List of State Agencies and Agents to Receive Service of Process
- B. Nondisclosure & Non-Use Agreement
- C. Franchise Agreement (including Addenda and Appendices)
- D. Multi-Unit Development Agreement (including Addenda and Appendices)
- E. Financial Statements
- F. List of Franchisees
- G. State Addenda to Franchise Agreement, Multi-Unit Development Agreement and Disclosure Document
- H. Form of Release Agreement
- I. Table of Contents to Operations Manual
- J. Receipts

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

Unless the context otherwise requires, all references to “we,” “us” or “our” refer to Rockin’ Jump Franchise, LLC and all references to “you,” or “your” refer to the person or entity that is granted the right to operate a ROCKIN’ JUMP® franchise under a Franchise Agreement. If you are a corporation, limited liability company, partnership or any other type of legal entity, the provisions of the Franchise Agreement also apply to your owners by virtue of the requirement that some or all your owners personally guarantee, and shall be personally bound by, your obligations under the Franchise Agreement.

The Franchisor, Its Parents, Predecessors and Affiliates

The franchisor is Rockin’ Jump Franchise, LLC. We are a limited liability company formed under California law on January 30, 2013. We do business under our corporate name and under the ROCKIN’ JUMP name. Although we are only in the business of offering ROCKIN’ JUMP franchises and do not currently operate any ROCKIN’ JUMP locations, we may do so in the future. We do not engage in other business activities other than providing products and services to our franchisees. Our principal business address currently is 86 N. University Avenue, Suite 350, Provo, Utah 84601.

Our direct parent is Rockin’ Jump Holdings, LLC (“RJ Holdings”), a California limited liability company with the same principal address as us. RJ Holdings owns the ROCKIN’ JUMP name and marks and licenses them to us. RJ Holdings, through subsidiaries, also owns and operates nine (9) ROCKIN’ JUMP locations as of December 31, 2021 in the following states: California, New York, New Jersey and Ohio.

On March 21, 2017, RJ Holdings was acquired by CircusTriX Holdings, LLC (“CircusTriX”), whose address is P.O. Box 302, Provo, Utah, and which is in turn owned by Trampoline Acquisition Holdings, LLC (located at the same address), which in turn is owned by Trampoline Acquisition Parent Holdings, LLC (located at the same address), which in turn is majority-owned by Trampoline Acquisition Corp., located at 1270 Avenue of the Americas, 31st Floor, New York, NY 10020, which is wholly-owned by Palladium Equity Partners IV, LP (located at the same address). None of our parent companies offer franchises in any line of business. Our agents to receive service of process are identified in attached Exhibit “A.” We have no predecessors.

Our affiliate, Rockin’ Jump Corporate, LLC (“RJ Corporate”), is the sole supplier of the ROCKIN’ JUMP program for liability insurance and risk management, which includes mandatory general liability and excess coverage and a risk management program (“Mandatory Liability Program”). RJ Corporate has the same principal business address as we have. In addition, our affiliate, SkyZone, LLC, a Nevada limited liability company whose address 1201 West Fifth Street, Suite T-900, Los Angeles, California 90017, is an approved supplier for the ROCKIN’ JUMP program and offers construction and attraction innovation services to franchisees.

Our affiliate, RNJ2, LLC, a Delaware limited liability company, with a principal business of 86 N. University Ave., Suite 350, Provo, Utah 84601, whose financial statements are included in this Franchise Disclosure Document (see Item 21 and Exhibit E), has agreed to guarantee our obligations under the Franchise Agreement.

Except as mentioned above, none of our affiliates offers franchises in any line of business or operates any ROCKIN' JUMP locations. However, our affiliate, CircusTriX, owns the DEFY name and marks under which it owns and operates CircusTriX parks in the U.S. and are currently branded with the DEFY name and trademarks. CircusTriX licenses the DEFY name and marks to House of TriX, LLC ("HOT"), a Delaware limited liability company, with the same principal business address as ours, which offers franchises under the DEFY name and trademarks. HOT has been offering DEFY franchises since October 2018. As of December 31, 2021, there were 56 CircusTriX parks in the U.S. that are currently branded with the DEFY name and trademarks. In addition, another affiliate and a wholly-owned subsidiary of CircusTriX Holdings, LLC, Sky Zone Franchise Group, LLC, has offered franchises under the names "Sky Zone" and "Sky Zone Indoor Trampoline Parks" since January 2009. Sky Zone parks cater to children, teens and families with an emphasis on fun fitness, competition and sports attractions such as dodgeball and Sky hoops. DEFY businesses are indoor trampoline and entertainment parks which target an older teen demographic. Rockin' Jump franchises cater to a much younger customer than DEFY or Sky Zone and incorporate soft play attractions with an emphasis on children's birthday and other parties.

We have never offered franchises in any line of business. Other than RJ Corporate and Sky Zone, LLC, none of our affiliates provide products or services to our franchisees.

The Franchise

A ROCKIN' JUMP franchise is a business that uses our system for the operation of trampoline parks and other attractions that combine fitness and competition. We have developed detailed procedures for business operations, management and staff training to ensure that Rockin' Jump trampoline parks adhere to our safety protocols for a safe, clean, fun guest experience.

One of the key features of our system is the complete integration of our liability waiver e-signing and storage technology with our online and onsite reservation and payments system through our approved point of sale system/ software. Our system eliminates paper waste and employee processing time, improves customer relationship management capabilities, speeds up the jumping and party reservation scheduling and check-in process, and helps staff ensure that the number of guests inside the trampoline parks is kept at safe occupancy levels. We have also developed a detailed brand standard guide, including marketing templates and a mobile-first website.

Another feature of our system is the Mandatory Liability Program that we and our affiliates have developed. All franchisees are required to participate in the Mandatory Liability Program, which is administered by RJ Corporate. The Mandatory Liability Program combines certain insurance coverage, including general and excess liability insurance, with a risk management program. Currently, the insurance component of the Mandatory Liability Program includes hired and non-owned auto coverage, and abuse and molestation coverage. The risk management component of the program includes a software platform for the reporting of injuries, compliance/shopper inspections and reports, a third-party administrator for claims and various reserves for claims incurred but not reported, deductible buy downs and end of year audit costs. Currently, RJ Corporate will collect a Mandatory Liability Program Fee from you twice monthly and a Claims Fee for each claim asserted, both of which are described in Item 6. We and our affiliates reserve the right to retain a portion of the Program Fee collected from you, which we and our affiliates may use for any purpose. We also reserve the right to discontinue the program at any time.

The ROCKIN' JUMP franchisee must provide services during the hours and days we specify in our operations manual unless prohibited by law. You must offer for sale all services, products, and merchandise we designate, unless you obtain our approval not to offer certain services, products, or merchandise.

You must sign the form of Nondisclosure & Non-Use Agreement attached as Exhibit "B" before we engage in substantive discussions with you about the franchise opportunity. You will sign our then-current form of franchise agreement (the "Franchise Agreement") for each ROCKIN' JUMP franchise you open regardless of whether you are opening a new facility or converting an existing facility as noted in the following paragraph. Each Franchise Agreement will grant you the right to own and operate a single ROCKIN' JUMP franchise at an agreed-upon location. A copy of our current form of Franchise Agreement is attached to this Disclosure Document as Exhibit "C."

For an existing facility converting to a ROCKIN' JUMP franchise, we offer the same form of Franchise Agreement as for start-ups, but we may negotiate with the prospective franchisee to reach mutually acceptable terms of a Franchise Agreement. Typically, the existing facility will have an established location and may have equipment at the location that we determine to be acceptable to our system standards. In this instance, the initial investment in an existing location may be less than for a new location as the staff may require less training, and the costs for any required leasehold improvements or equipment typically will be less due to the already existing location or existing equipment at the location. In some cases, the existing facility will require significant investment to satisfy our system standards, in which case your initial investment will increase. In some cases, however, the location of an existing facility seeking to convert to ROCKIN' JUMP may not be approved based on certain factors such as, but not limited to, ceiling heights, parking, lease rates, demographics or other limitations. Except where otherwise noted, the disclosures in this Disclosure Document apply to conversion franchises as well as initial franchises.

Periodically, we (or our affiliate) may sell and franchise one or more of our company-owned ROCKIN' JUMP locations. In these transactions, we negotiate with the prospective franchisee to reach mutually acceptable terms of a sale agreement and any lease or sublease of the real estate. If you purchase a company-owned location, you must sign a Franchise Agreement though the terms may vary from the standards terms of our Franchise Agreement attached to this Disclosure Document. In addition, occasionally we may jointly own ROCKIN' JUMP locations with third parties.

If qualified, we may grant you multi-unit development rights according to the form of Multi-Unit Development Agreement included in this Disclosure Document as Exhibit "D" ("Multi-Unit Development Agreement"). You and we may enter into a Multi-Unit Development Agreement for the development of a prescribed number of ROCKIN' JUMP facilities in a designated geographic area called the "Development Area." Under a Multi-Unit Development Agreement, you must develop a minimum of three ROCKIN' JUMP facilities in the Development Area within a given period of time, which is typically one per 12 to 18 months depending on population of the area, its market potential and other factors. You must sign our then-current form of Franchise Agreement for each ROCKIN' JUMP facility you open under the Multi-Unit Development Agreement, which may differ from the current Franchise Agreement included with this Disclosure Document.

The Market and Competition

The services and ancillary merchandise offered by a ROCKIN' JUMP business are intended primarily for the general public. We are a part of the amusement, recreation and entertainment industry. Your ROCKIN' JUMP business will compete with other trampoline parks as well as other amusement related facilities such as inflatable indoor bouncing, rock climbing, go carts and family fun centers, also known as Family Entertainment Centers (FECs). The trampoline park industry is not yet mature and can be affected significantly by many factors, including changes in local, regional or national economic conditions, changes in consumer spending, and increases in the number of, and particular locations of, competing facilities. Various factors can adversely affect the trampoline park industry, including inflation, increases in labor and energy costs, the availability and cost of suitable sites, fluctuating interest and insurance rates, state and local regulations, licensing requirements and the availability of an adequate number of hourly-paid employees.

License and Permits

You should consider that certain aspects of the business are regulated by federal, state and local laws, rules and ordinances. There may be regulations specific to the operation of a ROCKIN' JUMP business in your state. Some states have begun to regulate the installation of trampolines and the safety and operations of trampoline parks. It is your sole responsibility to investigate these laws, and we recommend that you do so before you sign a Franchise Agreement or Multi-Unit Development Agreement with us. It is your sole responsibility to comply with all applicable law and obtain and keep in force all necessary licenses and permits required by public authorities. It is also your sole responsibility to comply with the standards of ASTM International as they relate to regulation and safety of indoor trampoline parks.

ITEM 2 **BUSINESS EXPERIENCE**

Elizabeth Blair: Chief Executive Officer

Ms. Blair has been our Chief Executive Office and the Chief Executive Officer of our Parent, Rockin' Jump Franchise, LLC and House of Trix, LLC since October 2021. She also has been a member of the Board of Directors of our Parent since July 2017. She was a principal at KCA Advisors, in Portola Valley, California since 2014.

Bradford Smith, Vice President Global Franchise Development

Mr. Smith has been the Vice President Global Franchise Development of the Franchise Division since December 2019. Mr. Smith has also been the Vice President for House of Trix, LLC since December 2019. From February 2014 to October 2019, he was the Chief Franchise Development Officer for Regus Corporation located in Luxembourg, Belgium.

David Matthew Lambeth: Vice President of Design & Construction

Mr. Lambeth has been Senior Vice President – Real Estate and Development since October 2021. He served as our Vice President of Design & Construction since our inception in November 2008 until October 2021. Since its inception in September 2007, Mr. Lambeth has been the Vice President and General Manager of SkyZone Recreational Center 95765, LLC.

Mike Revak, Senior Vice President – Franchise and Park Operations

Mr. Revak has been the Senior Vice President – Franchise and Park Operations since October 2021. From October 12, 2012 to October 2021, Mr. Revak was the Chief Operating Officer since our inception in January 2013 and for our related ROCKIN' JUMP businesses since October 2012.

Michael Gray: Vice President of Marketing

Mr. Gray has been the Vice President of Marketing since February 2022. Mr. Gray served as Vice President - Marketing - Franchise from August 2013 to February 2022.

ITEM 3
LITIGATION

Cherokee Gray Eagle IP, LLC and Rebounderz Franchise and Development, Inc., vs. CircusTrix, LLC, Sky Zone, LLC, Sky Zone Franchise Group, LLC, Rockin' Jump Franchise, LLC, et al., in The United States District for the Middle District of Florida, Orlando Division. On March 8, 2018, the Plaintiff filed a complaint against CircusTrix, Rockin' Jump and Sky Zone, and certain franchisees, among others, alleging infringement of United States Patent No. 8,764,575, a design patent for an angled wall unit for trampolines (575 Patent") and seeking an injunction and damages, fees and costs for the alleged infringement of the 575 Patent. The parties have reached a settlement without any admission of infringement and the cases have all been dismissed with prejudice.

Other than set forth above, 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

You will pay us a lump-sum Initial Franchise Fee in the amount of \$60,000 when you sign the Franchise Agreement. The Initial Franchise Fee is non-refundable.

You must also pay us or our affiliates for the Attractions equipment and installation, all on-court sports equipment (e.g., balls), jump stickers, socks, mobile device applications and other items we designate for use or resale at your Park. We and our affiliates are the only approved suppliers for these products and services. The costs of all of these items will range from (i) \$600,000 to \$700,000 payable to our affiliate, and (ii) \$27,000 to \$32,000 (not including the initial franchise fee) payable to us. These costs are nonrefundable.

We may require you to reimburse us for our reasonable expenses, including the costs of travel, lodging and food incurred in site evaluation for each visit we make at your request. We estimate our reasonable expenses related to site selection will range from \$500 to \$5,000. If we require you to pay these expenses, the amounts are nonrefundable.

If you acquire rights under our Multi-Unit Development Program, you will pay a Multi-Unit Development Fee equal to \$60,000 for the first location and \$40,000 for any additional locations when you sign the Multi-Unit Development Agreement. You must commit to opening at least 3 Parks as a condition of acquiring multi-unit development rights, either yourself or through one or more entities in which you own 51% or more interest. For example, if you purchase a Multi-Unit Development Program of 3 locations you will pay us a Multi-Unit Development Fee of \$140,000. The Multi-Unit Development Fee is fully earned by us upon receipt and is not refundable in whole or in part. If you pay a Multi-Unit Development Fee, you will not pay any additional Initial Franchise Fees for or related to the locations you open under the Multi-Unit Development Agreement.

We may offer other reduced or deferred Initial Franchise Fees or Multi-Unit Development Fees in special circumstances, such as to franchisees that commit to and have the ability to develop a large number of Parks. Additionally, we may have special incentive offers in certain markets, such as new and developing markets, which include reduced, waived or deferred Initial Franchise Fees of Multi-Unit Development Fees. These special incentives may be offered to existing and/or new franchisees. You will be notified by us, in advance, if any reduced fees are available to you. We reserve the right to cancel or modify any incentive program or discount at any time.

ITEM 6

OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty (See Note 2)	6% of Total Gross Revenue (as described in Note 2)	Payable twice per month on the 16th and the first day after month end	Payment made by automatic electronic funds withdrawal.
Interest (See Note 4)	18% (annualized) or the highest contract rate of interest permitted by law, whichever is lower	When underlying obligation is paid (See Note 4)	Will vary under the circumstances
Additional Training (See Note 10)	Currently, we reserve the right to charge \$500 per day	Upon request or as we require	This is for additional training we may periodically provide or require.
Additional Assistance (See Note 10)	Currently, we reserve the right to charge \$500 per day	Upon request or as we require	This is for additional assistance that you need or request

Type of Fee (Note 1)	Amount	Due Date	Remarks
Refresher Training Fees Per Trainer	Currently, \$500 per day per trainer, plus travel and other expenses if training requires travel to your location or another location	As we and you agree	Payable for any refresher training courses for previously trained employees that we may require or training for new employees as you may request. Refresher training generally consists of a minimum of 2 days of training at our headquarters and/or up to 5 days at one or more of our parks. You are responsible for your own (and any trainee's) travel, food and lodging expenses incurred in connection with any refresher training. If we travel to your location at your request, you will be responsible for all travel, food and lodging expenses of ours. Availability of such travel by our team shall be at our discretion.
Per Diem Fee (for training or follow-up inspection and compliance matters Per Trainer	\$500 per day per trainer, plus expenses if training is required at your location or another location	As we and you agree	You must pay any Per Diem Fees incurred in connection with additional or special training for your employees. You are responsible for your own (and any trainee's) travel, food and lodging expenses incurred in connection with any additional or special training. If we travel to your location at your request, you will be responsible for all travel, food and lodging expenses of ours. Availability of such travel shall be at our discretion.
Maintenance Costs	Our reasonable costs and expenses, which will vary. There are no limits on the costs, but we estimate that they will range from \$10,000 to \$65,000 per year.	As incurred	You must maintain the franchise according to our system standards.
Refurbishment and Upgrades	We estimate the costs to upgrade or to add attractions to your facility will range from \$25,000 to \$250,000	As incurred	These refurbishments/upgrades will not be required more than once every three years and on the tenth anniversary of your signing the Franchise Agreement. (See Note 5). These amounts will be paid to us and generally remitted to third party suppliers.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Fees to Evaluate and Approve Alternative Suppliers	Our reasonable costs and expenses, which currently are expected to range between \$1,000 and \$4,000.	Upon receipt of our bill	Costs could greatly exceed the current range depending on the product or supplier.
Annual Convention	Up to \$1,500 per person, plus expenses	15 Days before convention begins. If not paid by the required deadline, the fee will be automatically debited from your bank account.	At least one representative from each Park must attend the convention. The cost of the convention does not include travel, lodging, meals or wage expenses for the attendee.
Quality Control Costs	Actual cost or your pro-rata share of the costs and expenses	As incurred	We may at our discretion conduct mystery shopping services or inspections of your and other franchisee's parks and establish other quality control programs. You will pay the actual cost relating to your location or the pro rata share of the costs depending on how the extensive the program is and how it is structured.
Mandatory Liability Program Fee (the "Program Fee")	Currently between 5% and 10% of Total Gross Revenue but subject to a minimum earned premium amount under the overall insurance policy. This amount could increase/decrease in subsequent years	Paid twice per month when Royalty is paid	All franchisees are required to participate in our Mandatory Liability Program, as described in Items 1 and 8. The amount you must pay RJ Corporate twice monthly via EFT to participate in the Mandatory Liability Program will depend on a number of factors, including your business location, industry data, the volume of your business, and your individual loss history. Your Program Fee may be higher or lower than this estimated range and is subject to change after our current policy expires on February 28, 2022. This fee does not include the cost of purchasing other required insurance coverage from third parties, as described in Item 8.
Mandatory Liability Program Claims Fee	Currently, \$10,000 per claim, within policy limits.	Upon demand	If a third party asserts a claim that may be covered by the general liability policy that is included in the Mandatory Liability Program, you must pay \$10,000 per claim (within policy limits) of expenses incurred related to such claim and RJ Corporate and the insurance company shall be responsible for the remainder of the expenses related to the claim up to the policy limits of the coverage included in

Type of Fee (Note 1)	Amount	Due Date	Remarks
			the Mandatory Liability Program. This fee is subject to change as the Mandatory Liability Program is modified from time to time.
Advertising Fees (See Note 2)	Currently 2% of Total Gross Revenue	Payable twice per month on the 16th and the first day after month end	Payment must be made via electronic funds transfer (EFT). We have the right to increase your Advertising Fee to an amount equal to up to 2.5% of Total Gross Revenue
On-line Marketing Tool Advertising Fee (See Note 3)	Then- current fee charged by our approved or designated supplier Currently \$20 per month per user	Monthly	We have a mandatory marketing platform for all approved marketing resources. This fee is charged based on the number of users at a given Park.
Auditing Costs	Our actual costs, which may range from \$3,000 to \$15,000	After inspection or audit	You must reimburse us for our auditing costs if we have to audit you because you fail timely to provide us with required reports.
Transfer Fee	50% of the then-current Initial Franchise Fee or such higher amount that covers all our expenses	Concurrently with the transfer	Paid to us if you want to transfer the franchise. If our expenses related to the transfer exceed 50% of the then-current Initial Franchise Fee, we may require you to reimburse us for all our expenses instead. Also, under the MUD, we may require you to pay a supplemental Transfer Fee if you propose to transfer your rights for more than the initial Multi-Unit Development Fee paid by you.
Successor Franchise Fee	25% of our then-current franchise fee	Concurrently with our granting a successor franchise to you	Upon expiration of the term of the Franchise Agreement, we may grant you a successor franchise subject to certain conditions.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising out of your franchise operations.
Costs and Attorney's Fees	Actual costs	Reimbursement of our actual costs	Payable if we prevail in any legal dispute with you. You'll reimburse us for accounting, attorneys', arbitrators' and related fees and costs incurred by us.
Inspection & Compliance Reimbursement	Actual costs	Upon demand	You will reimburse us for our actual costs if, after an inspection of your facility, we determine (in our business judgment) that additional follow-up inspections or assessments are required.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Waiver or Video Failure Fee	\$2,500 per waiver you fail to obtain from jumpers (include non-jumpers who go up on platform) or \$2500 for failure to maintain required video	Upon demand	You are required to obtain a waiver from each jumper using the trampolines and other attractions at your location and each non-jumper who go up on the platform. You are required to have video of the park. If you do not obtain waivers, or if you do not have the required video, we have the right to charge you a \$2,500 per violation waiver failure fee.
Liquidated Damages (See Note 6)	Will vary under circumstances	If franchise agreement is terminated for cause.	Greater of \$100,000 or the average monthly Royalty Fee and Ad Fee paid by you during the previous 24 months of actual business operations multiplied by the remaining months in the Initial Term
Non-Compliance Fine	\$250 for each day you remain out of compliance	If incurred	Payable only if you fail to cure a default within the cure period, if any. If there is no cure period, the fine will start the day after we give you notice of the violation. The Non-Compliance Fine is in addition to all regular ongoing fees you must pay under the Franchise Agreement.
Management Fee (See Note 7)	50% of Total Gross Revenue after expenses are paid	Will retain out of gross sales	See Note 7
Software Licensing Fees	\$1,200-\$1,800 per month	See Note 8	See Note 8
Cash management safe and pickup	\$400-\$600 monthly	Monthly - varies	See Note 9

Notes:

Note 1 Unless otherwise noted, all fees are uniformly imposed, are imposed by, payable to and collected by us and are not refundable. You will pay the same fees no matter whether you are opening a new location or converting an existing trampoline park to the Park system.

Note 2 Your Royalty payment is based on total gross revenue including all revenue that you receive or otherwise derive from operating the Park, including, but not limited to, all revenue from events, memberships and membership packages, leagues, parties, and any other goods or services offered or performed, and any other businesses whatsoever conducted or transacted from the Park, whether from cash, check, credit or debit card, gift card or gift certificate, or other credit transactions (collectively referred to as "Total Gross Revenue"). The only exclusions from Total Gross Revenue are returns and sales tax. Your twice monthly Royalty payment will be drawn directly from your designated business bank account and you will sign the documents we require, including authorization forms for us to initiate credit/debit entries to your designated business bank account.

You will pay all state and local taxes, amusement taxes including, without limitation, taxes denominated as income or franchise taxes, that may be imposed on us as a result of our receipt or accrual of the Initial Franchise Fee, Multi-Unit Development Fee, advertising fees, and other fees that are referenced in the Franchise Agreement and Multi- Unit Development Agreement, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you will pay to us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required. You will authorize us to make electronic funds transfer of any and all Royalties, advertising or other fees and payments due to us.

Note 3 This monthly fee is for the Online Marketing Tool, which is used to host marketing and advertising collateral such as brochures, flyers, direct mail, and print advertising pieces.

Note 4 Interest begins from the date any payment is due.

Note 5 You must periodically re-equip, upgrade and/or remodel your facilities pursuant to our plans and specifications. However, with the exception of signage, we will not require substantial remodeling more often than once every 3 years during the Term of the Franchise Agreement. Interior signage may often change, for example, when an attraction name changes, new safety signage is required, the rules of the International Association of Trampoline Parks require a change, or there is a change in ASTM standards. In addition, after the Park has been open for 10 years, we can require you to fully remodel and/or expand the Park, add or replace improvements, equipment and signs and otherwise modify the Park as we require to bring it into compliance with then current brand specifications and standards applicable for Parks generally. If the general state of repair, appearance or cleanliness of your franchise, or its fixtures, equipment, furniture, or signs does not meet our standards and if, after notice, you fail or refuse to initiate or maintain a program to complete the required maintenance, we have the right, but not the obligation, to enter the franchise location and do the maintenance on your behalf and at your expense.

Note 6 If we terminate your Franchise Agreement with cause, you must pay us, within 30 days after the termination, effective date, liquidated damages. These liquidated damages cover only our damages from loss of the Royalty cash flow. They do not cover other damages to which we might be entitled due to your actions or inactions.

Note 7 On expiration or termination, we have the option for 30 days from the effective date of your expiration or termination to purchase any or all or substantially all of the assets of your ROCKIN' JUMP facility. Once we give you notice, we can operate your ROCKIN' JUMP facility until the closing and we will retain a management fee of 50% of the balance of your gross revenues after operating expenses are paid.

Note 8 We will provide more detail on specific systems and pricing options in our Operations Manual ("Manual") or in updates to our Manual. The fees are all payable to third parties unrelated to us. We reserve the right to change these systems and software programs at any time.

Note 9 Cash management and cash handling solution. This system is an automated and secure solution, which provides a safe unit, armored transportation, deposit processing, bank consolidation and vaulting, and same business day reporting.

Note 10 We reserve the right to charge you a reasonable amount, up to \$500 per day, for any training we provide to you or your managers or employees after we have provided the minimum required training, we provide for in Item 11. You must pay for any travel, meal, incidental, and lodging expenses incurred by persons conducting the training programs and attending the training program. We will make available continuing advisory assistance in a manner as we deem appropriate, and we can charge a reasonable fee for it.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee (including Deposit)	\$60,000	Lump Sum	As set forth in Item 5 of this Disclosure Document	Us
Lease and Security Deposits (Note 1)	\$40,000 - \$80,000	Lump Sum	Upon Signing Lease	Landlord
Leasehold Improvements/ Architect (Note 2)	\$800,000 - \$1,000,000	Lump Sum	Before Opening	Landlord, architect, construction company
Signage	\$35,000 - \$40,000	Lump Sum	Before Opening	Vendors
Attractions (Note3)	\$600,000 - \$700,000	Lump Sum	Before Opening	Our affiliate
Furniture/ Fixtures (Note 4)	\$35,000 - \$40,000	Lump Sum	Before Opening	Vendors
Computer Software License and Hardware (Note 5)	\$45,000 - \$50,000	Lump Sum	Before Opening	Vendors
Equipment and Supplies (Note 6)	\$130,000 to \$145,000	Lump Sum	Before Opening	Vendors
Licenses, Dues, Utility Deposits, etc.	\$4,000 - \$7,000	Lump Sum	Before Opening	Government Agencies and Organizations
Inventory (Note 7)	\$27,000- \$32,000	Lump Sum	Upon Demand	Paid to Us or Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Travel Expenses/Pre-Opening	\$38,000 - \$47,000	Lump Sum	Before Opening	Airlines, hotels, etc.
Professional Fees	\$4,000 - \$12,000	Lump Sum	Before Opening	Attorney, accountant
Insurance Down Payment (Note 8)	\$1,500 - \$15,000	Lump Sum	Before Opening	Insurance Company
Additional Funds – 3 months (Note 9)	\$50,000 - \$90,000	As incurred	As incurred	Employees, suppliers, utilities, etc.
Grand Opening Advertising (Note 10)	\$25,000 - \$30,000	Lump Sum	Before opening and within the first month of operations	Advertising company
Total (Note 11)	\$1,894,500 - \$2,348,000			

Explanatory Notes

These expenses are merely estimates. You are encouraged to make an independent investigation and analysis of the potential expenses which may be incurred in order to begin operating your Park.

Note 1: Lease and Security Deposit. The ideal size of your Park for two (2) or more Attractions should range between 15,000 and 30,000 square feet. In most cases, the landlord will require a security and/or rental deposit. Usually, the landlord will require you to pay the equivalent of at least one month's rent. Rental rates or deposits on an unknown location cannot be predicted in advance. However, the deposit will most likely depend on the size and location of the Park. These costs will vary greatly depending on the area where the Park will be located. The item in each table represents one month's rent as a security deposit and your first month's rent. The low range in each table represents the least expensive deposit for a Park of the size described in the applicable Chart above, and the high range is the most expensive deposit for a Park of that size. In most cases, franchisees rent rather than purchase property. The initial investment assumes you will rent the premises for your Park. If you purchase the property, your initial expenses will dramatically increase.

Note 2: Leasehold Improvements and Architect Fees. When a site has been selected by you and approved by us in writing, you will select a licensed architect that meets our standards or has been approved by us who will provide you with a preliminary layout and suggestions for the design of a typical Park and then a full set of design plans. You will pay for the local architect's services directly.

The cost of construction, improvements or building varies widely by the size of the space, the existing improvements and local construction rates. For example, if the electrical outlets,

bathrooms, or heating/cooling are not already completed in the Site, your costs for leasehold improvements will be more. Sometimes you may receive a construction allowance from the landlord and if so, the costs may be reduced accordingly. The cost of leasehold improvements in the above Table do not include any of the items already listed in this Table entitled "Furniture/Fixtures", "Attractions" or "Equipment and Supplies". In some cases, costs may be significantly higher or lower depending on lease negotiations with local landlords. We provide the first 3 space plans to you at no additional cost.

Note 3: Attractions. Attractions costs vary based on selected attractions. You must purchase the Attractions and the installation from us or our affiliates, or through approved vendors. The cost of the Attractions does not include the entrance platforms.

Note 4: Furniture/Fixture. This range includes furniture, storage racks, lockers, kiosk, displays, slat wall, and line dividers. You must purchase these items from approved suppliers. This range assumes that these items being purchased are new and the costs include installation.

Note 5: Computer Equipment. The type of POS System you must purchase is described in Item 11. You are required to purchase and install the POS system approved by us. Also included in this range is the cost of the register and the network. The number of computer stations and certain additional extra equipment will determine the amount of this Item. The low range assumes you will finance the POS System and the high range assumes you will pay the entire cost of the POS System which will include the additional computer stations and other additional equipment. You must purchase the designated POS package from our approved vendor and all the necessary modules that come with the program. Additional information about the required POS System is included in Item 11.

Note 6: Equipment and Supplies. These amounts represent audio visual system, TVs, clocks, concession equipment and supplies, cleaning supplies and equipment, first aid equipment, filming and photography equipment, telephone system, video surveillance camera system/security system, shoe security system, radios and uniforms. All of the costs assume these items are new and include any installation which is required.

Your security camera system must monitor all the Attractions, including recording equipment to record and store video records of injuries for minimum of 365 days (ready access storage). Additionally, the video system specification must allow for us and our insurance carrier to have direct access to your security cameras and video storage (365 days history) at all times.

Note 7: Inventory. These amounts represent the cost of your inventory including key tags, stickers, various merchandise, party favors and supplies, wristbands, socks, merchandise, concessions and uniforms.

Note 8: Insurance. This is an estimate down payment against your annual premiums to acquire insurance required under the Franchise Agreement other than the liability insurance mandated by our Mandatory Liability Program. The estimate includes only property, business interruption and workers' comp insurance and does not include optional, but highly recommended, insurance such as EPLI, E&O, and D&O insurance as well as event cancellation insurance. You may obtain this insurance from any insurance agent or broker. We may, periodically, specify the change and types and amounts of coverage required, including by increasing the required coverage of your umbrella insurance policy. Insurance premiums can increase at any time based on market conditions and your and others' loss history.

You must also participate in the Mandatory Liability Program, but you will not have to pay a deposit, or any other fees related to the program before you open for businesses.

Note 9: Additional Funds. This item estimates your initial startup expenses during the initial period of the operation of your Park, which we estimate is three months. These expenses include rent, payroll costs, benefits, utilities, additional inventory requirements, supplies, advertising, and marketing costs after the first month the Park is open, etc., but do not include Royalty Fees and Advertising Fees and do not include an owner's salary or draw or any expenses which are listed in the above chart. These figures are estimates, and you may have additional expenses to start the business. Your costs will depend on factors similar to these: how closely you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and sales level reached during the initial period.

Note 10: Grand Opening Advertising. As explained in Item 11, you must spend a minimum of \$25,000 ("**Grand Opening Advertising Amount**") for grand opening advertising and sales promotions for your Park. You must spend ½ of this Grand Opening Advertising Amount before you open your Park, and the remainder in the first month your Park is in operation.

Note 11: Total. Costs and expenses can vary depending on factors like local real estate values, cost of labor and supplies. These figures were based on the experience of our affiliates operating Rockin' Jump Indoor Trampoline Parks. The expenses may differ in other parts of the country. None of the fees listed in this Item are refundable. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer, either directly or indirectly, financing to you for any items.

Estimated Initial Investment Under a Multi-Unit Development Agreement.

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Development Fee (Note 2)	\$140,000	Lump Sum	Upon execution of Development Agreement	Franchisor
Vehicle (3 months) (Note 3)	\$2,100	As arranged with third-party.		
Estimated Investment to Open Initial Park (Note 4)	\$1,834,500-\$2,288,000	See Chart A of this Item 7 minus Initial Fee		
Total	\$1,976,600-\$2,304,100	This is the total estimated initial investment to enter into a MUDA for the right to own a total of three (3) Parks, as well as the costs to open and commence operating your initial Park for the first three months (as described more fully in Chart A of this Item 7).		

Explanatory Notes

Note 1: Generally. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. This Chart details the estimated initial investment associated with executing a MUDA for the right

to own and operate three (3) Franchised Businesses, as well as the initial investment to open your first Park under your Development Schedule.

Note 2: Development Fee. The Development Fee is described in greater detail in Item 5 of this Disclosure Document, and this Development Fee is for the right to open and operate a total of three (3) franchised Parks (provided you comply with your development obligations under the Development Agreement). If you choose to open more than three (3) Parks, your Development Fee will be higher.

Note 3: Vehicle. We expect that you will need a vehicle to view potential Sites, oversee buildouts, supervise multiple Park locations, etc. We estimate that your vehicle costs will be \$2,100, including gas, maintenance and monthly payments. The amount you expend may be less if you use a vehicle that you already own to perform these tasks.

Note 4: Estimated Investment to Open Initial Park. This figure represents the total estimated initial investment required to open the initial Park you agreed to open and operate under the MUDA. The range includes all the items outlined in Chart 7.A. of this Item for the Park, except for the Initial Franchise Fee (including Deposit) because you are not required to pay this Initial Franchise Fee once the Development Fee is paid. The range does not include any of the costs you will incur in opening any additional Parks that you are granted the right to open and operate under your MUDA. The other costs to develop any Parks under the MUDA may be affected by factors including inflation, local labor costs, materials cost and other factors not within our control.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that high and uniform standards of service and quality are maintained in all Parks, you must operate your Park in conformity with our methods, standards and specifications and you must purchase and lease certain services, supplies, fixtures, equipment, merchandise, goods, and inventory and computer hardware and software only from suppliers we have approved and consistent with our specifications. Although you are not required to purchase or lease real estate from us or our affiliates, we must approve your Location. If you lease the premises, the lease must contain the Addendum to Lease, a copy of which is included as Appendix F to the Franchise Agreement. You must improve and equip the Location in accordance with our then-current approved design, specifications and standards. In addition to meeting our design specifications, it is your responsibility to comply with the American with Disabilities Act and all other federal, state and local laws.

The Franchise Agreement authorizes you to use the Marks only in connection with the products and services specified by us in writing. The purpose of this requirement is to ensure that all franchisees adhere to the uniformity and quality standards associated with Parks.

The trampoline equipment and all other attractions introduced, such as rock-climbing walls, ninja course, super tramp, parkour course, stunt fall, displays, merchandise, uniforms, security systems, the POS system, waiver computers, check in computers, licenses for the required POS system/software, and other products or supplies for your facility must be purchased from our approved suppliers according to our specifications. Also, in connection with operating a café at the Park, you must purchase the kitchen appliances and the food products from our approved suppliers. A list of our current approved suppliers and specifications ("Confidential Vendor List") shall be provided to you once you sign a Franchise Agreement and shall further be a part of our Operations Manual. Approved suppliers and specifications are determined based on the current

needs for operating the franchised business. We evaluate approved suppliers based on price, service, quality, availability, whether commissions are offered and other commercially reasonable benchmarks. The identity of approved suppliers and these specifications may be updated periodically and will be communicated to you in writing. In addition, if you purchase or lease real estate for your facility through certain brokers and/or brokerage firms referred or recommended by us or an affiliate, we and our affiliates have the right to receive payments or other consideration based upon a percentage of the broker's commission due as a result of your purchase or lease of the subject property. Typically, these payments to us or our affiliates may equal between 10% and 20% of the broker's commission.

We reserve the right to limit the number of vendors and suppliers for products, goods, supplies, fixtures and equipment. We also reserve the right to designate a single source of supply for certain products and services. We or an affiliate may be that single source. For all products and services purchased from us and our affiliates, you must pay the then-current price in effect, which may be more than cost. As of the date of this Disclosure Document, some of our sole suppliers include us, our affiliates, our POS/tracking system, sock and dodgeball supplier, merchandise and apparel, our food and pizza suppliers, foam cube supplier, stunt bag manufacturer, lockers, rock wall and office suppliers. Sole suppliers, mandatory suppliers and preferred vendors are indicated in the Confidential Vendor List. We may update or change our list of suppliers as we deem necessary or appropriate. None of our officers currently own an interest in any supplier.

RJ Corporate is the sole supplier of the insurance and services provided under the Mandatory Liability Program and certain print materials. Except as noted in this paragraph, neither we nor any of our affiliates are the only supplier of any other goods or services.

If you would like to offer products, services, or classes or use any supplies, operating assets, or services that we have not approved or to purchase or lease from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. We may require the proposed supplier or service provider to visit our headquarters to evaluate the proposed supplier or service provider in person. You must pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request.

We and our affiliates reserve the right to receive commissions and other consideration from suppliers in connection with your purchase of goods, products and services as described in this item. We will retain and use such payments and revenue as we deem appropriate. We and our affiliates reserve the right to receive commissions and other consideration from suppliers in connection with your purchase of goods, products and services as described in this item. We will retain and use such payments and revenue as we deem appropriate. During 2021, we received a total of \$30,458 from suppliers on account of franchisee purchases.

We or our affiliates or related companies also may derive revenue from goods, products and services we sell directly to you. In a typical year, the Mandatory Liability Program may generate

revenue for us or our affiliates. In 2021, RJ Corporate ran a profit under the Mandatory Liability Program, receiving from franchisees the amount of \$2,667,483 for premium and claims payments and paying out \$1,982,073 directly to insurance carriers for insurance premiums and deductibles.

You can expect items purchased or leased in accordance with our specifications will represent approximately 85% to 90% of total purchases you will make to begin operations of the business and 25% to 50% of the ongoing costs to operate the business.

In addition, if you fail to make any payment when due to a designated supplier, or if we (in our business judgment) determine that it is the most efficient method to remit payment to any supplier, we have the right to act as a pass through by collecting payments (past due, current and future) for the specific product or service and remitting those payments to the supplier, who ultimately provides the product or the service to you. Products and services for which we may act as a pass through may include equipment, fixtures, goods, merchandise, inventory, marketing campaigns or materials, lending services, computer hardware and software, supplies, uniforms and other categories of products and services that you may purchase from designated suppliers.

There are no purchasing or distribution cooperatives in the Park system. We occasionally negotiate purchase arrangements for the benefit of our franchisees. We do not provide material benefits to franchisees based on their purchase of particular products or services or use of particular suppliers.

Insurance

Mandatory Liability Program. In conjunction with our broker and underwriting partners, we and RJ Corporate have developed the Mandatory Liability Program, which provides our franchisees with primary general liability and following form excess liability coverage tailored specifically to Parks, in addition to a risk management program. You must participate in the Mandatory Liability Program. Currently, under the program, coverage for each franchise is \$1 Million per occurrence and \$3 Million aggregate for the primary general liability with excess liability coverage of \$5 Million. The risk management component of the program includes a software platform for the reporting of injuries, periodic compliance inspections and reports, a third-party administrator for claims, and various reserves for claims incurred but not reported.

Currently, no deposit is required to participate in the program, but RJ Corporate will collect from you a Program Fee equal to a percentage of your Total Gross Revenue (but subject to a minimum earned premium amount under the overall insurance policy) twice per month via electronic funds transfer (EFT) and a Claim Fee of \$10,000 for each claim asserted. All fees related to the Mandatory Liability Insurance Program, including the Program Fee and Claim Fee, are subject to change in our or our affiliates' sole discretion. A portion of the Program Fee will be allocated to cover the policy premium. We and our affiliates shall retain the remainder of the Program Fee, which we or our affiliates may use to administer the risk management portion of the program, to finance the purchase of the insurance coverage included within the Mandatory Liability Program, or for any other purpose. There is no restriction on our or our affiliates' right to use or distribute the Program Fee.

The current coverage provided under the Mandatory Liability Program is based on an insurance policy that expires on March 1, 2023. Upon the expiration of the policy, we intend to negotiate a new policy with the broker and underwriting partners, but we cannot guarantee that the program coverage will remain the same or that fees related to the Mandatory Liability

Program will not change at that point or in the future. We may discontinue or modify the Mandatory Liability Program at any time and may require you to participate in additional or replacement mandatory insurance programs. If we at any time discontinue, or reduce the scope of, the Mandatory Liability Program, you will be required to obtain at least the same level of coverage yourself.

Listed below are the types and minimum coverage amounts that are included under the Mandatory Liability Program as of the date of this Disclosure Document. If your state requires greater coverage amounts for the categories listed below, you must obtain and maintain any additional coverage as required by your state. We may also designate different insurance coverage, endorsements, exclusions or amounts from time to time in our Operations Manual or amendments thereto.

COMMERCIAL GENERAL LIABILITY:

Each Occurrence	\$1,000,000
General Aggregate Limit:	\$3,000,000
Products/Completed Operations	\$2,000,000
Policy Aggregate Limit: \$25,000,000	
Personal and Advertising Injury Limit:	\$1,000,000
Hired and Non-owned auto coverage	\$1,000,000
Damage to premises rented to you	\$1,000,000
Employee Benefits Coverage	\$1,000,000 each employee/\$2,000,000 aggregate (Retro Date 12/15/28)
Sexual Misconduct Liability	Not excluded under the general liability policy (\$1,000,000 limit)
UMBRELLA LIABILITY (in excess of all other insurance coverage)	\$5,000,000 each occurrence/annual aggregate per location/\$15,000,000 policy aggregate limit

Additional Required and Optional Insurance. In addition to your participation in the Mandatory Liability Program, you must procure and maintain in force from an insurance company with an "A" or better rating by AM Best and a Financial Size Rating of "VII" or better: (a) Special Form property insurance, including fire and extended coverage, vandalism and malicious mischief insurance, for 100% of the replacement value of your Park and its contents; and (b) any other insurance policies, including but not limited to business interruption insurance, hired and non-owned automobile insurance, unemployment insurance, excess umbrella insurance and worker's compensation insurance (with a broad form all-states endorsement) insurance, as we may determine periodically or as required by law. For any interruption in the operation of the Park for any other reason, you must continue

to pay us, during the period of interruption, continuing royalty fees based on the average monthly royalty fees paid by you during the twelve (12) months immediately preceding the period of interruption.

All insurance policies must: (1) contain the types and minimum amounts of coverage, exclusions and maximum deductibles as we prescribe; (2) name us and our affiliates as additional insureds; (3) include such other provisions as we may require periodically. Excess and Surplus Lines insurance is not permitted for any of the types and amounts of coverages listed below, as may be modified by us from time to time. You shall agree to provide us with 30-days prior written notice of any material modification, cancellation or expiration of any insurance policies required pursuant to this agreement.

Listed below are the types and minimum coverage amounts that are not currently included in the Mandatory Liability Program. If your state requires greater coverage amounts for the categories listed below, you must obtain and maintain any additional coverage as required by your state. We may also designate different insurance coverage, endorsements, exclusions or amounts from time to time in our Operations Manual or amendments thereto.

PROPERTY INSURANCE:

Business Personal Property	Replacement value of personal property
Tenant Improvements and Betterments	Replacement value of tenant improvements
Business Income Coverage	50% of Annual Gross Revenue (2 or more Locations – Coverage written on a blanket basis)

WORKERS' COMPENSATION:

Workers' Compensation	STATUTORY (with All States Broad Form)
Employer's Liability:	STATUTORY (with All States Broad Form)

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.

FRANCHISEE'S OBLIGATIONS

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	FA: 4	7 and 11

Obligation	Section in Agreement	Disclosure Document Item
b. Pre-opening purchases / leases	FA: 4	8
c. Site development and other pre-opening requirements	FA: 4; MUD: 1, 2	6, 7 and 11
d. Initial and ongoing training	FA: 6	11
e. Opening	FA: 4; MUD: 2	11
f. Fees	FA: 4.5, 5, 6.2, 6.4(7), 9.6, 9.14, 10.1, 10.4, 10.6(5), 12.3, 13.3(5), 13.6, 14.1, 15.4, 16.11(6), 19.9; MUD: 6, 7, 9, 16, 19.4	5 and 6
g. Compliance with standards and policies / Operations Manual	FA: 6, 8, 9	11
h. Trademarks and proprietary information	FA: 6, 7, 8	13 and 14
i. Restrictions on products/services offered	FA: 6, 8, 9	16
j. Warranty and customer service requirements	FA: 9.1(9)	11
k. Territorial development and sales quotas	MUD: 1, 2, 7, 9	12
l. Ongoing product/service purchases	FA: 9	8
m. Maintenance, appearance, and remodeling requirements	FA: 9.3, 9.4, 14.1	11
n. Insurance	FA: 4.3, 4.7 (5), 9.9	6, 7 and 8
o. Advertising	FA: 4.9, 10	6 and 11
p. Indemnification	FA: 18.4.	6
q. Owner's participation/ management/staffing	FA: 2.3, 2.4, 9.1; MUD: 8	11 and 15
r. Records and reports	FA: 11	6
s. Inspections and audits	FA: 12	6 and 11
t. Transfer	FA: 13; MUD: 15, 16	17
u. Renewal	FA: 14.1, 14.2	17
v. Post-termination obligations	FA: 16; MUD: 10, 14	17
w. Non-competition covenants	FA: 2.2, 16.5, 16.6; MUD: 13	17
X Dispute resolution	FA: 19; MUD: 19	17
y. Other	Not Applicable	Not Applicable

Note: "FA" means Franchise Agreement. "MUD" means Multi-Unit Development Agreement.

ITEM 10
FINANCING

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

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

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

Franchise Agreement

Pre-Opening Assistance:

Before you open your Park, we will:

1. Instruct you in our Methods of Operation (Article 9);
2. Approve your choice of a location (Article 4.1.) though you are responsible for locating your site. The factors we consider regarding your choice of a location for your Park include general location and neighborhood, demographics, zoning, traffic patterns, parking, overall interior and exterior size, physical characteristics of the existing building and lease terms. There is no time limit within which we must approve or disapprove the suggested site or any contractual consequences if we cannot agree on a site;
3. We do not typically own a premises which is then leased to you. You will typically lease, sublease, or purchase a location from a third-party landlord. We will review and approve certain provisions of your lease for your location (Article 4.2.) however we will not help you negotiate your lease;
4. Provide you with general specifications and a general floor plan for your ROCKIN' JUMP location (Article 4.4) though you are responsible for conforming the premises to local ordinances and building codes and obtain any required permits, and construct, remodel and decorate the premises. Note that you must work with your own architect to ensure that the layout of your space conforms with local ordinances and building codes and that your contractors are performing work in conformance with any architectural engineering (or similar) plans. We may review your plans, but our review is only for the purpose of ensuring that the space conforms with the ROCKIN' JUMP System requirements and we are not responsible for reviewing architectural or engineering plans (or similar plans) before or during construction;
5. Provide you with an initial training program (Article 6.1.). We do not help you hire your employees or provide them with training aside from the initial training program;
6. Provide you with lists of start-up inventory, furniture, fixtures, software, equipment, signs, and supplies, (Article 4.6.) but you must purchase such items yourself from approved suppliers; and

7. Provide you with a 120-day pre-opening marketing plan, which you must use to promote the Business opening (Article 4.9).

Ongoing Assistance:

During the operation of your business, we will:

1. Provide you with refresher training (Article 6.2.) though you are responsible for all other training and the hiring of your employees;
2. Provide you with general guidance on operating issues concerning the location, system standards, marketing programs approvals, etc. (Article 6.3.);
3. Provide you the Internet and telephone consultation (Article 6.4.);
4. Provide you with wholesaling services occasionally where we may ourselves act as an approved or designated source for products, merchandise, accessories, fixtures, furnishings, equipment, signs, etc. (Article 6.4.);
5. Provide you with ongoing marketing programs (not collateral) (Article 6.4.);
6. Provide you, at your cost and expense, with mandatory and optional meetings and seminars where we may get together with you and other franchises for business or social purposes (Article 6.4.);
7. Provide you with research and development regarding our Methods of Operation (Article 6.4.); and
8. At our discretion, conduct mystery shopping services or inspections of your business (Article 9.10.).

Multi-Unit Development Agreement

The Multi-Unit Development Agreement grants you the right to develop multiple ROCKIN' JUMP facilities. However, for each ROCKIN' JUMP facility, you will sign a separate Franchise Agreement. Therefore, we have no ongoing obligations such as training or operational assistance to you under the Multi-Unit Development Agreement. All ongoing and future obligations to you in opening your locations shall be provided in any Franchise Agreement between you and us, including our standard site selection criteria.

Franchise Site Selection

You select the site for your ROCKIN' JUMP location. We will provide you with our standard site selection criteria or an on-site evaluation of your proposed sites, as we deem appropriate. You must verify to us that your site complies with our site selection criteria. If we do not accept a site you propose, you may propose another site. We do not select or endorse your site.

Before you lease or purchase any site for a ROCKIN' JUMP location, you must submit to us certain information related to the site. We will review the site information and determine whether we accept or do not accept the site you propose. Factors we deem appropriate include, but are not limited to, the general location and neighborhood, demographic information, traffic patterns,

access, visibility, location of other competing facilities, size, configuration, appearance and other physical characteristics of the site. If you operate an existing trampoline park, you will already have a site for your Park location, subject to our approval before you sign a Franchise Agreement with us.

Opening

We estimate the time from the date you sign the Franchise Agreement to the date you open your ROCKIN' JUMP location to be between 12 and 18 months. However, this time estimate may vary depending on numerous factors including, entitlements and permits, construction schedules and financing. You must sign a lease for a location we approve within 6 months of your signing the Franchise Agreement. If you and we can't reasonably agree on a suitable location for your franchise and you do not have a signed lease or purchase a location within 6 months of your signing the Franchise Agreement, we may terminate the Franchise Agreement and retain the Initial Franchise Fee. Your ROCKIN' JUMP location must be open and operating within 18 months after you sign the Franchise Agreement, or we may terminate the Franchise Agreement and retain your Initial Franchise Fee, unless we have agreed with you to extend the amount of time for you to open the franchise location.

Advertising Fund

We have established an Advertising Fund to which you must contribute bi-weekly Advertising Fees in an amount equal to 2% of Gross Revenues. The Advertising Fund may be used for advertising on social media, television, radio, direct marketing mailings, the newspaper and for any tournaments or events that we feel are appropriate. We have the right to determine the type of advertising and the media in which it will appear. We have the sole right to formulate and make policy decisions concerning every aspect of the advertising and franchise expansion program, consistent with applicable law. (Franchise Agreement – Article 10).

We reserve the right to increase or decrease the Advertising Fee upon at least thirty (30) days' notice to you, up to a maximum of 2.5%. We agree that all Advertising Fees will be used for the payment of all costs associated with the creation, production, distribution, media placement and administration of local, state, regional or national advertising programs and for any taxes incurred on this Advertising Fund. In addition, the Advertising Fund can be used to pay administrative expenses, including, without limitation, material, services, salaries and overhead incurred by us or our Affiliates, in connection with administering the Advertising Fund.

The Advertising Fund may not benefit you proportionately to the Advertising Fees you paid, advertising may benefit some geographic areas more than others, and we are not obligated to spend any amount on advertising in your area or other territories separate from the Advertising Fund. We do not have to spend the Advertising Fees during any specific period. Advertising may be handled by the outside advertising agency which we select or in-house.

We will not use the Advertising Fund for the sale or attempted sale of new franchises.

We are under no obligation to continue selling or offering franchises. We have the sole right to formulate and make policy decisions concerning every aspect of the advertising and franchise expansion program, consistent with applicable law. Unaudited financial statements of the Advertising Fund will be made available to franchisees annually on reasonable request. If we do not use all the funds in a particular fiscal year, the remaining funds will be carried over to the next fiscal year and be included in that year's advertising budget. We are entitled to reimbursement

from the Advertising Fund to cover our administrative and overhead expenses associated with operating the Advertising Fund. All franchisees and any affiliate-owned ROCKIN' JUMP facilities will contribute to the Advertising Fund on an equal basis.

We will prepare an annual, unaudited statement of the Advertising Fund collections and expenses and give you the statement upon written request. Independent accountants currently do not audit the Advertising Fund, but we may have an independent accountant we select audit the Advertising Fund periodically at the Advertising Fund's expense.

In the calendar year ending December 31, 2021, the Advertising Fund contribution was used as follows: (i) 27% for design services, 25% for email/email marketing automation, 1% for public relations, 12% for website maintenance, 20% for advertising and media, 2% for FAC travel, 4% for miscellaneous administrative and 9% rolled into 2022.

Advisory Council

We have a Franchise Advisory Council (FAC) that works with us to improve the System, including the products and services offered, advertising campaigns, and other matters of interest to us and our franchisees to improve the System. The FAC has no decision-making powers. The FAC is made up of five members from the franchise network. Three of the five franchise members of the council are nominated by and voted for by the Franchise Partner Network on a global basis (not based on geography). The remaining two franchise members are appointed seats by the Rockin' Jump home office team. There will be a committee Chair and Co-Chair appointed by Rockin' Jump each will serve a 2-year term. If you participate on the advisory council, we will reimburse any expenses you incur related to your participation, including travel, lodging and meals expenses to attend council meetings. We will have the right to form, change, merge or dissolve any advisory council at any time.

Grand Opening Advertising

In addition to the other advertising expenditures you must make, you must conduct a grand opening advertising and sales promotion program for your Park and you must spend a minimum of \$25,000 for this program. You must spend 50% of the Grand Opening Advertising Amount before your Park opens for business and the remainder during the first month of operations. You must also provide to us, within three months after the opening of the Park, proof of your grand opening advertising and sales promotion expenditures in the form, and including the details and copies of the advertising and materials and receipts, as we request. (Franchise Agreement – Article 4.9).

Your Own Advertising

You must spend certain amounts for advertising and promotion of your Park in addition to the Grand Opening Advertising described above and the required Advertising Fund contributions. In the second, third and fourth month in which your Park is open, you must spend a minimum of \$12,000 per month on local advertising (depending on the size of your Park and its location). After your fourth month, you must spend a minimum of 5% of your Park's monthly Gross Sales on local advertising on a quarterly basis. (Franchise Agreement – Article 10.5). Total mandatory advertising shall be capped at 7% of Gross Revenues.

You must have proof of your expenditures if we request to review your books and records. If you develop advertising for your own use, you must submit it to us for our prior consent at least 20

days before you plan to use them. Unless we notify you that the proposed materials are disapproved, the materials are considered approved. You may not advertise or use the Marks in advertising or other form of promotion without the appropriate copyright, trademark, and service mark registration symbols for those Marks which are registered, nor may you use them in a manner which would misuse or dilute the Marks or damage the goodwill associated with the Marks. All advertising and promotional materials you use must be completely factual, comply with all applicable laws and conform to the highest standards of ethics and quality. We reserve the right to require you to include certain language in your local advertising materials, such as “Franchises Available” and our Website address and telephone number.

We or our Affiliates may, in our sole discretion, establish and operate websites, social media accounts (such as Facebook, Twitter, LinkedIn, Yelp, Instagram, Pinterest, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, “**Digital Marketing**”) that are intended to promote the Marks, your Business, and the entire network of Businesses. We will have the sole right to control all aspects of any Digital Marketing, including those related to your Business. Unless we consent otherwise in writing, you and your employees may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks or that relate to the Business or the network. You may not separately register any domain name, create any user name, or operate any web site containing any of the Marks without our written approval. If we do permit you or your employees to conduct any Digital Marketing, you or your employees must comply with any policies, standards, guidelines, or content requirements that we establish periodically and must immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with such policies, standards, guidelines, or requirements. We may withdraw our approval for any Digital Marketing at any time. (Franchise Agreement – Article 10.8).

Advertising Cooperatives

There are currently no advertising cooperatives. We have the right to establish or approve local and/or regional advertising cooperatives for businesses in your local or regional areas, covering such geographical areas as we may designate from time to time. Each cooperative will be organized and governed in a form and manner, and begin operating on a date, we determine in advance. You must participate in any such cooperative and its programs and abide by its by-laws. If your business is within the territory of an existing cooperative at the time your business opens for business, you must immediately become a member of the cooperative as will all businesses, franchised or company-owned, which are located in such territory. If a cooperative applicable to your business is established during the term of our Franchise Agreement, you must become a member no later than 30 days after the date approved by us for the cooperative to commence operation.

Computer Hardware and Software and Security System

You must record all transactions on a computer-based system that is fully compatible with our computer system and that includes an information interface capability to communicate electronically with our computer system. You must participate in our Internet Website and you may not register a domain name or operate a website containing the Marks. We have the right to determine the content on the Internet or other electronic media, including your use of the Marks or any advertising, is subject to the terms and conditions of the Franchise Agreement and any other rules or requirements that we may identify from time to time.

You must obtain and use in your facility a minimum of 3 waiver computers; 4 POS computers with cash drawers and receipt printers; and enough other POS solutions for each party room. Currently, you have to obtain those computers from our approved POS provider, but we have the right to change the POS solution provider at any time. The POS system includes the software, thermal receipt printer and cash drawer. The approximate cost for the initial hardware is between \$25,000 to \$45,000 and software system, and POS system, is between \$6,000 and \$15,000. The software license fee is approximately \$1,200 to \$1,800 per month and is subject to change.

You must also obtain a security system that meets our requirements. Your security system must monitor all the trampolines and include recording equipment to record and store video records of jumping and injuries. We also require independent, remote access to your security system at all times and will provide you with our minimum specifications. We will provide you with approved suppliers for security systems and may require security systems to be purchased from a single supplier. We are currently a preferred supplier for the security cameras.

Neither we, nor any of our affiliates, nor any third party, is required to provide ongoing maintenance, repairs, upgrades or updates to the system. You must, at your own expense, upgrade, update or replace the computer systems whenever we require it, and we have no obligation to assist you in obtaining hardware, software or related services. Currently there is no additional annual cost for any optional or required maintenance, update, upgrade or support contract, though there are no contractual limits on the frequency or cost of your obligation to obtain these upgrades. We do not currently have any required or optional maintenance, repair, upgrade or update contracts for the computer system. We have the right, as often as we deem appropriate, including on a daily basis, to independently access all your computer systems and data and your security system recordings that you are required to maintain in connection with the operation of the ROCKIN' JUMP franchise and to retrieve all information relating to the ROCKIN' JUMP franchise's operations and there are no contractual limitations on our rights to access this information.

Operations Manual

We will provide you with various lists such as the Confidential Vendor List and other hand-outs and resources to assist you in opening and operating your Business that are all a part of our Operations Manual. We will provide you with a copy of our then current operations manual at the time of your training, though we reserve the right to only provide the Operations Manual electronically. Our Operations Manual and related documents contain proprietary information that you must keep confidential. Our current operations manual has 158 pages. The current table of contents to the operations manual and the number of pages devoted to each subject as of the issuance date of this FDD is attached as Exhibit "I".

Training

Before opening your Park, you and/or your Responsible Person, and up to two additional owners or employees must successfully complete the initial training program to our satisfaction. A "Responsible Person" is a person designated by you in "Appendix A" to the Franchise Agreement or Exhibit "C" to the Multi-Unit Development Agreement who is approved by us who has the authority to bind you regarding all operational decisions with respect to your Park. If we determine that you (or your Responsible Person) are unable to complete initial training to our satisfaction,

we have the right to terminate our agreement with you. You also are required to participate in all other activities required to operate the Park.

You and/or your Responsible Person must complete both our initial training program, which consists of both classroom and hands-on training covering all facets of our operations, including safety training, the POS systems, staffing, incident report training, equipment maintenance and documentation, party planning, cost and inventory control and basic techniques of management. Our current training program consists of up to 17 days of hands-on and classroom training. We will administer the first part of the training consisting of 3 days virtual or classroom training, 7 days in one of our corporate locations, and the remaining 7 days of training will consist of our personnel conducting training at your location (typically the 5 days before your opening and 2 days after your opening). You and/or your Responsible Person must attend, and complete to our satisfaction, all of the required days of initial training.

You must replace any individual who fails to successfully complete the appropriate training program(s) or who otherwise is not qualified to manage or perform the required functions at a Park. We will not charge any fees for attending the initial training programs for you and up to two additional individuals. However, you will be responsible for all compensation and expenses (including travel, meals and lodging) incurred in connection with any other training programs. Neither you nor your employees will receive any compensation from us for services performed during training. As a general rule we do not allow additional persons to attend training, however, if there is space we may, in our sole discretion allow additional participants.

If you request, we will provide you with reasonable amounts of additional training. You must pay us the Per Diem Fee, which is currently \$500 per day per trainer, plus all travel expenses of the trainers if such training is to be conducted at your location. If you are an existing franchisee opening an additional location and you have completed our initial training program, you will not attend the initial training again although any general managers who have not previously successfully completed the training program must successfully complete the initial training before your location opens.

We may require your owners or your employees to attend additional or refresher training courses at least once a year or as required by us during the term of the Franchise Agreement. We expect that the additional training we require will not exceed two people attending more than two refresher training sessions of up to five days per calendar year during the term of the Franchise Agreement, but we may require you to attend more training courses or franchise meetings when we reasonably consider them necessary. You are responsible for paying a reasonable fee for those courses or meetings and you are responsible for paying all travel, accommodations, meal and other expenses you and your other personnel, run while attending or completing these training course or meetings. Typically, refresher training would be conducted at our corporate headquarters, one of our corporate locations or at your franchise location or at another location as we direct.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING		HOURS OF ON-THE-JOB TRAINING	LOCATION
	eLearning Hours	Experience Hours		
RJ Culture & Core Values	0.5	5.0	1.0	Rockin' Jump University (Online) & In-Park

SUBJECT	HOURS OF CLASSROOM TRAINING		HOURS OF ON-THE-JOB TRAINING	LOCATION
	eLearning Hours	Experience Hours		
Park Ops & Programming Overview	0	1.5	1.0	Training Park
Front-line team member & the Guest Experience	1.0	4.0	4.0	Rockin' Jump University (Online) & Training Park
Sales Associate, Memberships & the Guest Experience	1	4.0	4.0	Rockin' Jump University (Online) & Training Park
Events & the Guest Experience	.5	5.0	4.0	Rockin' Jump University (Online) & Training Park
MOD & the Guest Experience	1	4.0	2.0	Training Park
MOD Rotations	0	1.0	3.0	Training Park
Interpersonal Communication for Managers	0	1.0	1.0	Training Park
Hiring Team Members	0	3.0	1.0	Training Park & Your Park
Training Team Members	0	3.0	1.0	Training Park & Your Park
Retaining Team Members	0	1.5	1.0	Training Park & Your Park
Risk Management	1.0	3.0	1.0	Rockin' Jump University (Online), Training Park & Your Park
Service Recovery (H.E.A.R.T.)	1.0	1.0	1.0	Rockin' Jump University (Online), Training Park & Your Park
Sales Basics	1.0	2.0	3.0	Rockin' Jump University (Online), Training Park & Your Park
TOTAL	7	40+	27+	

Note 1: We currently maintain our offices in Los Angeles, California. We typically will select a corporate location operating unit that is located near our headquarters, but we reserve the right to select any open park for training.

It is the nature of the Park that all subjects are integrated into the training program, and that there are no clear delineations between the subjects being learned. If you are converting an existing facility into a franchise, then the required initial training program may vary from the above estimate. Instructional materials include the Operations Manual.

Initial training will be conducted whenever a new franchised location is scheduled to open. We will work with you to set up a mutually agreeable time for your initial training.

Our training team is supervised by Jennifer Murphy, our Vice President of Training and Development. Ms. Murphy has overseen Global Training since February 2017 and has also served as a training manager with our affiliates since June 2015. Other trainers may include previous or current general managers of CircusTrix affiliate-owned parks. Typically, our General Managers have at least one-year experience in the operation of a CircusTrix facility.

ITEM 12 **TERRITORY**

The Franchise Agreement grants to you the right to own and operate a Rockin' Jump Park at a specific location. The Multi-Unit Development Agreement grants you the right to develop multiple ROCKIN' JUMP facilities at specific locations under our then-current site criteria. You may not conduct the business of your Park at any site other than the premises or relocate your Park without our prior written consent. The Franchise Agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises. The Multi-Unit Development Agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises.

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 or our affiliates control. You will receive a Protected Territory which will only ensure that for the duration of the franchise term, we will not open and operate or grant a third party the right to open and operate a Rockin' Jump Park within that Protected Territory. However, we reserve the right to own, operate, acquire or sale franchises for other competitive brands that we or our affiliates control. Whether you are a single unit franchise or a Multi-Unit Developer, your territory will be delineated at the time you sign your Franchise Agreement or Multi-Unit Development Agreement and shall be based on zip codes or metes and bounds. Typically, but not in all cases, each Protected Territory granted under a Franchise Agreement will encompass a population of at least 100,000 people. If you sign a Multi-Unit Development Agreement, you will receive multiple Protected Territories that typically each will encompass a population of at least 100,000 people. We use a demographic analysis service for purposes of determining population density. We will mutually agree on the Protected Territory at the time you sign the Franchise Agreement or the Protected Territories at the time you sign the Multi-Unit Development Agreement and maintaining exclusivity does not depend on achieving a certain sales volume, market penetration, or other contingency or circumstances. We may, in our sole discretion, modify the Protected Territory at the time you sign your Franchise Agreement (or when the location of your Park is set under the Franchise Agreement), however, the Protected Territory shall continue to include a population of at least 100,000 people. If you want to open another location, you will have to apply to us to enter into another Franchise Agreement with us and if you want to acquire rights to develop several new locations you will have to apply to us to enter into a Multi-Unit Development Agreement.

Specifically, except for rights expressly granted to you under your Franchise Agreement or your Multi-Unit Development Agreement, we retain all our rights with respect to the Marks, our system and Parks anywhere in the world, and the right to engage in any business whatsoever, including the right to do the following:

1. operate, and grant to others the right to operate, Competitive Businesses offering similar or identical products, services, and classes and using our system or elements of our system (a) under the Marks anywhere outside of your Protected Territory or (b) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Protected Territory;
2. offer to sell, or sell and distribute, any products or services under any trade names, trademarks, service marks or trade dress, including the Marks, anywhere through any distribution channels or methods, which may include retail stores, wholesale, and the Internet (or any other existing or future form of electronic commerce); and
3. acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere or business conducted anywhere, including in the Protected Territory, (a) convert the other businesses to the ROCKIN' JUMP name, (b) permit the other businesses to continue to operate under another name, and/or (c) permit the businesses to operate under another name and convert existing Parks to such other name.

As previously mentioned in Item 1, our affiliates, House of Trix, LLC, a Delaware limited liability company, offers franchises for indoor trampoline and entertainment facilities under the DEFY marks and Sky Zone Franchise Group, LLC, a Missouri limited liability company, offers Sky Zone franchises for indoor trampoline and entertainment facilities under the Sky Zone mark. Sky Zone Franchise Group, LLC may franchise or open itself or through affiliates, company-operated parks anywhere, including in your Protected Territory and may solicit or accept orders within your Protected Territory. House of Trix, LLC may franchise and its affiliate, Circus Trix Holdings, LLC may open itself or through other affiliates, company-operated parks anywhere, including in your Protected Territory and may solicit or accept orders within your Protected Territory. The corporate addresses of House of Trix, LLC and Sky Zone Franchise Group, LLC are the same as ours, 86 N. University Avenue, Suite 350, Provo, Utah 84601. The offices and training facilities of House of Trix, LLC are the same as the offices and training facilities of our franchise network. The offices and training facilities of SkyZone Franchise Group, LLC are physically separate from the offices and training facilities of our franchise network. There is no formal mechanism in place for resolving any conflict that may arise between your Park and the units of our affiliates regarding territory, customers or franchisor support. If conflicts do arise, we will resolve them as we deem appropriate.

There is no restriction on us or any other party to solicit or accept orders from inside your Protected Territory, and we are not required to pay you any compensation for such solicitations. We may use other channels of distribution, such as the Internet, catalog sales and other direct marketing sales and such channels of distribution may be used by us in your Protected Territory, both using the Marks and other trade and service marks.

You may not use the Internet, catalog sales or other direct marketing for the sale of ROCKIN' JUMP branded merchandise or any products or services other than for the sale of jump times and parties. In addition, you may not use, reference or promote the ROCKIN' JUMP Marks or System in connection with any current or future form of social media networks or platforms, including, without limitation, Facebook, Twitter, LinkedIn and so on without our prior approval and only in conformance with our Methods of Operation.

ITEM 13
TRADEMARKS

The Franchise Agreement licenses you to use the service mark ROCKIN' JUMP®, as well as other trademarks, service marks, trade names and commercial symbols owned by RJ Holdings and licensed to us with the right to sublicense (collectively the “Marks”). Listed below are the principal registered Marks that franchisees are currently licensed to use. RJ Holdings has filed or intends to file all required affidavits and renewals for the registrations listed below.

Trademark	Registration Number	Date	Register
THE ULTIMATE TRAMPOLINE PARK	5474034	5/22/18	Principal
ROCKIN' JUMP, plus leaping frog design 	4075272	12/20/11	Principal
ROCKIN' JUMP	4417547	10/15/13	Principal
SAFE. CLEAN. FUN.	4464237	1/7/14	Supplemental
JUMPSAFE	4480024	2/11/14	Principal
X BEAM	4719708	4/14/15	Principal
Tripwire	4794234	8/18/15	Principal
VERTICAL OPS	4854665	11/17/15	Principal
JUMP PATROL	4854667	11/17/15	Principal
Leaping frog design with Rockin' Jump The Ultimate Trampoline Park, plus design 	4978833	6/14/16	Principal

Trademark	Registration Number	Date	Register
Leaping frog design, no words 	4920636	3/22/16	Principal

RJ Holdings has common law rights in all the Marks. These rights are based upon its first use of these Marks in a manner that is not confusingly similar to that of any other prior uses.

You must follow our operating procedures when you use the Marks. You cannot use the Marks or any other mark that is confusingly similar to any Mark as part of your corporate name. You may not use the Marks if you wish to advertise the sale of your franchise.

We have the right to change the licensed Marks periodically. Your use of the Marks and any goodwill is to our and our affiliates' exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks upon termination or expiration of your Franchise Agreement. You are not permitted to make any changes or substitutions to the Marks except as we direct in writing.

Currently, there are no material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board or any state trademark administrator or court adverse to the Marks. There are no pending infringements, oppositions or cancellations concerning the Marks. There is no pending material litigation involving the Marks.

Our parent, RJ Holdings owns the principal trademarks. We have a license from RJ Holdings to use the Marks and to sublicense the Marks to franchisees. RJ Holdings granted us a perpetual, non-exclusive, worldwide license to use the Marks for the operation of trampoline parks and to sublicense them to our franchisees. The license can be terminated if we or any of our franchisees materially breaches the license agreement and fails to cure said breach within 30 days after notice of the breach. Besides the license from RJ Holdings there are no agreements that significantly limit our rights to use or sub-license the Marks in a manner material to the franchise. Termination of the license will not affect our then existing franchise agreements with our franchisees or any renewal term and will only terminate our license with respect to new franchisees from the effective date of termination. RJ Holdings may, however, require that existing franchisees enter into a licensing agreement directly with RJ Holdings in a form reasonably prescribed by RJ Holdings as a condition for continuing use of the Marks and System.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the Marks in the state where your ROCKIN' JUMP franchise may be located.

If it becomes advisable at any time for us and/or you to modify or discontinue use of any Mark and/or use one or more additional or substitute trademarks, service marks or trade dress, you must comply with our directions within a reasonable time after notice. You must bear all

costs and expenses applicable to your ROCKIN' JUMP business should we decide to modify the Marks or adopt new marks. We will have no liability or obligation whatsoever with respect to any required modification or discontinuance of any Mark or the promotion of a substitute trademark, service mark or trade dress.

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 to any Mark, and you must not communicate with any person other than your legal counsel, us, and our legal counsel in connection with any infringement, challenge or claim. We or our affiliate will have the right to take any action it deems appropriate and will have the right to control exclusively any litigation or PTO or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You must sign any and all instruments and documents, provide assistance and do all acts and things as, in the opinion of our legal counsel, may be necessary or advisable to protect our or our affiliates' interests in any litigation or PTO or other administrative proceeding or otherwise to protect their interests in 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 authorized use of any Mark under the Franchise Agreement and, except as provided in the Franchise Agreement, for all costs you reasonably incur in defending any claim brought against you or any proceeding in which you are named as a party, if you have timely notified us of the claim or proceeding and you and your owners are in compliance with the Franchise Agreement and all other agreements entered into with us and our affiliates. Our affiliates will be entitled to prosecute, defend or settle any proceeding arising out of your use of any Mark, and, if we or our affiliates decide to prosecute, defend or settle any matter, we will have no obligation to indemnify or reimburse you for any fees or disbursements of counsel you retain.

You may not use any Mark (or portion of any Mark) as part of your URL, e-mail address, personal website unrelated to our business or System, or in selling any product or service that we have not authorized ("Unauthorized Use"). Specifically, you may not use the words "Rockin" and/or "Jump," nor may you use our initials "RJ" nor the leaping frog design. Similarly, your use of any Mark (or portion of any Mark as noted above) as part of your corporate, limited liability company or partnership name will constitute Unauthorized Use. You must properly attribute ownership of the Marks to us and our affiliates and use the notices of trademark and service mark registrations that we specify. You also may be required to obtain fictitious or assumed name registrations (also sometimes called "dba") if required by local law and with our prior written approval.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no registered patents or copyrights or pending patent applications that are material to the franchise, although we do claim copyright ownership and protection for our ROCKIN' JUMP Franchise Agreement, Multi-Unit Development Agreement, Operations Manual and for various sales promotional and other materials published periodically and we obtain copyright registration for certain marketing materials. There are no pending patent applications that are material to the franchised business.

There are no currently effective determinations of the Copyright Office (Library of Congress), United States Patent and Trademark Office, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending

material litigation involving any patents or copyrights. Except as noted below, there are currently no agreements in effect that significantly limit our rights to use or license the use of any patents or copyrights in any manner material to the franchise. Except as noted below, there are no infringing uses actually known to us that could materially affect your use of the patents or copyrights.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware. If we decide not to defend against any alleged infringement, then you will have the right to defend and settle any infringement claim raised against you, if you will not agree, without our prior written consent, to any settlement that would negatively impact us, our affiliates or our other franchisees.

You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including the Operations Manual. Upon termination of your Franchise Agreement, you must return to us all proprietary information, including but not limited to the Operations Manual and all other copyright material. You must notify us immediately if you learn about an unauthorized use of proprietary information. We are not obligated to take any action and we have the sole right to decide the appropriate response to any unauthorized use of proprietary information. You must comply with all changes to the Operations Manual at your cost.

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

You (or your Responsible Person) agree to personally manage and operate the franchise and will not, without our prior written consent, delegate your (or your Responsible Person's) authority and responsibility with respect to management and operation. You agree that you (or your Responsible Person) will faithfully, honestly, and diligently perform the obligations hereunder and continuously exert best efforts to promote and enhance the franchise. Each of your Owners must jointly and severally be bound by the terms of the Franchise Agreement and personally guarantee your (or your Responsible Person's) performance.

If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you must designate in "Appendix A" to the Franchise Agreement or Exhibit "C" to the Multi-Unit Development Agreement a "Responsible Person," who is an individual approved by us who: (a) has the authority to bind you regarding all operational decisions with respect to your Park; and (b) has completed our training program to our satisfaction.

You (or your Responsible Person): (a) must exert best efforts to the development and operation of your Park and all other Parks you own; and (b) absent our prior approval, may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with your obligations under the Franchise Agreement. Your Park must, at all times, be managed by you (or your Responsible Person) or by a manager or shift supervisor who has completed our training program to our satisfaction. Your Responsible Person or manager need not have an equity interest in the franchise.

As more fully described in the Franchise Agreement, you (or your Responsible Person) must implement all reasonable procedures we periodically prescribe to prevent unauthorized use or disclosure of confidential information. These procedures include the use of nondisclosure agreements with your owners, officers, directors, managers, assistant managers and your Responsible Person. You and your owners must deliver these agreements to us. Aside from requiring your Responsible Person, managers or shift supervisors to sign nondisclosure agreements, we do not currently require you to place any other restrictions on your Responsible Person, managers or shift supervisors. At the end of the term of a Franchise Agreement, you must deliver to us all confidential information.

If you or one of your affiliates have entered into a Multi-Unit Development Agreement with us and are entering into a Franchise Agreement under that Multi-Unit Development Agreement, and you are a business corporation, partnership, limited liability company or other legal entity, you must be at least 51% owned or controlled by a person or group of people that has at least a 51% ownership interest in and voting control of the entity that signed the Multi-Unit Development Agreement, except as we approved in writing in our business judgment. We have the right to approve in advance your ownership structure.

If you are a partnership, corporation, limited liability company or other legal entity, any person who has greater than a 10% interest in you must undertake to be personally bound, jointly and severally, by your obligations under the Franchise Agreement. Copies of these guarantees are contained in Appendix B of the Franchise Agreement and Exhibit "B" of the Multi-Unit Development Agreement, which are attached to this Disclosure Document. We do not currently require the spouses of owners to sign a personal guarantee.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer only the products and services we have approved in writing. You must offer all services and products that we designate as required for franchisees. There are no limits on our right to make modifications to the approved products and services periodically listed in the Operations Manual. Any failure to comply with our Methods of Operation or Operations Manual may result in termination of your Franchise Agreement.

You may use only marketing and promotional materials that we have approved.

You are not limited in the type of customers to whom you may sell approved products or services.

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	Article in Franchise Agreement	Summary
a. Length of the franchise term	3.1	Term is 10 years.

Provision	Article in Franchise Agreement	Summary
b. Renewal or extension of the term	14	A successor franchise may be granted for a period of 10 years if you meet our conditions.
c. Requirements for franchisee to renew or extend	14.1	Deficiencies are corrected within a reasonable cure period we specify; you have substantially complied with the Franchise Agreement; you remodel or relocate the Park; you provide us not less than 6 months nor more than 12 months' notice prior to expiration; you pay successor initial franchise fee; and may be required to sign a Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d. Termination by franchisee	15.1	You may terminate the agreement 30 days after we materially fail to comply with Franchise Agreement after 60-day cure period.
e. Termination by franchisor without cause\	Not Applicable	
f. Termination by franchisor with cause	15.2, 15.3	We can terminate only if you commit one of several violations.
g. "Cause" defined – curable defaults	15.3	Suit to foreclose any lien or mortgage not dismissed within 30 days; failure to comply with cleanliness or sanitation standard not corrected within 24 hours; failure to pay us or affiliates or suppliers within 30 days of due date; and failure to comply with any offer provision of Franchise Agreement within 30 days of notice of failure to comply.
h. "Cause" defined – non-curable defaults	15.2	We can terminate upon delivery of notice of termination for insolvency, if you are adjudicated bankrupt, if you file a petition for bankruptcy, have a receiver appointed, if you make a general assignment for the benefit of your creditors; abandonment of Park; unauthorized Transfer; material misrepresentation in connection with purchase of franchise; termination of right to occupy premises; conviction of a felony or crime involving consumer fraud or moral turpitude; unauthorized disclosure of Confidential Information; underreporting of Total Gross Revenue repeated violations; failure to pay taxes; and violation of covenants not to compete.
i. Franchisee's obligations on termination nonrenewal	16	Pay us what you owe us, including liquidated damages, cease using the Marks and System, and follow our termination

Provision	Article in Franchise Agreement	Summary
		procedures, including debranding your location, cancel any assumed name registrations and stop using our Confidential Information.
j. Assignment of contract by franchisor	13.1	Fully transferable by us.
k. "Transfer" by franchisee - defined	1.2	A transfer includes the direct or indirect sale, assignment, transfer, grant of a security, or other disposition of the Franchise Agreement, any form of ownership interest in you or the assets, including any merger or transfer as a result of a divorce, insolvency, dissolution or otherwise by operation of law, by reason of death or foreclosure.
l. Franchisor's approval of transfer by you	13.2, 13.4	All transfers require our approval, except that you may transfer the Franchise Agreement to an entity wholly owned and controlled by you.
m. Conditions for franchisor approval of transfer	13.3	The conditions include the character, aptitude and experience of the transferee, you having paid all amounts owed, transferee and others completing initial training and accepting the terms of the Franchise Agreement or signing our then current form of franchise agreement, you pay the higher of \$10,000 or our expenses as a transfer fee, you (and your Owners) sign a general release, we approve the general terms of the transfer
n. Franchisor's right of first refusal to acquire franchisee's business	13.8	For all third-party bona fide offers.
o. Franchisor's option to purchase franchisee's business	16.4	60-day option upon termination or expiration of the Franchise Agreement
p. Death or disability of franchisee	13.5	Treated as a transfer
q. Non-competition covenants during the term of the franchise	1.2, 17.1	No direct or indirect involvement in the operation of any Competitive Business or diversion of customers or solicitation of employees.
r. Non-competition covenants after the franchise is terminated or expires	17.2	No direct or indirect involvement in the operation of any Competitive Business for 2 years after termination, expiration, or transfer at the Location, within 15 miles of the Location, or within 15 miles of any other Park.
s. Modification of the agreement	19.24	Requires consent of both parties and must be in writing
t. Integration / merger clause	19.22, 20.5	Oral statements not binding. Franchise Agreement is the entire agreement. Only the terms of the franchise agreement are binding

Provision	Article in Franchise Agreement	Summary
		(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 Franchise Agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	19.11	All disputes resolved by mediation and arbitration except for actions for declaratory or equitable relief and actions in ejectment or for possession of any interest in real or personal property.
v. Choice of forum	19.11(b)	City closest to our then current headquarters (currently, Provo, Utah) (subject to applicable state law).
w. Choice of law	19.12	Delaware (subject to applicable state law).

MULTI-UNIT DEVELOPMENT AGREEMENT

This table lists certain important provisions of the Multi-Unit Development Agreement. You should read these provisions in the Multi-Unit Development Agreement attached to this Disclosure Document.

Provision	Section in Agreement	Summary
a. Length of the term of the franchise	3	The tenth anniversary of the Effective Date.
b. Renewal or extension of the term	Not Applicable.	You do not have the right to renew or extend the Multi-Unit Development Agreement.
c. Requirement for franchisee to renew or extend	Not Applicable.	You do not have the right to renew or extend the Multi-Unit Development Agreement.
d. Termination by franchisee	Not Applicable.	Not Applicable.
e. Termination by franchisor without cause	Not Applicable.	We will not terminate the Multi-Unit Development Agreement without cause.
f. Termination by franchisor with cause	9, 10	We can terminate the Multi-Unit Development Agreement if you default or fail to comply with your obligations or if a Franchise Agreement is terminated, but we cannot terminate any Franchise Agreement solely as a result of the termination of a Multi-Unit Development Agreement.

Provision	Section in Agreement	Summary
g. "Cause" defined – curable defaults	9	Where you fail to comply with the Development Schedule for any location at any time, or where you fail to comply with the other terms of this Multi-Unit Development Agreement, the Multi-Unit Development Agreement will terminate, following our giving you thirty (30) days' notice and opportunity to cure, without further recourse to you.
h. "Cause" defined – non-curable defaults	9	Non-curable defaults include the termination of a Franchise Agreement
i. Franchisee obligations on termination/non-renewal	14	All development rights revert to us.
j. Assignment of contract by franchisor	15	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	16	You may only transfer your rights and interests under the Multi-Unit Development Agreement if you obtain our consent and transfer all rights under all Franchise Agreements. You are also subject to same restrictions on transfer as under the Franchise Agreement.
l. Franchisor approval of transfer by you	16	You may only transfer your rights and interests under the Multi-Unit Development Agreement if you obtain our consent and transfer all rights under all Franchise Agreements.
m. Conditions for franchisor's approval of transfer	16	You may only transfer your rights and interests under the Multi-Unit Development Agreement if you obtain our consent and transfer all rights under all Franchise Agreements; you will pay a transfer fee we specify and you comply with other transfer conditions we specify if you propose to sell for more than the Development Fee paid by you.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable

Provision	Section in Agreement	Summary
q. Non-competition covenants during the term of the franchise	13.1	No direct or indirect involvement in the operation of any Competitive Business other than the business authorized in the Multi-Unit Development Agreement, no diversion of customers or solicitation of employees.
r. Non-competition covenants after the franchise is terminated or expires	13.2	No direct or indirect involvement in a Competitive Business for 2 years (i) within the Development Area, (ii) within 15 miles of any Park developed by you, or (iii) within 15 miles of any other Park.
s. Modification of the Agreement	27	Any modification must be in writing and signed by both parties
t. Integration/merger clause	26	Only terms of the Multi-Unit Development Agreement are binding. Any promises not contained in the Multi-Unit Development Agreement, Franchise Agreement or the Disclosure Document may not be enforceable. Notwithstanding the foregoing, nothing in any Multi-Unit Development Agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	19	All disputes resolved by mediation and arbitration except for actions for declaratory or equitable relief and actions in ejectment or for possession of any interest in real or personal property.
v. Choice of forum	19, 21	City closest to our then current headquarters (currently, Provo, Utah) (subject to applicable state law).
w. Choice of law	20	Delaware (subject to applicable state law).

ITEM 18 **PUBLIC FIGURES**

There are no public figures involved in the sale of this 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.

This Item 19 includes financial results from our "2021 Fiscal Year," which is the period from January 1, 2021, through December 31, 2021, our "2020 Fiscal Year," which is the period from January 1 2020 through December 31, 2020, and our "2019 Fiscal Year," from January 1, 2019, through December 31, 2019. We have not made permanent, material changes to our franchise concept due to the COVID-19 pandemic.

2021 Fiscal Year

Franchisees operated 30 Parks in the 2021 Fiscal Year. One Park opened after January 1, 2021, so only 29 Parks operated for the entire 12 months ending December 31, 2021, the last day of the 2021 Fiscal Year. This first financial performance representation describes the actual, historical average Gross Sales, for the 2021 Fiscal Year for the 29 franchisee-owned Parks that operated for the entire 12 months of the 2021 Fiscal Year (the "2021 Parks"). Due to COVID-19 state and local government-mandated closures, all Parks were closed for periods during the 2021 Fiscal Year. Of the Parks closed during the 2021 Fiscal Year and which have now reopened the periods of closure ranged from 2 to 24 weeks.

2021 Parks - Annual Gross Sales for 2021 Fiscal Year (1)

	# of Parks	Average Unit Volume	#/% Exceeding Average	Highest AUV	Lowest AUV	Median AUV
2021 Parks	29	\$1,372,052	16/55%	\$2,657,692	\$280,145	\$1,382,172
Top Third	9	\$2,030,521	4/44%	\$2,657,692	\$1,540,673	\$1,772,312
Middle Third	10	\$1,378,966	6/60%	\$1,462,061	\$1,252,768	\$1,386,121
Bottom Third	10	\$772,515	5/50%	\$1,220,251	\$280,145	\$781,914

2020 Fiscal Year

Franchisees operated 31 Parks as of December 31, 2020, the last day of our 2020 Fiscal Year. This first financial performance representation describes the actual, historical average Gross Sales, for the 2020 Fiscal Year for the 31 franchisee-owned Parks that operated for the entire 12 months of the 2020 Fiscal Year (the "2020 Parks"). Franchisees closed 3 Parks during the 2020 Fiscal Year, all of which had operated for more than 12 months before closing. Due to COVID-19 state and local government-mandated closures, all Parks were closed for significant periods during the 2020 Fiscal Year. Of the Parks closed during the 2020 Fiscal Year and which have now reopened the periods of closure ranged from 8 to 39 weeks. A majority of Parks that reopened operated under reduced capacity government mandates for extended periods of time.

As of March 31, 2021, 7 Parks remain closed due to the government-mandated closures but are expected to reopen when those mandates are lifted.

2020 Parks – Annual Gross Sales for 2020 Fiscal Year(1)

	# of Parks	Average Unit Volume	#/% Exceeding Average	Highest AUV	Lowest AUV	Median AUV
2020 Parks	31	\$491,000	39/61%	\$1,117,330	\$113,915	\$427,628
Top Third	10	\$773,473	40/60%	\$1,117,330	\$562,837	\$739,373
Middle Third	11	\$445,231	36/64%	\$561,478	\$385,339	\$427,628
Bottom Third	10	\$258,871	50/50%	\$378,964	\$113,915	\$262,885

2019 Fiscal Year

Franchisees operated 34 Parks as of December 31, 2019, the last day of our 2019 Fiscal Year. 2 Parks opened after January 1, 2019, so they did not operate for the entire 2019 Fiscal Year. This first financial performance representation describes the actual, historical average Gross Sales, for the 2019 Fiscal Year for the 32 franchisee-owned Parks that operated for the entire 12 months of the 2019 Fiscal Year (the “2019 Parks”). Franchisees closed 2 Parks during the 2019 Fiscal Year, both of which had operated for more than 12 months before closing.

2019 Parks – Annual AUVs for 2019 Fiscal Year(1)

	# of Parks	Average Unit Volume	#/% Exceeding Average	Highest AUV	Lowest AUV	Median AUV
2019 Parks	32	\$1,381,440	47/53%	\$2,394,193	\$514,256	\$1,395,307
Top Third	11	\$1,808,557	45/55%	\$2,394,193	\$1,547,886	\$1,822,124
Middle Third	10	\$1,411,602	40/60%	\$1,527,360	\$1,248,285	\$1,395,307
Bottom Third	11	\$926,903	55/45%	\$1,218,135	\$514,256	\$1,012,921

(1) This financial performance representation does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the 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 Park. Franchisees or former franchisees listed in this disclosure document may be one source of this information.

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

Other than the preceding financial performance representation, we do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of franchised outlets. We also do not authorize our employees or

representatives to make any such representations either orally or in writing. However, if you are purchasing an existing Park, we may provide you with the actual records of that Park. Suppose you receive any other financial performance information or projections of your future income. In that case, you should report it to the franchisor's management by contacting its General Counsel or Chief Financial Officer at 86 N. University Avenue, Suite 350, Provo, Utah 84601 or (925) 401-7200, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2019	35	34	-1
	2020	34	31	-3
	2021	31	30	-1
Company-Owned*	2019	7	8	+1
	2020	8	8	0
	2021	8	9	+1
Total Outlets	2019	42	42	0
	2020	42	39	-3
	2021	39	39	0

Table No. 2
Transfers of Outlets From Franchisees to
New Owners (Other than the Franchisor)
For Years 2019 to 2021

State	Year	Number of Transfers
Alabama	2019	0
	2020	0
	2021	0
California	2019	1
	2020	0
	2021	1
New Mexico	2019	1
	2020	0
	2021	0
Total	2019	2
	2020	0
	2021	1

Table No. 3
Status of Franchised Outlets For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
California	2019	13	1	0	0	0	0	14
	2020	14	0	0	0	0	0	14
	2021	14	1	1	0	1	0	13
Connecticut	2019	2	0	0	0	0	1	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Florida	2019	1	0	0	0	0	0	1
	2020	1	0	1	0	0	0	0
	2021	0	0	0	0	0	0	0
Georgia	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Illinois	2019	2	0	0	0	0	0	2
	2020	2	0	2	0	0	0	0
	2021	0	0	0	0	0	0	0
Maryland	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Minnesota	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Missouri	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
New Mexico	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
North Carolina	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
New Jersey	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
New York	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Ohio	2019	2	1	0	0	1	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
South Carolina	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Texas	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Wisconsin	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Total	2019	35	2	0	0	1	2	34
	2020	34	0	3	0	0	0	31
	2021	31	1	1	0	1	0	30

Table No. 4
Status of Company-Owned For Years 2019 to 2021*

State	Year	Outlets at Start	Outlets Opened	Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
California	2019	4	0	0	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	1	0	0	5
New York	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
New Jersey	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

State	Year	Outlets at Start	Outlets Opened	Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Ohio	2019	0	0	1	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Total	2019	7	0	1	0	0	8
	2020	8	0	0	0	0	8
	2021	8	0	1	0	0	9

Table No. 5
Projected Openings as of December 31, 2021

State	Franchised Agreements Signed But Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company- Owned Outlets in the Next Fiscal Year*
Arizona	0	0	0
California	0	0	0
Total	0	0	0

*Note: Corporate Locations are owned by our related companies that are substantially similar to those offered to prospective franchisees.

Attached as Exhibit F to this disclosure document are the names, addresses, and telephone numbers of our current franchisees as of December 31, 2021, as well as the names and last known addresses and telephone numbers of every franchisee (or if unknown, the last known home telephone number) who either had an outlet terminated, cancelled, not renewed, transferred or otherwise voluntarily or involuntarily ceased to do business in our fiscal year ending December 31, 2021, or who have not communicated with us within 10 weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, no franchisee has signed confidentiality clauses restricting them from discussing with you their experience with the ROCKIN' JUMP franchise system.

There is no trademark-specific franchisee organization associated with the ROCKIN' JUMP franchise system.

ITEM 21

FINANCIAL STATEMENTS

The following financial statements are attached to this Disclosure Document as Exhibit E:

The audited financial statements of RNJ2, LLC, Rockin' Jump Franchise, LLC's affiliate, as of December 31, 2021, 2020 and 2019 and for the years ended December 31, 2021 and December 31, 2020, and for the period from inception on June 3, 2019 to December 31, 2019.

RNJ2, LLC was formed on June 3, 2019. RNJ2, LLC absolutely and unconditionally guarantees to assume Rockin' Jump Franchise, LLC's duties and obligations to you under the Franchise Agreement disclosed to you in this Disclosure Document. A copy of the Guarantee of Performance also appears in Exhibit E.

ITEM 22

CONTRACTS

The following agreements are attached to this franchise Disclosure Document:

Exhibit "B": Nondisclosure & Non-Use Agreement.

Exhibit "C": Franchise Agreement with Appendices (A) Ownership Addendum, (B) Personal Guarantee, (C) Owner Personal Covenants, (D) Silent Investors, (E) Assignment of Telephone Numbers, (F) Addendum to Lease, and (G) Location.

Exhibit "D": Multi-Unit Development Agreement with Exhibits (A) Map of Development Area, (B) Personal Guarantee, and (C) Owners.

Exhibit "H": Release Agreement.

ITEM 23

RECEIPTS

The Receipts to be signed by all prospective franchisees are attached in duplicate to this Disclosure Document (identified as Exhibit "L"). You will sign and date one copy and give it to us at the time we present it to you. Your copy of the receipt is attached at the end of this Disclosure Document. This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

ROCKIN' JUMP
EXHIBIT "A"
TO THE DISCLOSURE DOCUMENT
LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

**STATE AGENCIES/AGENTS
FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of Department of Financial
Protection & Innovation
Department of Financial Protection & Innovation
Toll Free: 1 (866) 275-2677

Los Angeles

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

Sacramento

2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

San Diego

1350 Front Street, Rm. 2034
San Diego, California 92101-3697
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94105-2980
(415) 972-8559

HAWAII

(for service of process)

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

(for other matters)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

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

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

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

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

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

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236 (Phone)

NORTH DAKOTA

(for service of process)

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-4712

(state agency)

North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

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

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

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

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, Washington 98501-9033
(360) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

ROCKIN' JUMP
EXHIBIT "B"
TO THE DISCLOSURE DOCUMENT
NONDISCLOSURE & NON-USE AGREEMENT

ROCKIN' JUMP FRANCHISE, LLC

NONDISCLOSURE & NON-USE AGREEMENT

This Nondisclosure Agreement is made and entered into as of _____, 20____, (the "Effective Date") by and between Rockin' Jump Franchise, LLC, a California limited liability company, and its parent, subsidiaries and affiliates (collectively "ROCKIN' JUMP") and the individuals identified below and acknowledged by their signature ("Potential Franchisee").

1. **Purpose.** Potential Franchisee wishes to explore the possibility of franchising, opening and operating one or more ROCKIN' JUMP trampoline parks in which ROCKIN' JUMP will disclose to the Potential Franchisee certain technical information, methods of operations and business information which ROCKIN' JUMP desires the Potential Franchisee treat as confidential and agree not to use such information except in conjunction with its operation of a ROCKIN' JUMP trampoline park.
2. **"Confidential Information"** shall mean any information disclosed by or on behalf of ROCKIN' JUMP, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, customers, markets, software, computer programs, know-how, ideas, inventions (whether or not patentable), processes, designs, drawings, engineering, hardware configuration information, marketing or finance documents and other technical, business, financial, customer and product development plans, forecasts, strategies and information. Information communicated orally shall also be considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by Potential Franchisee or any Potential Franchisee representative, (ii) becomes available to Potential Franchisee on a nonconfidential basis from a source (other than ROCKIN' JUMP or one of our Representatives) which has represented to Potential Franchisee that such source is entitled to disclose it without restriction or condition, or (iii) was known by Potential Franchisee on a nonconfidential basis before its disclosure by ROCKIN' JUMP, provided that such knowledge is documented, or (iv) was independently developed by Potential Franchisee.
3. **Non-use and Non-disclosure.** Potential Franchisee acknowledges that any discussions/negotiations are extremely sensitive and/or confidential and further agrees not to use any Confidential Information or any other information ROCKIN' JUMP may share related in any way to its operations or brand for any purpose except to evaluate and engage in discussions concerning a potential business relationship with ROCKIN' JUMP. Potential Franchisee agrees not to disclose any Confidential Information to third parties or to employees, except to those employees, advisors or partners of Potential Franchisee who are required to have the Confidential Information in order to evaluate or engage in discussions concerning the contemplated business relationship with ROCKIN' JUMP.
4. **Maintenance of Confidentiality.** Potential Franchisee agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Potential Franchisee shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees, advisors and partners who have access to Confidential Information of ROCKIN' JUMP have executed a written non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees, advisors and partners. Potential Franchisee

shall not make any copies of the Confidential Information unless the same are previously approved in writing by ROCKIN' JUMP.

5. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed and all copies thereof which are in the possession of Potential Franchisee or its agents shall be and remain the sole property of ROCKIN' JUMP and shall be promptly returned to ROCKIN' JUMP if Potential Franchisee does not enter into a Franchise Agreement or Multi-Unit Development Agreement with ROCKIN' JUMP.
6. **No License.** Nothing in this Agreement is intended to grant any rights to Potential Franchisee under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant Potential Franchisee of any rights in or to ROCKIN' JUMP' Confidential Information.
7. **Term.** The obligations of Potential Franchisee shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, or until Potential Franchisee enters into a Franchise Agreement or Multi-Unit Development Agreement with ROCKIN' JUMP.
8. **Remedies.** Potential Franchisee agrees that its obligations hereunder are necessary and reasonable in order to protect ROCKIN' JUMP and ROCKIN' JUMP' business, and expressly agrees that monetary damages would be inadequate to compensate ROCKIN' JUMP for any breach by Potential Franchisee of any covenants and agreements set forth herein. Accordingly, Potential Franchisee agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, ROCKIN' JUMP shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.
9. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Delaware without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

(Signature)

(Print Name)

ROCKIN' JUMP
EXHIBIT "C"
TO THE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

**ROCKIN' JUMP
FRANCHISE AGREEMENT**

[NAME OF FRANCHISEE]

[NAME OF AREA]

TABLE OF CONTENTS

1.	PREAMBLES AND DEFINITIONS.....	1
1.1	Preambles.....	1
1.2	Certain Definitions.....	1
2.	YOUR ORGANIZATION AND MANAGEMENT.	4
2.1	Organizational Documents.....	4
2.2	Ownership Interests.....	4
2.3	Responsible Person/Management of Business	5
2.4	Control Group	5
3.	GRANT OF RIGHTS.	6
3.1	Grant Of Franchise	6
3.2	Our Reservation of Rights.....	6
4.	LOCATION SELECTION, LEASE OR PURCHASE OF LOCATION AND LOCATION DEVELOPMENT.	7
4.1	Location Selection.....	7
4.2	Purchase Or Lease Of The Location.....	7
4.3	Location Development	7
4.4	Your Obligations	8
4.5	Operating Assets	9
4.6	Start-Up Inventory.....	9
4.7	Business Commencement	9
4.8	Commencement Deadline.....	9
4.9	Grand Opening Marketing.....	9
4.10	Opening Assistance	10
4.11	Relocation.....	10
5.	FEES.....	10
5.1	Initial Franchise Fee.....	10
5.2	Royalty Fee.....	10
5.3	Ad Fee	10
5.4	Other Fees.....	10
5.5	Designated Account.....	11
5.6	Interest On Late Payments	11
5.7	Application Of Payments.....	11
5.8	Authorized Supplier Payment.....	11
5.9	Non-Compliance Fee	11
5.10	Inspection And Compliance Reimbursement.....	11
6.	TRAINING, ASSISTANCE, AND METHODS OF OPERATION.	12
6.1	Training.....	12
6.2	Refresher Training	12
6.3	General Guidance.....	12
6.4	On-Site Consultation And Additional Guidance	13
6.5	Operations Manual.....	13
6.6	Annual Convention.....	13

7.	MARKS.....	14
7.1	Ownership And Goodwill Of Marks	14
7.2	Limitations On Your Use Of Marks.....	14
7.3	Notification Of Infringements And Claims.....	14
7.4	Discontinuance Of Use Of Marks	15
7.5	Indemnification Of Franchisee.....	15
8.	CONFIDENTIAL INFORMATION.....	15
8.1	Confidential Information	15
8.2	Nondisclosure of Confidential Information	16
8.3	Customer Information	16
9.	ROCKIN' JUMP METHODS OF OPERATION.....	17
9.1	Compliance With Methods Of Operation	17
9.2	Provisions Of This Agreement.....	17
9.3	Modification Of Methods Of Operation	17
9.4	Condition Of Your Business	18
9.5	Products and Services You May Offer	18
9.6	Products, Supplies, Operating Assets, and Services.....	19
9.7	Compliance With Laws.....	20
9.8	Personnel	20
9.9	Insurance	21
9.10	Quality Control	22
9.11	Pricing Policies	22
9.12	Technology System	22
9.13	Reciprocal Membership/Coupons	23
9.14	Non-Compliance	23
9.15	Innovations	23
9.16	General Conduct.....	24
10.	MARKETING.....	24
10.1	National Advertising	24
10.2	Accounting	25
10.3	Proportionality	25
10.4	Deferrals Or Reductions.....	25
10.5	Local Advertising.....	25
10.6	Advertising Cooperatives	27
10.7	Community Marketing Programs.....	27
10.8	Digital Marketing	28
11.	RECORDS, REPORTS AND FINANCIAL STATEMENTS.....	28
11.1	Records	28
11.2	Periodic Reports	28
11.3	Verification	29
12.	INSPECTIONS AND AUDITS.	29
12.1	Our Right To Inspect The Business.....	29
12.2	Cooperation	29
12.3	Our Right To Audit	29
13.	TRANSFER.....	30
13.1	By Us.....	30

13.2	By You	30
13.3	Conditions For Approval Of Transfer.....	30
13.4	Transfer To A Wholly Owned Entity	32
13.5	Transfer Upon Your Death Or Disability	32
13.6	Operation Upon Your Death Or Disability.....	33
13.7	Bona Fide Offers.....	33
13.8	Our Right Of First Refusal	33
13.9	Non-Exercise	34
13.10	Securities Offerings.....	34
14.	SUCCESSOR FRANCHISES AND EXPIRATION.....	34
14.1	Acquisition Of A Successor Franchise	34
14.2	Grant Of A Successor Franchise.....	35
14.3	Agreements/Releases.....	35
15.	TERMINATION OF AGREEMENT.	35
15.1	Termination By You	35
15.2	Termination By Us	35
15.3	Our Right To Operate The Business And Management Fee	37
15.4	Alternatives To Termination	37
15.5	Exercise of Other Remedies	38
16.	RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT.	39
16.1	Payment Of Amounts Owed To Us - Liquidated Damages.....	39
16.2	Discontinue Use of the System and the Marks.....	39
16.3	Return of Confidential Information.....	40
16.4	Our Right To Purchase Business	40
16.5	Continuing Obligations.....	41
17.	COVENANTS NOT TO COMPETE.	41
17.1	In-Term Covenant Not To Compete	41
17.2	Post-Term Covenant Not To Compete	42
17.3	Reasonable Scope Of Covenants	42
17.4	Reduction Of Scope Of Covenants	43
17.5	Covenant Not To Compete Upon Exercise Of Right Of First Refusal	43
18.	RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION.	43
18.1	Independent Contractors.....	43
18.2	Notice of Independent Contractor	43
18.3	Taxes.....	43
18.4	Indemnification.....	44
18.5	Mitigation Not Required.....	44
19.	ENFORCEMENT AND MISCELLANEOUS MATTERS.....	45
19.1	Severability And Substitution Of Valid Provisions.....	45
19.2	Greater Notice	45
19.3	Waiver Of Obligations	45
19.4	Non-Waiver.....	45
19.5	Force Majeure.....	46
19.6	Out-Of-Stock And Discontinued	46
19.7	Costs And Attorneys' Fees.....	46

19.8	You May Not Withhold Payments Due To Us.....	46
19.9	Rights Of Parties Are Cumulative.....	46
19.10	Good Faith and Fair Dealing	46
19.11	Dispute Resolution.....	47
19.12	Governing Law.....	50
19.13	Consent To Jurisdiction.....	50
19.14	Waiver Of Punitive Damages, Jury Trial, And Class Actions	50
19.15	Limitation Of Claims.....	50
19.16	Binding Effect.....	50
19.17	Withhold Approval.....	50
19.18	Construction.....	50
19.19	Joint And Several Owners' Liability	51
19.20	Right To Information	51
19.21	Multiple Copies	51
19.22	Entire Agreement Between The Parties	51
19.23	Amendments.....	51
19.24	No Third Party Beneficiaries	51
19.25	Notices.....	51
20.	ACKNOWLEDGEMENTS AND REPRESENTATIONS.....	52
20.1	Acknowledgements.....	52
20.2	Representation	52
20.3	Due Authority	52
20.4	Terrorist Acts	52
20.5	Timely Receipt and Review of Agreement and Disclosure Document	52
20.6	Financial Performance Representations	53
APPENDIX A	FRANCHISEE-SPECIFIC TERMS	
APPENDIX B	OWNERS' PERSONAL GUARANTY OF FRANCHISEE'S OBLIGATIONS	
APPENDIX C	OWNER PERSONAL COVENANTS REGARDING CONFIDENTIALITY AND NON-COMPETITION	
APPENDIX D	SILENT INVESTORS	
APPENDIX E	ADDENDUM TO LEASE	
APPENDIX F	LOCATION ACKNOWLEDGEMENT ADDENDUM	
APPENDIX G	ACKNOWLEDGEMENT ADDENDUM	

ROCKIN' JUMP FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “**Agreement**”) is made and entered into as of the date listed on Appendix A (the “**Effective Date**”) ROCKIN' JUMP FRANCHISE, LLC, a limited liability company formed under California law, with its principal business address at 86 N. University Avenue, #350, Provo, Utah 84601 (referred to in this Agreement as “**we**,” “**us**” or “**our**”), and the person or entity identified on Appendix A as the franchisee with its principal place of business as set forth on Appendix A (referred to in this Agreement as “**you**” or “**your**”).

1. PREAMBLES AND DEFINITIONS.

1.1 Preambles. This Agreement governs your ownership and operation of one ROCKIN' JUMP business offering indoor trampoline parks and entertainment facilities, which uses our proprietary System and our Marks (a “**Business**”). Businesses offer group and individual arena style jumping and other attractions that combine fitness and competition as well as related services and ancillary merchandise as we may authorize from time to time. Businesses are developed and operated in accordance with a distinctive business format and set of business methods, designs, layouts, standards, specifications, and Methods of Operation that we and our Affiliates have developed and will continue to develop (the “**System**”). We identify the Businesses operating under the System by means of the ROCKIN' JUMP mark and certain other trademarks, service marks, trade names, trade dress, signs, associated designs, artwork, and logos that we may specify from time to time (collectively, the “**Marks**”). We may change, improve, add to, and further develop the elements of the System and the Marks from time to time. We grant franchises to persons who meet our qualifications and are willing to undertake the investment and effort required to own and operate a Business offering the products and services we authorize and approve and utilizing the System and the Marks. You have indicated to us that you desire a franchise to own and operate a Business, and we are willing to grant you a license to own and operate a Business on the terms and conditions of this Agreement.

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

“**Accounting Period**” - Each monthly period during the term of the Agreement.

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

“**Applicable Laws**” - All federal, state, and local laws, rules, regulations, and ordinances that are applicable in your Territory.

“**Competitive Business**” - Any family recreational center including, but not limited to, a trampoline park, inflatable indoor bouncing, rock climbing, go carts, miniature golf, active entertainment facility or similar family entertainment establishments.

“**Confidential Information**” - Defined in Section 8.1 (Confidential Information).

“Control Group” - Defined in Section 2.4 (Control Group).

“Controlling Interest” - A “controlling interest” in you means 33.33% or more of your voting shares or other voting rights if you are an Entity owned by three or more persons; otherwise, 50% or more of your voting shares or other voting rights will constitute a “controlling interest.”

“Dispute” - Any dispute, controversy or claim between and among the parties and any of our or your Affiliates, officers, directors, shareholders, members, guarantors, employees or owners arising under, out of, in connection with or in relation to (i) this Agreement, (ii) any lease or sublease for your Business, (iii) any loan or other finance arrangement between us or our Affiliates and you, (iv) the parties’ relationship, (v) your Business, or (vi) any Method of Operation.

“Effective Date” – The Effective Date listed on Appendix A.

“EFT” - The term “EFT” means the electronic transfer of funds to us from a credit card, debit card or bank account, as well as any other current or future form of pre-authorized payment.

“Entity” - A corporation, general or limited partnership, limited liability company, corporation, association, cooperative or other legal entity.

“FDD” - The Franchise Disclosure Document that was furnished to you by us, which describes this Agreement and the Franchise.

“Guarantor” – Each Owner who has a greater than 10% interest in your Entity, who must sign an agreement in the form we prescribe, undertaking to be bound jointly and severally by the terms of this Agreement, the current form of which is attached hereto as **Appendix B** (Owners’ Personal Guaranty of Franchisee’s Obligations).

“Immediate Family” - Spouse, parents (including step parents), siblings (including half siblings), and children (including step children), whether natural or adopted.

“Initial Term” - Defined in Section 3.1 (Grant of Franchise).

“Internet” - All communications between computers and between computers and television, telephone, facsimile and similar communications devices, including the World Wide Web, proprietary online services, e-mail, news groups and electronic bulletin boards.

“Location” - The franchise location identified in Section 3.1 (Grant of Franchise).

“Methods of Operation” - The information we provide to you containing mandatory and suggested specifications, standards, operating procedures and rules that we prescribe from time to time for the operation of a Business, including the Operations Manual and any other information we provide to you during the term of the Agreement relating to your operation of the franchise business or to any other of your obligations under this Agreement and related agreements.

“NAF” - Our National Advertising Fund, as defined in Section 10.1 (National Advertising).

“Operations Manual” - Our confidential policy manual, as amended from time to time, which may consist of one or more manuals, including any of our operating system manuals, compliance manuals, and management training manuals, containing our Methods of Operation relating to the development and operation of Businesses and other information relating to your obligations under this Agreement. The term “Operations Manual” also includes alternative or supplemental means of communicating such information by other media, including lists, templates, bulletins, e-mails, digital postings, CDs, DVDs, applications, software, digital audio or video files, and any information we share with you through our company intranet or project management system.

“Operating Assets” - All fixtures, furnishings, signs, and equipment used in the Business, including the Technology System.

“Owner” - Each person that has any direct or indirect legal or beneficial ownership interest in you, if you are an Entity, including any person who has a direct or indirect interest in you, this Agreement, the Franchise or the Business and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights or assets thereof. As used in this Agreement, any reference to Owner includes all Owners, including Silent Investors. If the franchisee is one or more individuals, each individual is an Owner. Your Owner(s) is/are identified on **Appendix A** to this Agreement.

“Person” - A “person” refers to both an individual natural person and an Entity.

“Responsible Person” - The individual you so designate in **Appendix A** and any replacement thereof approved by us. The Responsible Person must be someone who has the authority to, and does in fact, actively direct your business affairs related to the Business.

“Royalty Billing Day” - The day each calendar month that we designate that we or our authorized designee are authorized by you to withdraw via electronic funds transfer from your designated bank account all Royalty Fees and other amounts then due to us under the terms of the Agreement.

“Silent Investor” - All individuals and/or entities identified in **Appendix D**.

“Technology System” - The hardware, software, security cameras, other equipment, and network connections that we specify periodically in the Operations Manuals necessary to operate our point-of-sale system, the security camera system, reservation system, waiver processing system, and other technology systems that we designate.

“Total Gross Revenues” - All revenue that you receive or otherwise derive from operating the Business, including but not limited to, all revenue from events, memberships and membership packages, leagues, parties, and any other goods or services offered or performed, and any other businesses whatsoever conducted or transacted from at your Business location, whether from cash, check, credit or debit card, gift card or gift certificate, or other credit transactions, and regardless of collection or when you actually provide the products or services in exchange for the revenue. Total Gross Revenues includes any commission received as a result of the sale of goods from your Business. Total Gross Revenue does not include (i) any bona fide returns and credits that are actually provided to customers and (ii) any sales or other taxes that you collect from customers and pay directly to the appropriate taxing authority.

“Transfer” - The voluntary, involuntary, direct or indirect sale, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, Inter-vivos transfer, testamentary disposition or other disposition of this Agreement, any interest in or right under this Agreement, or any form of ownership interest in you or the assets, revenues or income of your Business including: (1) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, or a partnership interest in, you or of any interest convertible to or exchangeable for capital stock of, or a partnership interest in, you; (2) any merger or consolidation between you and another Entity, whether or not you are the surviving corporation; (3) any transfer in, or as a result of, a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law; (4) any transfer upon your death or the death of any of your Owners by will, declaration of or transfer in trust or under the laws of intestate succession; or (5) any foreclosure upon your Business or the transfer, surrender or loss by you of possession, control or management of your Business.

2. YOUR ORGANIZATION AND MANAGEMENT.

2.1 Organizational Documents. If you are, or at any time become an Entity, you and each of your Owners agree and represent that:

(a) you are duly organized and validly existing under the laws of the state of your organization, and, if a foreign Entity, you are duly qualified to transact business in the state in which your Business is located;

(b) you have the authority to execute and deliver this Agreement and to perform your obligations hereunder;

(c) your activities are restricted to those necessary solely for the development, ownership and operation of a Business in accordance with this Agreement and in accordance with any other agreements entered into with us or any of our Affiliates;

(d) the articles or certificate of incorporation, partnership agreement or other organizational documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interest is restricted by the terms of this Agreement; and

(e) all certificates representing direct or indirect legal or beneficial ownership interests in you now or hereafter issued must bear a legend in conformity with Applicable Law reciting or referring to such restrictions.

2.2 Ownership Interests.

(a) You and each of your Owners represent, warrant and agree that the attached **Appendix A** is a current, complete and accurate list of all Owners. Every time there is a change in the persons or Entities who are your Owners, you must, within seven calendar days from the date of such change, notify us of the change and cooperate with us in updating **Appendix A** so that it is at all times current, complete and accurate.

(b) Each person who is or becomes an Owner who has a greater than 10% interest in the franchisee Entity must execute an agreement in the form we prescribe, undertaking to be bound jointly and severally by the terms of this Agreement, the current form of which is attached hereto as **Appendix B** (Owners' Personal Guaranty of Franchisee's Obligations). However, if we are entering into this Agreement totally or partially based on the

financial qualifications, experience, skills or managerial qualifications of any person or Entity who directly or indirectly owns 10% or less interest in the franchisee Entity, we have the right to designate that person as an Owner who must sign **Appendix B** to this Agreement.

(c) Each person who is or becomes an Owner that (i) has a greater than 10% interest in the franchisee Entity or (ii) is given access to our Confidential Information must execute an agreement in the form we prescribe, undertaking to be bound by the confidentiality and non-competition covenants contained in the Agreement, the current form of which is attached hereto as **Appendix C**.

(d) If you have one or more Silent Investors, you and each of your Owners must execute the attached **Appendix D**.

(e) If you are a partnership Entity, then each person or Entity who, now or hereafter is or becomes a general partner is deemed an Owner who must sign **Appendix B** and **Appendix C**, regardless of the percentage ownership interest.

2.3 Responsible Person/Management of Business. If you are, or at any time become, an Entity, you must designate in **Appendix A** as the "Responsible Person" an individual approved by us who must have the authority to bind you regarding all operational decisions with respect to your Business; and have completed our training program to our satisfaction. You (or your Responsible Person) shall exert your best efforts to the development and operation of your Business and all other Businesses you own; and absent our prior approval may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with your obligations hereunder. We shall have no responsibility, liability or obligation to any party to any such arrangement, agreement or contract, or any amendments thereto, on account of our approval thereof or otherwise, and you agree to indemnify and hold us harmless with respect thereto. You must notify us of any proposed change of the Responsible Person and receive our written approval prior to such change. If such change results from the voluntary or involuntary termination of the Responsible Person, you must submit a new proposed Responsible Person within 15 days after such termination and such new Responsible Person must complete training required of new franchisees at your sole cost and expense. Neither you nor your owners will, directly or indirectly, take any actions to avoid or restrict the authority requirement for the Responsible Person. Your Business at all times must be managed by you (or your Responsible Person) or by an on-site general or assistant manager or a shift supervisor who has completed the appropriate training programs.

2.4 Control Group. If you or one of your Affiliates have entered into a Multi-Unit Development Agreement with us and are entering into this Agreement pursuant thereto, and you are an Entity, you acknowledge and agree that the Owner or group of Owners described in **Appendix A** hereof that has, directly or indirectly, 51% or more ownership interest in you and voting control over its ownership interests in you ("**Control Group**"), has the same ownership interest in and voting control of the Entity that executed the Multi-Unit Development Agreement. Furthermore, you acknowledge and agree that we have the right to approve in advance your ownership structure.

3. GRANT OF RIGHTS.

3.1 Grant Of Franchise.

(a) **Grant.** Subject to the terms of and upon the conditions contained in this Agreement, we hereby grant you a non-exclusive license (the “**Franchise**”) to operate one Business using the System and the Marks at the location identified on **Appendix F** (the “**Location**”), for a term commencing on the Effective Date and expiring on the tenth anniversary of that date (“**Initial Term**”), unless sooner terminated in accordance with Section 15 (Termination of Agreement). You hereby accept the Franchise and agree to operate the Business according to the provisions of this Agreement for the entire Initial Term. You have no right to (i) sublicense the Marks or the System to any other person or entity, (ii) use the Marks or the System at any location other than the Location, or (iii) to use the Marks or the System in any wholesale, e-commerce, or other channel of distribution besides the operation of the Business at the Location.

(b) **Protected Territory.** This Agreement grants to you a Franchise for a single Business with a protected territory as identified on **Appendix F** (the “**Protected Territory**”). If the Location has not been identified when you sign this Agreement, we may, in our sole discretion, revise the Protected Territory once we have accepted the Location and you have a fully executed letter of intent for the Location. The final Protected Territory will be identified on **Appendix F**. Except as provided in Section 3.2 (Our Reservation of Rights), we and our Affiliates will not open, or license a third party to open, a Business within your Territory. During the term of this Agreement, we have the right, in our sole discretion, to modify the Protected Territory and revise **Appendix F** provided however, that the Protected Territory shall continue to include a population of at least 100,000 people.

3.2 Our Reservation of Rights. Except as otherwise expressly provided in Section 3.1(b) (Protected Territory), we and all our Affiliates (and our and their respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all of our rights with respect to the Marks, the System and Businesses anywhere in the world, and the right to engage in any business whatsoever, including the right to:

(a) operate, and/or grant to others the right to operate, Competitive Businesses offering similar or identical products, services, and classes and using the System or elements of the System (i) under the Marks anywhere outside of the Protected Territory or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Protected Territory;

(b) offer to sell, or sell and distribute, any products or services under any trade names, trademarks, service marks or trade dress, including the Marks, anywhere through any distribution channels or methods, which may include retail stores, wholesale, and the Internet (or any other existing or future form of electronic commerce); and

(c) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere or business conducted anywhere and, even if such businesses are located in the Protected Territory, (i) convert the other businesses to the ROCKIN' JUMP name, (ii) permit the other businesses to continue to operate under another name, and/or (iii) permit the businesses to operate under another name and convert existing Businesses to such other name.

4. LOCATION SELECTION, LEASE OR PURCHASE OF LOCATION AND LOCATION DEVELOPMENT.

4.1 Location Selection. You acknowledge that, following your signing this Agreement, you (with or without our assistance) will find and submit to us for our acceptance a Location for your Business. You acknowledge and agree that our recommendation or acceptance of the Location, and any information regarding the Location communicated to you regarding our standard site selection criteria for Businesses, do not constitute a representation or warranty of any kind, express or implied, as to the suitability of the Location for a Business or for any other purpose. Our recommendation or acceptance of the Location indicates only that we believe that the Location falls within the acceptable criteria for locations that we have established as of the time of our recommendation or acceptance of the Location. You acknowledge and agree that your selection of the Location is based on your own independent investigation of the suitability of the Location. We have the right to grant or withhold acceptance of any proposed Location in our business judgment.

4.2 Purchase Or Lease Of The Location. You must lease, sublease or purchase the Location within nine months after signing this Agreement. Your failure to sign a lease within this timeframe constitutes grounds for immediate termination of this Agreement under Section 15.2 (Termination By Us) and the loss of your non-refundable Initial Franchise Fee. We have the right, but not the obligation, to review the business terms of any lease, sublease or purchase contract for the Location, and you agree to deliver a copy to us for our review before you sign it. You agree that any lease or sublease for the Location must, in form and substance satisfactory to us, include all of the provisions set forth on **Appendix E** attached hereto. You may not execute a lease, sublease purchase contract or any modification thereof without our approval. Our approval of the lease, sublease or purchase contract does not constitute a warranty or representation of any kind, express or implied, as to its fairness or suitability or as to your ability to comply with its terms. We do not, by virtue of approving the lease, sublease or purchase contract, assume any liability or responsibility to you or to any third parties. Such approval indicates only that we believe that the Location and certain terms of the lease, sublease or purchase contract fall within the acceptable criteria we have established as of the time of our approval. You further acknowledge that we have advised you to seek legal counsel to review and evaluate the lease. You must deliver a copy of the fully signed lease, sublease or purchase contract to us within five days after its execution.

4.3 Location Development.

(a) Development. You are solely responsible for developing the Business and for all expenses associated with it. We will furnish you with mandatory specifications and layouts for a Business, including requirements for dimensions, design, image, interior layout, decor, Operating Assets, and color scheme and other suggestions. The mandatory specifications and layouts we provide will not contain the requirements of any federal, state or local laws, codes or regulations. You are obligated to have prepared, at your expense, all required construction plans and specifications to suit the shape and dimensions of the Location and to ensure that such plans and specifications comply with all Applicable Laws, building codes and permit requirements and with lease requirements and restrictions, including those concerning the Americans with Disabilities Act (“**ADA**”) or similar rules governing public accommodations for persons with disabilities. We will furnish such guidance to you in developing the Location as we deem appropriate.

(b) **Plans.** You must submit all such modified plans and specifications, including design specifications, to us for our approval before starting to develop the Location. You acknowledge that design quality is important to us. All final plans are subject to our approval. At our request, you must submit all revised or “as built” plans and specifications. All development and any signage must be in accordance with the plans and specifications we have approved and must comply with all Applicable Laws, ordinances and local rules and regulations. We may periodically inspect the Location during its development. We do not, by approving your plans or specifications or inspecting the Location, assume any liability or responsibility to you or to any third parties. Such approvals and inspections shall be solely for the purpose of assuring compliance with our standards and shall not be construed as any express or implied representation or warranty that your Business complies with any Applicable Laws (including the ADA or any other laws regulating standards for the access to, use of, or modifications of buildings for any by persons whose disabilities are protected by law) or that the construction thereof is sound or free from defects. All prototype and modified plans and specifications for your Business remain our sole and exclusive property, and you may claim no interest therein.

(c) **Construction.** You must employ a general contractor acceptable to us. You must procure all applicable construction insurance in amounts and coverages acceptable to us. You must provide us with weekly progress reports during construction in a format acceptable to us. We have the right to visit and inspect, the site during the construction phase. Such visits shall be at our expense, except for visits made upon your request, which shall be at your expense. The requirement to complete construction of your Business includes obtaining all required construction and occupancy licenses and permits, developing the Location (including all outdoor features and landscaping of the Location, if applicable), installing all required Operating Assets, and doing all other things as may be required pursuant to this Agreement or by practical necessity to have your Location ready to open for business.

(d) **Force Majeure.** Notwithstanding anything to the contrary contained in this Section 4.3, you shall not be deemed to be in breach of this Section 4.3 if your failure to start construction, finish construction or open your Business as above provided results solely from windstorms, rains, floods, earthquakes, typhoons, mudslides, fires or other natural disasters. Any delay resulting from any of such causes shall extend performance accordingly, in whole or in part, as may be reasonable, except that no such cause, alone or in combination with other causes, shall extend performance more than 90 days without our prior written consent, which consent may be withheld.

4.4 Your Obligations. You agree, at your own expense, to do the following with respect to developing the Business at the Location:

- (a) secure all financing required to develop and operate the Business;
- (b) obtain all permits and licenses required to construct and operate the Business;
- (c) construct all required improvements to the Location and decorate the Business in compliance with plans and specifications we have approved, and which comply with all governmental requirements;
- (d) purchase or lease and install all required Operating Assets required for the Business; and

(e) purchase an initial inventory of authorized and approved products, materials and supplies.

4.5 Operating Assets. You agree to use in developing and operating the Business only those Operating Assets that we have approved for Businesses as meeting our specifications and standards for quality, design, appearance, function and performance. You agree to place or display at the Location (interior and exterior) only such signs, emblems, lettering, logos and display materials that we approve from time to time. See Section 9.6 (Products, Supplies, Operating Assets, and Services) for details relating to the acquisition of the Operating Assets.

4.6 Start-Up Inventory. Subsequent to your execution of this Agreement and prior to your commencement of operations hereunder, we will give you lists of the start-up inventory we require you to obtain prior to commencing operations hereunder. See Section 9.5 (Products and Services You May Offer) and 9.6 (Products, Supplies, Operating Assets, and Services) for details relating to your inventory.

4.7 Business Commencement. You agree not to commence operation of the Business until:

(a) we approve the Business as developed in accordance with our specifications and standards;

(b) pre-opening training has been completed by you, your Responsible Person, and/or your employees to our as provided in Section 6.1 (Training);

(c) you have given us a copy of your lease, sublease or purchase contract for the Location;

(d) the Initial Franchise Fee and all other amounts then due to us have been paid;

(e) we have been furnished with copies of all insurance policies required by this Agreement and been named as an additional insured, or such other evidence of insurance coverage and payment of premiums as we request or accept; and

(f) you have obtained all required permits, licenses and certifications for operating the Business, and the Location is in compliance with all Applicable Laws.

4.8 Commencement Deadline. You agree to commence Business operations within 18 months after the execution of this Agreement and within five days after we notify you that the conditions set forth in this Section have been satisfied.

4.9 Grand Opening Marketing. You agree to conduct grand opening marketing for the Business. The grand opening marketing period is the period beginning a minimum of 120 days immediately preceding the date that you commence regular operations at the Business to the date you commence regular operations at the Business. You must spend a minimum of \$20,000 for your pre-opening marketing obligations (the “**Grand Opening Marketing Expense**”), but we reserve the right to require a higher amount up to \$60,000 depending on factors related to your Business such as location, competition, densities or other factors. We have the right to audit your expenditures to ensure your compliance with our guidelines. Such

pre-opening marketing will utilize marketing and public relations programs and media and advertising materials we have approved.

4.10 Opening Assistance. If you (or any of your Affiliates) have not previously owned or managed a Business, we may provide you with such opening operational assistance as we deem appropriate to assist you in starting your operations, including on-site opening assistance for as scheduled by us in our discretion.

4.11 Relocation. You may not relocate the Business without our prior written consent. Such approval will not be unreasonably withheld, provided that (i) the new location for the Business premises is satisfactory to us and you comply with our then-current real estate requirements, (ii) your lease, if any, for the new location complies with our then-current requirements, (iii) you comply with our then-current requirements for constructing and furnishing the new location, (iv) the new location will not, as determined in our sole discretion, materially and adversely affect the revenue of any other Business, (v) you have fully performed and complied with each provision of this Agreement within the last three years prior to, and as of, the date we consent to such relocation (the “**Relocation Request Date**”), and (vi) you are not in default under this Agreement as of the Relocation Request Date. If your Location lease expires or is otherwise terminated, you must secure our approval of another site and enter into a lease, sublease, or purchase agreement for the new approved site within 90 days. If we consent to the Business’s relocation, we have the right to charge you for the expenses we incur in connection with the relocation. We reserve the right to terminate this Agreement if you fail to secure a new approved site within 90 days after you lose the original lease or sublease.

5. FEES.

5.1 Initial Franchise Fee. You agree to pay us a nonrecurring and nonrefundable initial franchise fee in the amount of Sixty Thousand Dollars (\$60,000), that shall be due when you execute the Agreement (the “**Initial Franchise Fee**”). The Initial Franchise Fee is non-refundable.

5.2 Royalty Fee. You agree to pay us a nonrefundable royalty (the “**Royalty Fee**”) per Accounting Period via EFT. The Royalty Fee your Business will pay shall be equal to 6% of the Total Gross Revenue for the Business. We will collect the Royalty Fee on the Royalty Billing Day, payable twice per month on the 16th and the first day after month end, pursuant to our Methods of Operation, via the EFT initiated by us or by a third party authorized by us from the designated account identified in Section 5.5 (Designated Account), or by such other means as we may authorize and approve.

5.3 Ad Fee. You agree to contribute to the NAF such amounts that we prescribe from time to time, not to exceed 2% of the Total Gross Revenue for the Business (the “**Ad Fee**”), payable twice per month on the 16th and the first day after month end. We reserve the right to increase or decrease the Ad Fee upon 30 days’ notice to you, but any increase shall not exceed two and one-half percent (2.5%) of Total Gross Revenue.

5.4 Other Fees. You agree to pay us or our Affiliates such other fees that are set forth in this Agreement or that we otherwise impose, including any fees related to your required participation in the Mandatory Liability Program as described in Section 9.9(a) (Mandatory Liability Program). Such fees shall be due at the same time and payable in the same manner as the Royalty Fee, unless different payment terms are expressly stated for such fees at the time they are imposed or thereafter.

5.5 Designated Account. Prior to the opening of the Business, and as a condition thereof, you shall establish a designated bank account from which we or our authorized designee shall be authorized to withdraw in any manner which we prescribe, which may include EFT or wire transfer, any amounts due to us, our Affiliates or any supplier from you under this Agreement, including Royalty Fees, Ad Fees, fees related to our Mandatory Insurance Liability Program, and, if we collect them from you, your Local Advertising Funding Requirement. We have the right to review your sales numbers on a daily basis. On the day designated as your Royalty Billing Day, we or our authorized designee shall calculate the Royalty Fee due for that Accounting Period and withdraw such amount and any other amounts due under this Agreement, including any Ad Fees or other fees, directly from the designated account. All costs and expenses of establishing and maintaining such designated account, including transaction fees and wire transfer fees, shall be paid by you. You agree to maintain at all times sufficient funds in such designated bank accounts for such withdrawals.

5.6 Interest On Late Payments. All amounts which you owe us and do not pay us when due will bear interest after their due date at the lesser of: (a) the highest rate of interest permitted by law; or (b) 18% per annum. You acknowledge that this Section does not constitute our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Business.

5.7 Application Of Payments. Notwithstanding any designation you might make, we have the right to apply any of your payments to any of your past due indebtedness to us. You acknowledge and agree that we have the right to set off any amounts you or your owners owe us against any amounts we might owe you or your owners.

5.8 Authorized Supplier Payment. You acknowledge and agree that in order to ensure quality and consistency at all Businesses, we may require that you obtain goods or services from certain designated suppliers. Pursuant to our Methods of Operation, we may identify certain suppliers, that may include us, or any Affiliate, as a mandatory or approved supplier. You hereby acknowledge and agree that in the event we receive notice from any supplier that you are over 60 days past due on any payment to such supplier, and you have not provided any notice to the supplier disputing such overdue amount prior to our receipt of notice from the supplier concerning any such past due amount, you hereby authorize us to make payment on your behalf of any such overdue amount to such supplier. You acknowledge and agree we may pay any such overdue amount by withdrawing from your designated bank account an amount equal to the overdue amount owed to the supplier.

5.9 Non-Compliance Fee. In the event you are found in violation of any of the terms of this Agreement beyond any applicable cure period, we may impose a fee of \$250 per day for each day you remain out of compliance. If there is no cure period, the \$250 per day fine shall begin the day after we give you written notice. For any jumper who you do not obtain a waiver prior to them using the trampolines or other attractions at your Business, we have the right to charge you a fee of \$2,500 per violation and we also have the right to charge a \$2500 per violation if you fail to maintain required video of the Business. Nothing herein is intended to limit our rights of termination based on your violation of this Agreement.

5.10 Inspection And Compliance Reimbursement. You agree to reimburse us for our actual costs if, after an inspection of your Business, we determine (in our business judgment) that additional follow up inspections or assessments are required. Our actual costs may include (but are not necessarily limited to) travel, meal and hourly wage expenses.

6. TRAINING, ASSISTANCE, AND METHODS OF OPERATION.

6.1 Training. Before the Business begins operating, we will furnish initial training on the operation of a Business to you (or, if you are an Entity, your Responsible Person), and up to two additional Owners or employees you elect to enroll in the training program, that we approve. As of the Effective Date, initial training consists of 17 working days of hands-on and classroom training for you (or your Responsible Person), and your Owners or employees to be furnished at our training location or at an operating Business and at your location. You (or your Responsible Person), and your Owners or employees are required to complete the initial training to our satisfaction. If you are an existing franchisee and you have previously completed our initial training program, you will not be required to attend the initial training program, however, we may require that certain of your employees and that any new general manager complete the initial training program. You also are required to participate in all other activities required to operate the Business. Although we will furnish initial training to you (or your Responsible Person) and up to two additional Owners or employees at no additional fee or other charge, you will be responsible for all travel and living expenses and compensation which you (or your Responsible Person) and your Owners or employees incur in connection with training. If we determine that you (or your Responsible Person) are unable to complete initial training to our satisfaction, we have the right to terminate this Agreement pursuant to Section 15.1 (Termination By Us). As of the Effective Date we do not have plans to change the initial training, but we reserve the right to do so. If the initial training changes before you enroll in the training program you, your Owners and your employees will be required to complete the initial training that is required of franchisees at such time.

6.2 Refresher Training. We may require you (or your Responsible Person) and/or previously trained and experienced employees to attend periodic refresher training courses at least once a year or at such times and locations that we designate at your sole cost and expense, and we may charge reasonable fees for such courses. We also may require you to pay us fees for training additional employees or your new employees hired after your Business commences operations. Currently, we charge \$500 per day per trainer, plus all travel expenses if the training occurs at your location.

6.3 General Guidance. We may advise you from time to time regarding operating issues concerning the Business disclosed by reports you submit to us or on-site inspections we make from time to time. Such guidance may be furnished in our Operations Manual, bulletins, e-mails, through our company intranet or other written materials or by any electronic transmission and/or during telephone consultations and/or consultations at our office or the Business. In addition, we may furnish guidance to you with respect to:

- (a) standards, specifications and operating procedures and methods utilized by the Business;
- (b) purchasing required Operating Assets, products, materials and supplies;
- (c) advertising and marketing program approvals;
- (d) employee training;
- (e) administrative, bookkeeping and accounting procedures;
- (f) use of authorized and approved Technology Systems; and

(g) sample or template forms or documents. ANY SUCH SAMPLE OR TEMPLATE FORMS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED AS LEGAL ADVICE. WE DO NOT WARRANT THE COMPLETENESS, LEGALITY OR ENFORCEABILITY OF ANY DOCUMENT OR INFORMATION PROVIDED BY US. YOU SHOULD RETAIN YOUR OWN LEGAL COUNSEL TO REVIEW AND REVISE ANY SUCH DOCUMENT OR INFORMATION TO CONFORM TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

6.4 On-Site Consultation And Additional Guidance. During the term of this Agreement, additional guidance may be provided in any of the following ways:

(a) Internet and telephone consultation during such times as are outlined in the Operations Manual;

(b) wholesaling services whereby we may ourselves act as an approved or designated source for products, merchandise, accessories, Operating Assets, etc.;

(c) website and social media marketing assistance;

(d) ongoing marketing programs (not collateral) to fulfill our obligations in Section 10 (Marketing);

(e) meetings, seminars or conferences whereby we may get together with you and other franchisees for business or social purposes;

(f) research and development regarding Methods of Operation; and/or

(g) at your request, we may furnish additional guidance and assistance and, in such a case, may charge the per diem fees (currently \$500 per day per trainer) and charges we establish from time to time. If you request, or if we require, additional or special training for your employees, all of the expenses that we incur in connection with such training, including per diem charges and travel and living expenses for our personnel, will be your responsibility.

6.5 Operations Manual. During the term of this Agreement, we will allow you to access or borrow our then-current Operations Manual. In our discretion, we may provide you the Operations Manual in paper or electronic form. The information provided contains mandatory and suggested specifications, standards, operating procedures and rules that we prescribe from time to time for the operation of a Business and information relating to your other obligations under this Agreement and related agreements. We may modify the Operations Manual from time to time to reflect changes in the law, marketplace or our Methods of Operation. The Operations Manual and our Methods of Operations constitute confidential trade secrets and will remain our property. You agree to keep your copy of any bound operations manual and any information we share with you that is a part of our Methods of Operation and/or Operations Manual confidential pursuant to your confidentiality obligations set forth in this Agreement. You further agree to keep all such information secure whether hard copies located at the Business or by keeping all password protected electronic information secure. You agree that these requirements are reasonable and necessary to preserve the identity, reputation, value and goodwill of the system.

6.6 Annual Convention. You or at least one representative identified by you will be required to attend our annual convention at a location to be determined by us in our sole

discretion ("Convention"). You will pay all Convention fees established by us for each person attending the Convention, and you will also be responsible for all expenses, including travel, meals and living costs, wages and other expenses incurred by the persons attending the Convention on your behalf. If you have not paid the Convention fees owed to us, fifteen (15) days before the Convention begins, the Convention fees will be automatically debited from your bank account. No Convention fees shall be refundable.

7. MARKS.

7.1 Ownership And Goodwill Of Marks. Your right to use the Marks is derived solely from this Agreement and limited to your operation of the Business pursuant to and in compliance with this Agreement and the Methods of Operation. Your unauthorized use of the Marks will be a breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that your usage of the Marks and any goodwill established by such use will be exclusively for our and our Affiliates' 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 Business in compliance with this Agreement). All provisions of this Agreement applicable to the Marks apply to any additional proprietary trademarks and service marks and commercial symbols we authorize you to use. You will not represent in any manner that you have any ownership in the Marks or the right to use the Marks except as provided in the Agreement and in the Operations Manual.

7.2 Limitations On Your Use Of Marks. You agree to use the Marks as the sole identification of the Business, except that you agree to identify yourself as the independent owner thereof in the manner we prescribe. You may not use any Marks, or any name that is confusingly similar with any Marks as part of any corporate or legal business name or as part of an Internet domain name or Internet e-mail address or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you hereunder), or in any modified form, nor may you use any Marks in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. No Marks may be used in any advertising concerning the transfer, sale or other disposition of the Business or an ownership interest in you. You agree to display the Marks in the manner we prescribe at the Business, on supplies or materials we designate and in connection with forms and advertising and marketing materials. You agree to give such notices of trademark and service marks registrations; i.e., "®", "™", as we specify and to obtain any fictitious or assumed name registrations required under Applicable Law. You agree to withdraw any fictitious or assumed name registrations immediately upon termination or expiration of this Franchise Agreement.

7.3 Notification Of Infringements And Claims. You agree to notify us immediately of any apparent infringement or challenge to your use of any Marks, or of any claim by any person of any rights in any Marks, and agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have the right to take such action as we deem appropriate and the right to control exclusively any litigation, United States Patent and Trademark Office ("USPTO") proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Marks. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or USPTO proceeding or other proceeding or otherwise to protect and maintain our interests in the Marks.

7.4 Discontinuance Of Use Of Marks. If it becomes advisable at any time for us and/or you to modify or discontinue the use of any Marks and/or use one or more additional or substitute trademarks or service marks, you agree to comply with our directions within a reasonable time after receiving notice thereof. We will not be obligated to reimburse you for any expenses or loss of revenue attributable to any modified or discontinued Marks or for any expenditures you make to promote a modified or substitute trademark or service mark.

7.5 Indemnification Of Franchisee. 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 authorized use of any Mark pursuant to and in compliance with this Agreement and, except as provided herein, for all costs you reasonably incur in defending any such claim brought against you, provided you have timely notified us of such claim and provided further that you and your Owners and Affiliates are in compliance with this Agreement and all other agreements entered into with us or any of our Affiliates. We are entitled to prosecute, defend and/or settle any proceeding arising out of your use of any Mark pursuant to this Agreement, and, if we undertake to prosecute, defend and/or settle any such matter, we have no obligation to indemnify or reimburse you for any fees or disbursements of any legal counsel retained by you.

8. CONFIDENTIAL INFORMATION.

8.1 Confidential Information. We possess (and will continue to develop and acquire), and may disclose to you either orally or in writing, certain confidential information relating to the development and operation of Businesses (the “**Confidential Information**”), which may include:

- (a) site selection criteria and methodologies;
- (b) plans and specifications for the development of Businesses;
- (c) the Methods of Operation methods and knowledge and experience used in developing and operating Businesses, including the Operations Manuals;
- (d) sales, marketing and advertising programs and techniques for Businesses;
- (e) marketing research and promotional, marketing, advertising, public relations, customer relationship management and other brand-related materials and programs for Businesses;
- (f) knowledge of specifications for and suppliers of certain Operating Assets, products, materials and supplies;
- (g) knowledge of the operating results and financial performance of Businesses other than the Business;
- (h) methods of training and management relating to Businesses;
- (i) customer communication and retention programs, along with data used or generated in connection with those programs;

(j) computer system and software programs used or useful in Businesses;
and

(k) any and all other information related to the Business or Businesses generally that we reasonably designate from time to time as confidential or proprietary. This includes all customer and membership lists and information for the Business and Businesses generally.

“Confidential Information” does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of you, (ii) information disclosed to you by a third party having legitimate and unrestricted possession of such information, or (iii) information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when the parties began discussing the sale of the franchise.

8.2 Nondisclosure of Confidential Information. We will disclose the Confidential Information to you solely for your use in the operation of your Business. The Confidential Information is proprietary to us and our Affiliates and includes our trade secrets. During the term of this Agreement and thereafter: (a) you and your Owners may not use the Confidential Information in any other business or capacity; (b) you and your Owners must exert your best efforts to maintain the confidentiality of the Confidential Information; (c) you and your Owners may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; and (d) you and your Owners must implement all reasonable procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including the use of nondisclosure agreements (in a form that we prescribe or approve that identifies us as a third party beneficiary of such agreements with the independent right to enforce the agreement) with your Owners, officers, directors, managers, assistant managers, shift supervisors, and any other individuals who have access to the Confidential Information, which you must deliver to us. At the end of the term of this Agreement, you and your Owners must deliver to us all such Confidential Information in your possession. You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to utilize Confidential Information disclosed to you in operating the Business during the term of this Agreement, and that the use or duplication of any Confidential Information in any other business will constitute an unfair method of competition and a violation of this Agreement.

8.3 Customer Information.

(a) **Protection of Customer Information.** You must comply with our Methods of Operation, other directions from us, and all Applicable Laws regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Customer Information on your Technology System or otherwise in your possession or control and, in any event, employ reasonable means to safeguard the confidentiality and security of Customer Information. You shall at all times be in compliance with the Payment Card Industry Data Security Standards. “**Customer Information**” means names, contact information, financial information and other personal information of or relating to the Business’s customers and prospective customers. If there is a suspected or actual breach of security or unauthorized access involving your Customer Information, you must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which Customer Information was compromised or disclosed. You are responsible

for any financial losses you incur or remedial actions that you must take as a result of a breach of security or unauthorized access to Customer Information in your control or possession.

(b) **Ownership of Customer Information.** You agree that all Customer Information that you collect in connection with your Business is deemed to be owned by us, and must be furnished to us at any time that we request it. In addition, we and our affiliates may, through the Technology System or otherwise, have independent access to Customer Information.

(c) **Use of Customer Information.** You have the right to use Customer Information while this Agreement or a successor franchise agreement is in effect, but only to market ROCKIN' JUMP products and services to customers in accordance with the policies that we establish periodically and Applicable Laws. You may not sell, transfer, or use Customer Information for any purpose other than marketing ROCKIN' JUMP products and services. We and our Affiliates may use Customer Information in any manner or for any purpose. You must secure from your actual and prospective customers and others all consents and authorizations, and provide them all disclosures, that Applicable Law requires to transmit Customer Information to us and our Affiliates, and for us and our Affiliates to use that Customer Information, in the manner that this Agreement contemplates.

9. ROCKIN' JUMP METHODS OF OPERATION.

9.1 Compliance With Methods Of Operation. You acknowledge that each and every aspect of the interior and exterior appearance, layout, decor, services and operation of your Business is important to protect our reputation and goodwill and to maintain uniform operating standards under the Marks. Any required standards exist to protect our interest in the System and the Marks, and are not for the purpose of establishing any control, or the duty to take control, over those matters that are clearly reserved to you. You agree to operate and maintain the Business in full compliance with any mandatory specifications, standards, and operating procedures set forth in our Methods of Operation and Operations Manual, as we periodically modify and supplement them during the term of this Agreement, relating to the appearance, function, cleanliness or operation of a Business. Your Business may not be used for any purpose, other than the operation of a Business in compliance with this Agreement. You agree that your Business will offer courteous and efficient service and a pleasant ambiance. You must keep the Business open for business to the public at least during the hours we prescribe from time to time in the Operations Manual or otherwise approve, unless prohibited by Applicable Laws or by the lease for the Location.

9.2 Provisions Of This Agreement. You agree that the Methods of Operation prescribed from time to time in the Operations Manual, or otherwise communicated to you in writing or other tangible form, constitute provisions of this Agreement as if fully set forth herein. All references to this Agreement include the Operations Manual and all of the Methods of Operation as may be periodically modified.

9.3 Modification Of Methods Of Operation. We may periodically modify the Methods of Operation, which modifications may include regional or local variations as we determine, provided, however, that such modifications will not alter your fundamental status and rights under this Agreement. You acknowledge that any modifications to the Methods of Operation may obligate you to invest additional capital in the Business ("**Capital Modifications**") and/or incur higher operating costs. We will not obligate you to make any Capital Modifications when such investment cannot, in our reasonable judgment, be amortized

during the remaining term of this Agreement, unless we agree to extend the term of this Agreement so that such additional investment, in our reasonable judgment, may be amortized, or unless such investment is necessary in order to comply with Applicable Laws.

9.4 Condition Of Your Business.

(a) **Maintenance.** You must maintain your Business's condition and appearance so that it is attractive, clean and efficiently operated in accordance with the Operations Manual. You agree to maintain your Business's condition and appearance and to make such modifications and additions to its layout, decor, operations, and general theme as we require from time to time, including replacement of worn-out or obsolete Operating Assets, repair of the interior and exterior and appurtenant parking areas, and periodic cleaning and redecorating. If at any time the general state of repair, appearance or cleanliness of your Business, or its Operating Assets, does not meet our standards, we may notify you and specify the action you must take to correct such deficiency. If, within ten days after receiving such notice, you fail or refuse to initiate and thereafter continue in good faith and with due diligence a bona fide program to complete such required maintenance, we have the right (in addition to our rights under Section 15 (Termination of this Agreement), but not the obligation, to enter the Location and do such maintenance on your behalf and at your expense. You must promptly reimburse us for such expenses.

(b) **Remodeling and Upgrades.** You must periodically re-equip, upgrade and/or remodel your Business pursuant to our plans and specifications, provided, however, that, with the exception of signage, we will not require substantial remodeling more often than every four years during the term of this Agreement. In addition, on or about the tenth anniversary of the Effective Date, we have the right, in our business judgment, to require that you fully remodel and/or expand the Business, add or replace improvements, equipment and signs and otherwise modify the Business as we require to bring it into compliance with specifications and standards then applicable for Businesses, or if you are unable to maintain possession of the Location, or if in our judgment the Business should be relocated, you must secure substitute premises we approve, develop such premises in compliance with specifications and standards then applicable for Businesses and continue to operate the Business at the Location until operations are transferred to the substitute premises.

(c) **Repair and Reconstruction.** If your Business is damaged or destroyed by fire or other casualty, you must initiate within 30 days (and continue until completion) all repairs or reconstruction to restore your Business to its original condition. If, in our reasonable judgment, the damage or destruction is of such a nature that it is feasible, without incurring substantial additional costs, to repair or reconstruct your Business in accordance with our then-standard layout and decor specifications, we may require you to repair or reconstruct your Business in accordance with those specifications. You may not make any alterations to your Business, nor any replacements, relocations or alterations of Operating, without our written approval. We have the right, at your expense, to rectify any replacements, relocations or alterations not previously approved by us.

9.5 Products and Services You May Offer.

(a) **Offerings.** You agree that your Business will offer for sale such services, products, and merchandise related to the concept that we determine from time to time to be appropriate for your Business. You further agree that your Business will not, without our written approval, offer any services, products (including promotional items), or attractions not then

authorized by us. In addition, you must offer the specific products, services, and attractions that we require in the Operations Manual or otherwise in writing. You may sell products and services only in the varieties, forms, and packages that we have approved in accordance with our Methods of Operation. We may change these specifications periodically, and we may designate specific products, services, or attractions as optional or mandatory. You must maintain a sufficient supply of required products to meet the inventory standards we prescribe in the Operations Manual (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards) and you must purchase such required products from approved suppliers prescribed by us from time to time. You may not install or operate any video, arcade, lottery games or games of chance, which are strictly prohibited from your Business.

(b) Test Marketing. We may conduct market research to determine consumer trends and salability of new services and products. You agree to cooperate by participating in our market research programs; by test marketing new services and merchandise in your Business and providing us timely reports and other relevant information regarding such market research. You must purchase a reasonable quantity of such test products and make a reasonable effort to sell them.

9.6 Products, Supplies, Operating Assets, and Services.

(a) Purchases. We have the right to require that products, supplies, Operating Assets, and services that you purchase for resale or purchase or lease for use in your Business: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased or leased only from a single source that we designate (which may include us or our Affiliates or a buying cooperative organized by us or our Affiliates). To the extent that we establish specifications, require approval of suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the Operations Manual or otherwise in writing. You will establish independent commercial relationships with our approved suppliers for specific items and with other suppliers for the goods and services for which we only provide specifications.

(b) Revenue from Purchases. You acknowledge and agree that we and/or our Affiliates may derive revenue based on your purchases and leases, including from charging you for products and services we or our Affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our Affiliates may use all amounts received from suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our Affiliates deem appropriate. If you derive any revenue based on payments or promotional allowances received from suppliers and/or distributors, you must report to us the details of the arrangement and such revenue shall be included as part of your Total Gross Revenue

(c) Approval Process. If you would like to offer products, services, or classes or use any supplies, Operating Assets, or services that we have not approved or to purchase or lease from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. We

may require the proposed supplier or service provider to visit our headquarters to evaluate the proposed supplier or service provider in person. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. You acknowledge that the products and services that we approve for you to offer or use in your Business may differ from those that we permit or require to be offered or used in other Businesses.

(d) Revocation of Approval. We reserve the right to reinspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider at and to revoke approval of the item, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to cease purchasing or leasing the formerly-approved item or service or any items or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved items and services as we direct. If we revoke approval of a previously-approved product that you have been selling to customers or service that you have been offering to customers, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly-approved inventory as we direct.

9.7 Compliance With Laws. You must maintain in force in your name all required license permits and certificates relating to the operation of your Business. You must operate your Business in full compliance with all Applicable Laws. You must notify us in writing immediately upon the commencement of any legal or administrative action, or the issuance of an order of any court, agency or other governmental instrumentality, which may adversely affect the development, occupancy or operation of your Business or your financial condition; or the delivery of any notice of violation or alleged violation of any Applicable Law, including those relating to health or sanitation at your Business. All of your advertising and promotion must be completely factual and must conform to the highest standards of ethical advertising. In all dealings with us, as well as your customers, suppliers, lessors and the public, you must adhere to the highest 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, to the business of other Businesses or to the goodwill associated with the Marks. You agree to keep up-to-date on the developing ASTM standards for the safe operations of trampoline parks and to comply with such standards.

9.8 Personnel.

(a) Your Responsibility. You are solely responsible for all employment decisions with respect to your personnel, including hiring, firing, compensation, benefits, training, supervision and discipline, regardless of whether you receive any advice from us on any of these subjects. We do not require you to implement any employment-related policies or

procedures or security-related policies or procedures that we (at our option) may make available to you in the Operations Manuals or otherwise for your optional use. You shall determine to what extent, if any, these policies and procedures may be applicable to your operations at the Business. Any training that we provide to your employees will be limited to teaching them brand standards and about the System.

(b) **Management.** Your Business must be staffed by at least one trained general manager and appropriate numbers of assistant managers, shift supervisors, and personnel so that all shifts are staffed by at least one assistant manager or shift supervisor, unless otherwise approved by us.

9.9 Insurance.

(a) **Mandatory Liability Program.** We and our affiliates have established a mandatory program for insurance coverage and risk management, as amended from time to time in our sole discretion (the “**Mandatory Liability Program**”). You agree to participate in the Mandatory Liability Program and any subsequent or additional mandatory insurance program we or our affiliates may create. You also agree to pay all fees related to such programs, which we or our affiliates may determine in our or their sole discretion and may include ongoing participation fees and claims-related fees and expenses. We and our affiliates may use or distribute any fees that we or they collect from you that are related to the Mandatory Liability Program for any purpose, without limitation. The continuation of the Mandatory Liability Program is dependent on many factors and nothing herein shall constitute a guarantee or promise that we will continue to offer the Mandatory Liability Program, or any particular coverage or service included therein, that the any fees related to the program will remain the same, or that the Mandatory Liability Program will continue being offered during the term of this Agreement or for any other time period.

(b) **Other Insurance.** Unless included in the Mandatory Liability Program, you must procure and maintain in force from an insurance company with an “A” or better rating by AM Best and a Financial Rating of “VII” or better primary insurance coverage as follows: (i) commercial general liability insurance (including completed/operations/product liability, and coverage for any consolidated claims against us and our Affiliates); (ii) Special Form property insurance, including fire and extended coverage, vandalism and malicious mischief insurance for 100% of the replacement value of your Business and its contents; and (iii) such other insurance policies, such as business interruption insurance, professional liability insurance, abuse and molestation insurance, automobile insurance, unemployment insurance, excess umbrella insurance and workers’ compensation insurance (with a broad form all-states endorsement) as we may determine periodically and as required by Applicable Laws. Your obligation to maintain insurance coverage is not diminished in any manner by reason of any separate insurance we may choose to maintain, nor does it relieve you of your indemnification obligations under this Agreement.

(c) **Policy Requirements.** We may from time to time require that you obtain the required insurance coverage from approved vendors, which may include us or our Affiliates. All insurance policies must (i) be approved by us (as set forth in the Operations Manual or otherwise in writing); (ii) contain such types and minimum amounts of coverage, exclusions and maximum deductibles as we prescribe from time to time in our Operations Manual or otherwise in writing from time to time; (iii) name us and our Affiliates as additional insureds; (iv) provide for 30 days’ prior written notice to us of any material modification, cancellation or expiration of such

policy; and (v) include such other provisions as we may require from time to time. Excess and Surplus Lines insurance is specifically prohibited.

(d) Our Right to Acquire. You must furnish us with a Certificate of Insurance on an annual basis. If you fail or refuse to maintain any required insurance coverage, including failing to pay the fees for the Mandatory Liability Program or for any mandatory insurance program provided by us, our Affiliate or any approved vendor, or to furnish satisfactory evidence thereof, we, at our option and in addition to our other rights and remedies hereunder, may obtain such insurance coverage on your behalf. If we do so, you must fully cooperate with us in our effort to obtain such insurance policies and pay us any costs and premiums we incur.

(e) Business Interruptions. For any interruption in the operation of the Business, you shall continue to pay us, during such period of interruption, continuing Royalty Fees based on the average monthly Royalty Fees paid by you during the 12 months immediately preceding the period of interruption, if you have business interruption insurance.

9.10 Quality Control. We have the right to establish “quality control” programs, such as a “mystery shopper” or “secret shopper” program, a customer satisfaction measurement program, and/or a “customer intercept” program, to ensure the highest quality of service and products in all Businesses. You shall participate in any such quality control programs, and bear your pro-rata share, as determined by us, of the costs of any such program.

9.11 Pricing Policies. If we determine that we may lawfully require you to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, you must adhere to our pricing policies as set forth in the Operations Manual or otherwise in writing from time to time. You must provide us with your current price list upon our request.

9.12 Technology System.

(a) Use of Technology System. You must obtain, maintain, and use the Technology System that we specify in your Business. You must use the Technology System to (i) enter and track purchase orders and receipts, attendance, and customer information, (ii) update inventory, (iii) enter and manage your customers’ contact information, (iv) generate sales reports and analysis relating to the Business, (iv) manage waivers, and (v) provide other services relating to the operation of the Business. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require.

(b) Changes to Technology System. We may add, remove, or modify components of the Technology System periodically and may designate approved suppliers or specifications for such items. You must replace, upgrade, or update at your expense the Technology System as we may require periodically without limitation. You may be required to invest in and implement new technology initiatives at your own expense, which may include changes related to the acceptance of new payment methods, monitors, music, Internet TV broadcast, software management applications, surveillance systems, e-learning modules, and software applications designed to better manage business functions and control costs. We will establish reasonable deadlines for implementation of any changes to our Technology System requirements.

(c) **Restrictions on Technology System.** You agree: (i) that your Technology System will be dedicated for business uses relating to the operation of the Business; (ii) to use the Technology System in accordance with our policies and operational procedures; (iii) to transmit financial and operating data to us as required by the Operations Manual; (iv) to do all things necessary to give us unrestricted access to the Technology System at all times (including users IDs and passwords, if necessary) so that we may independently download and transfer data via a modem or other connection that we specify; (v) to maintain the Technology System in good working order at your own expense; (vi) to ensure that your employees are adequately trained in the use of the Technology System and our related policies and procedures; and (vii) not to load or permit any unauthorized programs or games on any hardware included in the Technology System. In the event that you use or download any unauthorized software, you shall be liable for all damages and problems caused by the unauthorized software in addition to the other remedies provided under this Agreement.

(d) **Security Cameras.** As part of the Technology System, you must install and maintain security cameras to our specifications that will be used to ensure that quality and safety standards are maintained. You must ensure that your security camera system is operational at all times and that we have independent access to your security system at all times.

(e) **Digital Communication.** You must, at your expense, communicate electronically with us, using methods that we designate, including e-mail and use of our Intranet. Your right to participate in the ROCKIN' JUMP web site or any intranet system we may develop or otherwise use the Marks or System on the internet or other on-line communicators terminates when this Agreement expires or terminates.

9.13 Reciprocal Membership/Coupons. You must participate fully in any reciprocal access program or company discount coupons that we may design or implement. You agree and acknowledge that when a person redeems any discounted coupons at your Business or uses your Business pursuant to a reciprocal access program, you are not entitled to reimbursement for membership fees or the cost of goods or services provided to the member as a reciprocal access benefit.

9.14 Non-Compliance. While the day-to-day operation of your Business and the safety and well-being of your customers is your responsibility, we reserve the right to turn off your access to the point-of-sale system, or limit the number of jumpers who can simultaneously be entered through the point-of-sale system, if we believe the safety or well-being of any of your customers are in danger, or if there are other significant quality breaches in the operation of your Business. Any such business interruption shall be without liability to us, and we will not be responsible for any lost profits or other damages you sustain.

9.15 Innovations. All ideas, concepts, procedures, techniques or processes relating to a Business or the System ("**Innovations**"), whether or not protectable intellectual property and whether created by or for you or your Owners or employees, must be promptly disclosed to us 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 any item does not qualify as a "work made-for-hire" for us, you will assign ownership of that item, and all related rights to that item, to us and agree to sign (and to cause your Owners, employees, and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our Affiliates have no obligation to make any payments to you or any

other person with respect to any Innovations. You may not use any Innovation in operating the Business or otherwise without our prior approval.

9.16 General Conduct. You will not, and will not allow your Owners or employees to, engage in conduct that, in our sole determination, may result in or tends to (a) degrade, offend, shock or insult the community, (b) ridicule public morals or decency, or (c) prejudice or harm us, our Affiliates, the Marks or the System generally. You will (and will ensure that your Owners and employees) conduct yourself with due regard to public conventions and morals.

10. MARKETING.

10.1 National Advertising.

(a) National Advertising Fund. Recognizing the value of advertising and marketing to the goodwill and public image of Businesses and the ROCKIN' JUMP brand, we have established and administer a National Advertising Fund ("**NAF**") for the creation and development of marketing, advertising and related programs and materials, including electronic, print and Internet media as well as the planning and purchasing of national and/or regional network advertising. You agree to contribute the Ad Fee to the NAF. We will direct all programs financed by the NAF and retain the right to determine the creative concepts materials and endorsements used therein and the geographic market and media placement and allocation thereof.

(b) Use of Funds. You agree that the NAF may be used to pay the costs researching, developing, administering and preparing national, regional, point of sale and local direct sales advertising and marketing strategy materials for use by the ROCKIN' JUMP brand and Businesses, including preparing and producing video, audio and written advertising materials; website design, development and updating; electronic advertising efforts, including search engine optimization and social media networks and related platforms; administering regional and multi-regional advertising programs, including purchasing direct mail and other media advertising; administrative and other costs associated with all NAF efforts; and employing advertising, promotion and marketing agencies to assist therewith and supporting public relations, market research and other advertising promotion and marketing activities and amounts expended pursuant to this Section. All payments, plus income earned therefrom, shall be used exclusively for the above-stated purposes, and shall not be used to defray any of our general operating expenses, except for reasonable salaries, administrative costs, travel expenses, overhead, and similar expenses we may incur in activities related to the administration of the NAF and all costs of development and preparing national, regional, point of sale, and local advertising materials for use within the System.

(c) Materials. We will furnish you with samples of advertising, marketing formats, promotional formats and other materials produced by the NAF at no additional cost to you when we deem appropriate. Multiple copies of such materials will be furnished to you at your direct cost of producing them plus any related shipping handling and storage charges.

(d) Advisory Council. We may, at our sole discretion, set up an advisory council to advise us on the operation of the NAF and spending of the Ad Fee and any other matters that we request ("**FAC**"). FAC will not have any decision-making authority and will be constituted, modified and dissolved by us, in our sole discretion. If we establish FAC, you must participate in all council-related activities and meetings and must pay any dues related to its administration.

10.2 Accounting. The NAF will be accounted for separately from our other funds. The NAF will have the right to negotiate and retain any commissions or marketing payments received from suppliers of any marketing or other materials or products. We may spend, on behalf of the NAF, in any fiscal year, an amount that is greater or less than the aggregate contribution of all Businesses to the NAF in that year and the NAF may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the NAF will be used to pay advertising costs before other assets of the NAF are expended. We will prepare an annual statement of monies collected and costs incurred by the NAF and furnish the statement to you upon written request. We have the right to cause the NAF to be incorporated or operated through a separate Entity at such time as we deem appropriate and such successor Entity will have all of the rights and duties specified herein.

10.3 Proportionality. You acknowledge that the NAF is intended to maximize recognition of the Marks and patronage of Businesses. Although we will endeavor to utilize the NAF to develop advertising and marketing materials and programs and to place advertising that will benefit all Businesses, we are not obligated to ensure that expenditures by the NAF in or effecting any geographic area are proportionate or equivalent to the contributions to the NAF by Businesses operating in that geographic area. Nor are we under any obligation to ensure that any Business will benefit directly or in proportion to its NAF contributions paid to the NAF from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you with respect to collecting amounts due to, or maintaining, directing or administering the NAF. We do not act as trustee or in any other fiduciary capacity with respect to the NAF.

10.4 Deferrals Or Reductions. We reserve the right to defer or reduce contributions of any Business franchisee and, upon 30 days' prior written notice to you, to reduce or suspend your payment of contributions to the NAF and suspend operations of the NAF for one or more periods of any length and to terminate (and if terminated to reinstate) the NAF. If the NAF is terminated, all unspent monies on the date of termination will be distributed to our franchisees in proportion to their respective contributions to the NAF during the preceding three month period, and amounts required to be paid pursuant to Section 10.1 (National Advertising) shall be added to amounts required to be expended pursuant to Section 10.5 (Local Advertising).

10.5 Local Advertising.

(a) **Obligation to Advertise.** You must participate in such advertising, promotional, and community outreach programs that we may specify from time to time, at your own expense. You must use your best efforts to promote the use of the Marks in your Territory. You must ensure that all of your advertising, marketing, promotional, customer relationship management, public relations and other brand related programs and materials that you or your agents or representatives develop or implement relating to the Business is completely clear, factual and not misleading, complies with all Applicable Laws, and conforms to the highest ethical standards and the advertising and marketing policies that we periodically specify. Any media advertising or direct mail marketing that you conduct must be predominantly focused within your Territory, unless we agree otherwise. There are no territorial restrictions from accepting business from retail customers that reside or work or are otherwise based outside of your Territory if these customers contact you, but we reserve the right to implement rules and restrictions regarding soliciting such customers in the future in our Manuals or otherwise in writing.

(b) **Approvals.** You must submit to us at least 30 days prior to their intended use, for our prior approval, a marketing plan and samples of all advertising and promotional materials not prepared or previously approved by us in the prior 12 months. You must obtain our advance written approval prior to using or producing any advertising or marketing materials using any of the Marks, in whole or in part. If you elect to work with an advertising agency, you must obtain our written approval of such advertising agency before you sign any contracts or share any Confidential Information with the advertising agency. You agree to conduct all advertising in a dignified manner and to conform to the standards and requirements we specify in the Operations Manuals. We will have the final decision on all creative development of advertising and promotional messages. If our written approval is not received within 15 days from the date we received the material, the material is deemed approved. We will own the copyright to anything so submitted, whether approved by us or not. We reserve the right to require you to discontinue the use of any advertising or marketing materials.

(c) **Local Advertising Funding Requirement.** In addition to the contributions you pay to the NAF and the Pre-Opening Marketing Expense, in the second, third and fourth months in which the Business is open, you must spend at least Twelve Thousand Dollars (\$12,000) per month (depending on the size of the Business and its location) on local advertising and promotional activities in your Territory (the “**Local Advertising Funding Requirement**”). Thereafter, you must spend a minimum of five percent (5%) of the Businesses’ Gross Revenue per month on local advertising on a quarterly basis..

(d) **Valid Expenditures.** The following expenses may count towards the Local Advertising Funding Requirement: (i) amounts contributed to advertising cooperatives; (ii) amounts spent by you for advertising media, such as television, radio, Internet, newspaper, billboards, posters, direct mail, collateral and promotional items, advertising on public vehicles (transit and aerial), and (iii) if not provided by us, cost of producing approved materials necessary to participate in these media. The following expenses do not count towards the Local Advertising Requirement: (a) permanent on-premises signs, (b) lighting, personnel salaries or administrative costs, (c) transportation vehicles (even though such vehicles may display the Marks), (d) Yellow Pages advertising, (e) discounts, (f) free offers, and (g) employee incentive programs. We have the right to modify or designate in the Operations Manual the types of expenditures that will or will not count toward the Local Advertising Funding Requirement.

(e) **Payment to Us.** At our request, you must submit appropriate documentation and we shall have the right to audit such documentation, to verify compliance with the Local Advertising Funding Requirement. If you fail to spend (or prove that you spent) the Local Advertising Funding Requirement in any month, then we may, in addition to and without limiting our other rights and remedies, require you to pay us the shortfall as an additional Ad Fee or to pay us the shortfall for us to spend on local marketing for your Business. In addition, we may require you to pay the Local Advertising Funding Requirement to us for us to use to administer your local advertising (or to reimburse you, up to an amount not to exceed the monies so collected, for the costs incurred by you in implementing local marketing plans developed by you and approved by us) if, in our business judgment, we determine that (i) you are under-performing, (ii) our participation is appropriate or necessary, or (iii) you have failed to comply with the Local Advertising Funding Requirement. If we require you to pay the Local Advertising Funding Requirement, you must pay it to us in the same manner and at the same time as the Royalty Fees.

10.6 Advertising Cooperatives. We have the right to establish or approve local and/or regional advertising cooperatives for Businesses in your local or regional areas, covering such geographical areas as we may designate from time to time. You must participate in any such cooperative and its programs and abide by its by-laws. If your Business is within the territory of an existing Cooperative at the time your Business opens for business, you agree to immediately become a member of the Cooperative. If a Cooperative applicable to your Business is established during the term of this Agreement, you agree to become a member no later than 30 days after the date approved by us for the Cooperative to commence operation. The following provisions shall apply to each Cooperative:

(a) Each Cooperative shall utilize a voting system of one vote per one eligible Business.

(b) Each Cooperative shall be organized and governed in a form and manner, and shall commence operations on a date, approved in advance by us in writing. No changes in the by-laws or other governing documents of a Cooperative shall be made without our prior written consent. We shall have the right to unilaterally change the by-laws or other governing documents of a Cooperative.

(c) Each Cooperative shall be organized for the exclusive purpose of administering advertising programs and developing, subject to our approval, promotional materials for use by the members in the Cooperative.

(d) No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without prior approval by us in accordance with the procedure and standards set forth in Section 10.5(b) (Approvals).

(e) You and each other member of the Cooperative shall contribute to the Cooperative, using a collection structure selected and established by us, the amount determined in accordance with the Cooperative's by-laws. Any Businesses owned by us or any of our Affiliates located in such designated local or regional area(s) will contribute to the Cooperative on the same basis. At our request, you shall furnish us with copies of such information and documentation evidencing your Cooperative contributions as we may require in order to evidence your compliance with this Section 10.6. Contributions to such local and/or regional advertising cooperatives are credited towards the Local Advertising Funding Requirement; however, if we provide you and your Cooperative 90 days' notice of a special promotion, including any regional promotions, you must participate in such promotion and pay to us any special promotion advertising fees assessed in connection therewith, beginning on the effective date of such notice and continuing until such special promotion is concluded. Any such special promotion advertising fees shall be in addition to, and not credited towards, the other advertising expenditures and commitments required of you by this Section 10.

10.7 Community Marketing Programs. You must participate in, at your expense, our guerrilla marketing programs and campaigns that we develop and administer from time to time in our Operations Manual or other communications with you. Community marketing may include participation in community events, street fairs, seasonal events and festivals, farmers markets and sponsorships of adult and children's sports teams. You must also sponsor local fundraising events by making your park available as a venue and revenue sharing programs.

10.8 Digital Marketing.

(a) **Restrictions on Use.** We or our Affiliates may, in our sole discretion, establish and operate websites, social media accounts (such as Facebook, Twitter, LinkedIn, Yelp, Instagram, Pinterest, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, “**Digital Marketing**”) that are intended to promote the Marks, your Business, and the entire network of Businesses. We will have the sole right to control all aspects of any Digital Marketing, including those related to your Business. Unless we consent otherwise in writing, you and your employees may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks or that relate to the Business or the network. You may not separately register any domain name, create any user name, or operate any web site containing any of the Marks without our written approval. If we do permit you or your employees to conduct any Digital Marketing, you or your employees must comply with any policies, standards, guidelines, or content requirements that we establish periodically and must immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with such policies, standards, guidelines, or requirements. We may withdraw our approval for any Digital Marketing at any time.

(b) **Our Website.** As part of our Digital Marketing, we or one of our designees will operate and maintain a ROCKIN’ JUMP website, which will include basic information related to the Business. You must promptly provide us with any information that we request regarding your Business for inclusion on the website. We retain all rights relating to the ROCKIN’ JUMP web site and may alter or terminate the web site.

11. RECORDS, REPORTS AND FINANCIAL STATEMENTS.

11.1 Records. You agree to establish and maintain at your own expense a bookkeeping, accounting and record keeping system conforming to the requirements and formats we prescribe from time to time. You agree to prepare and to maintain for three years complete and accurate books, records (including invoices and records relating to your advertising expenditures) and accounts (using our then-current standard chart of accounts) for your Business, copies of your sales tax returns and such portions of your state and federal income tax returns as relate to your Business. All such books and records shall be kept at your principal address indicated on the first page of this Agreement, unless we otherwise approve. You must record all sales using the Technology System, which we have the independent right to access at any time. All data pertaining to your Business, and all data you create or collect in connection with the System, or in connection with your operation of the Business (including data pertaining to or otherwise concerning your members) or otherwise provided by you (including data uploaded to, or downloaded from your computer system) is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Such data will be part of the Confidential Information. We hereby license use of such data back to you for the term of this Agreement, at no additional cost, solely for your use in connection with the Business conducted under this Agreement.

11.2 Periodic Reports. You must furnish us:

(a) within 30 days after the end of each fiscal quarter, a quarterly balance sheet and income statement and statement of cash flow of your Business for such quarter, reflecting any adjustments and accruals;

(b) within 90 days after the end of each fiscal year, a year-end balance sheet and income statement and statement of cash flow of your Business for such year, reflecting all year-end adjustments and accruals; and

(c) within 30 days of our request, such other information as we may require from time to time, including sales data and labor cost reports and sales and income tax statements. All such reports shall use our then-current standard chart of accounts.

11.3 Verification. You agree to verify and sign each report and financial statement in the manner we prescribe. We reserve the right to require that your annual financial statements be audited, at your expense, by an independent certified public accountant approved by us. We reserve the right to publish or disclose information that we obtain under this Section in any data compilations, collections, or aggregations that we deem appropriate so long as we do not disclose information relating to performance of your individual Business, unless such disclosure is required by Applicable Law or order of a court.

12. INSPECTIONS AND AUDITS.

12.1 Our Right To Inspect The Business. To determine whether you and the Business are complying with this Agreement and Methods of Operation, we and our designated agents have the right at any time during your regular business hours, and without prior notice to you, to:

- (a) inspect the Business;
- (b) observe, photograph and videotape the operations of the Business for such consecutive or intermittent periods as we deem necessary;
- (c) remove samples of any products, materials or supplies for testing and analysis;
- (d) interview personnel and customers of the Business;
- (e) inspect and copy any books, records (whether electronic or hard copy) and documents relating to your operation of the Business, including member and membership information;
- (f) retrieve such data and information from your security camera system or other components of the Technology System including obtaining such information from third parties or vendors.

12.2 Cooperation. You agree to cooperate with us fully in connection with any such inspections, observations, photographing, videotaping, product removal and interviews. You agree to present to your customers such evaluation forms that we periodically prescribe and to participate and/or request your customers to participate in any surveys performed by us or on our behalf.

12.3 Our Right To Audit. We have the right at any time during your business hours, and without prior notice to you, to inspect and audit, or cause to be inspected and audited, your (if you are an Entity) and the Business's business, bookkeeping and accounting records, sales and income tax records and returns and other records. You agree to cooperate fully with our

representatives and independent accountants we hire to conduct any such inspection or audit. In the event such inspection or audit is made necessary by your failure to furnish reports, supporting records or other information as herein required, or to furnish such items on a timely basis, you agree to reimburse us for the reasonable cost of such inspection or audit, including the charges of attorneys and independent accountants and the travel expenses, room and board and compensation of our employees. In the event an inspection or audit reveals that any payments have been understated in any report to us, then you shall immediately pay to us the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the highest contract rate of interest permitted by Applicable Law. If an inspection or audit discloses an understatement in any report of 2% or more, you shall, in addition to repayment of monies owed with interest, reimburse us for any and all costs and expenses connected with the inspection or audit, including the charges of attorneys and independent accountants and the travel expenses, room and board and compensation of our employees. The foregoing remedies are in addition to our other remedies and rights under this Agreement and Applicable Law.

13. TRANSFER.

13.1 By Us. We have the right to sell or assign, in whole or in part, our interests in this Agreement, and any such sale or assignment will inure to the benefit of any assignee or other legal successor to our interests herein.

13.2 By You. You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are an Entity, to your Owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability, acumen and financial capacity. Accordingly, you and your Owners may not conduct a Transfer without our prior written approval. Any Transfer without such approval constitutes a breach of this Agreement and is void and of no effect. For any proposed Transfers, you must promptly give us written notice and submit a copy of all proposed contracts and other information concerning the Transfer and transferee that we may request. We have sole and absolute discretion to withhold our consent, except as otherwise provided in this Section 13. We have the right to communicate with both you, your counsel, and the proposed transferee on any aspect of a proposed Transfer. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require. No Transfer that requires our consent may be completed until at least 60 days after we receive written notice of the proposed Transfer. Our consent to a Transfer does not constitute a waiver of any claims that we have against the transferor, nor is it a waiver of our right to demand exact compliance with the terms of this Agreement. If your Business is not open and operating, we will not consent to your Transfer of this Agreement, and we are under no obligation to do so.

13.3 Conditions For Approval Of Transfer. If you (and your Owners) are in full compliance with this Agreement and the conditions of this Section 13.3 are met, we will not unreasonably withhold our consent to Transfer, but we may give our consent subject to reasonable conditions. A Transfer of ownership, possession or control of the Business may be made only in conjunction with a Transfer of this Agreement.

(a) Control Transfers. If the Transfer is of this Agreement 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:

(i) the transferee and its direct and indirect owners have the moral character, aptitude, attitude, experience, references, acumen and financial capacity to operate the Business and meet our then-current standards for franchisees, and the proposed transferee may not be an Entity, or be affiliated with an Entity, that is required to comply with reporting and information requirements of the Securities Exchange Act of 1934, as amended;

(ii) you have paid all Royalties, Ad Fees, amounts owed for purchases from us and all other amounts owed to us or to third party creditors and have submitted all required reports and statements;

(iii) the transferee (or its Responsible Person) and its managers, shift supervisors and personnel must have completed our initial training program or must be currently certified by us to operate and/or manage a Business to our satisfaction prior to closing;

(iv) the transferee has agreed to be bound by all of the terms and conditions of this Agreement for the remainder of its term or, at our option, must execute our then-current standard form of franchise agreement and related documents used in the state in which your Business is located (which may provide for different royalties, advertising contributions and expenditures, duration and other rights and obligations than those provided in this Agreement);

(v) the transferee (and, if the transferee is an individual, such owners of a legal or beneficial interest in the transferee as we may request) must (i) enter into a written assignment, in a form satisfactory to us, assuming and agreeing to discharge and guarantee all of your obligations under this Agreement and (ii) must execute our then-current form of personal guarantee;

(vi) you pay us a transfer fee equal to the higher of (i) fifty percent (50%) of the then-current initial franchise fee; or (ii) an amount equal to the actual expenses we incur in connection with the Transfer, including the costs of training the transferee (or its Responsible Person) and its other personnel, reasonable legal fees and administrative costs incurred, and our reasonable out-of-pocket expenses, including travel, meals, lodging and other investigative expenses involved in meeting with or qualifying the transferee. If the proposed Transfer is among your Owners, this Section 13.3(a)(vi) will not apply, although you are required to reimburse us for any reasonable legal and administrative costs we incur in connection with the Transfer;

(vii) you (and your transferring Owners) have executed a general release, in form satisfactory to us, of any and all claims against us, our Affiliates, and our and their shareholders, officers, directors, employees and agents;

(viii) we have approved the material terms and conditions of such Transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the Business;

(ix) if you or your Owners finance any part of the sale price of the transferred interest, you and/or your Owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you or your Owners

have reserved in the Business are subordinate to the transferee's obligation to pay Royalty Fees, Ad Fees, and other amounts due to us and otherwise to comply with this Agreement;

(x) you must provide us with written notice from your landlord indicating that your landlord has agreed to transfer the lease for the Location to your transferee;

(xi) your proposed transferee must covenant that it will continue to operate the Business under the Marks and using the System and must make arrangements to modernize, renovate, or upgrade the Business, at its expense, to conform to our then-current standards for new Businesses; and

(xii) you and/or any transferring Owner(s) have executed an agreement in favor of us agreeing to remain bound by the restrictions contained in Sections 16.2 (Discontinue Use of the System and the Marks), 16.3 (Return of Confidential Information), and 17.2 (Post-Term Covenant Not to Compete) as if this Agreement had terminated. You agree that the restrictions referenced in the immediately preceding sentence will continue to apply regardless of whether you and/or any transferring Owner(s) actually execute an agreement confirming the survival of these restrictions. You and each of your Owners further agree that the provisions of Section 19.12 (Governing Law) and 19.13 (Consent to Jurisdiction) survive the partial or full Transfer of an Owner's interest in you.

(b) **Other Transfers.** For all other Transfers other than a Transfer of the Agreement or a controlling interest in you, we may require you to comply with all or a selection of conditions in Section 13.3(a), which we will identify on a case-by-case basis, provided that Section 13.3(e) will not apply, although you are required to reimburse us for any reasonable legal and administrative costs we incur in connection with the Transfer.

13.4 Transfer To A Wholly Owned Entity. Notwithstanding Section 13.3 (Conditions for Approval of Transfer), if you are in full compliance with this Agreement, you may Transfer this Agreement to an Entity which conducts no business other than the Business and, if applicable, other Businesses, in which you maintain management control and of which you own and control 100% of the equity and voting power of all issued and outstanding capital stock or membership interests, and further provided that all assets of the Business are owned, and the entire business of the Business is conducted, by a single Entity. Transfers of shares in such Entity will be subject to the provisions of Section 13.3. Notwithstanding anything to the contrary herein, you agree to remain personally liable under this Agreement as if the Transfer to such Entity had not occurred.

13.5 Transfer Upon Your Death Or Disability. Upon your death or permanent disability or, if you are an Entity, the death or permanent disability of the Owner of a controlling interest in you, your or such Owner's executor, administrator, conservator, guardian or other personal representative must Transfer your interest in this Agreement or such Owner's interest in you to a third party. Such disposition of this Agreement or the interest in you (including Transfer by bequest or inheritance) must be completed within a reasonable time, not to exceed six months from the date of death or permanent disability, and will be subject to all of the terms and conditions applicable to Transfers contained in this Section. A failure to Transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes hereof, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an Owner of a controlling interest in you from managing and operating the Business for a period of three months from the onset of such disability, impairment or condition.

13.6 Operation Upon Your Death Or Disability. If, upon your death or permanent disability or the death or permanent disability of the Owner of a controlling interest in you, the Business is not being managed by a trained manager, your or such Owner's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed 15 days from the date of death or permanent disability, appoint a manager to operate the Business. Such manager will be required to successfully complete training at your expense within 60 days of being appointed to operate the Business. Pending the appointment of a manager as provided above or if, in our judgment, the Business is not being managed properly any time after your death or permanent disability or after the death or permanent disability of the Owner of a controlling interest in you, we have the right, but not the obligation, to appoint a manager for the Business. All funds from the operation of the Business during the management by our appointed manager will be kept in a separate account, and all expenses of the Business, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. We also have the right to charge a reasonable management fee (in addition to the Royalty Fees and Ad Fees payable under this Agreement) during the period that our appointed manager manages the Business. Operation of the Business during any such period will be on your behalf, provided that we only have a duty to utilize reasonable efforts in doing so and will not be liable to you or your Owners for any debts, losses or obligations incurred by the Business or to any of your creditors for any products, materials, supplies or services the Business purchases during any period it is managed by our appointed manager.

13.7 Bona Fide Offers. If you (or any of your Owners) at any time determine to sell, assign or Transfer for consideration an interest in this Agreement and the Business or an ownership interest in you, you (or such Owner) agree to obtain a bona fide, executed written offer and earnest money deposit (in the amount of 5% or more of the offering price) and a complete franchise application from a fully disclosed offeror including lists of the owners of record and beneficially of any corporate or limited liability company offeror and all general and limited partners of any partnership and immediately submit to us a true and complete copy of such offer, which includes details of the payment terms of the proposed sale. To be a valid, bona fide offer, the proposed purchase price must be denominated in a dollar amount. The offer must apply only to an interest in you or in this Agreement and the Business and may not include an offer to purchase any of your (or your Owners') other property or rights. However, if the offeror proposes to buy any other property or rights from you (or your Owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your Owners) for the interest in you or in this Agreement and the Business must reflect the bona fide price offered therefor and not reflect any value for any other property or rights. Any Transfer in violation of our right of first refusal is null and void.

13.8 Our Right Of First Refusal. We have the right, exercisable by written notice delivered to you or your selling Owners within 30 days from the date of the delivery to us of both an exact copy of such bona fide offer and all other information we request, to purchase such interest for the price and on the terms and conditions contained in such bona fide offer, provided that:

- (a) we may substitute cash for any form of payment proposed in such offer;
- (b) our credit will be deemed equal to the credit of any proposed purchaser;

(c) we will have not less than 60 days after giving notice of our election to purchase to prepare for closing; and

(d) we are entitled to receive, and you and your Owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the capital stock of an incorporated business, as applicable, including representations and warranties as to: (i) ownership and condition of and title to stock or other forms of ownership interest and/or assets; (ii) liens and encumbrances relating to the stock or other ownership interest and/or assets; and (iii) validity of contracts and the liabilities, contingent or otherwise, of the corporation whose stock is being purchased.

13.9 Non-Exercise. If we do not exercise our right of first refusal, you or your Owners may complete the sale to such purchaser pursuant to and on the exact terms of such bona fide offer, subject to our approval of the Transfer as provided in Sections 13.2 (By You), 13.3 (Conditions for Approval of Transfer), and 13.4 (Transfer to a Wholly Owned Entity). If the sale to such purchaser is not completed within 120 days after delivery of such bona fide offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), the sale will be treated as a new sale subject to our right of first refusal as provided in Section 13.8 (Our Right of First Refusal).

13.10 Securities Offerings. Neither you nor any of your Owners may issue or sell, or offer to issue or sell, any of your securities or any securities of any of your Affiliates, regardless of whether such sale or offer would be required to be registered pursuant to the provisions of the Securities Act of 1933, as amended, or the securities laws of any other jurisdiction, without obtaining our prior consent and complying with all of our requirements and restrictions concerning use of information about us and our Affiliates. Neither you nor any of your Owners may issue or sell your securities or the securities of any of your Affiliates if: (1) such securities would be required to be registered pursuant to the Securities Act of 1933, as amended, or such securities would be owned by more than 35 persons; or (2) after such issuance or sale, you or such Affiliate would be required to comply with the reporting and information requirements of the Securities Exchange Act of 1934, as amended. Any proposed private placement of your or of your Affiliate's securities must be approved by us.

14. SUCCESSOR FRANCHISES AND EXPIRATION.

14.1 Acquisition Of A Successor Franchise. Upon the expiration of the Initial Term, if (a) you (and each of your Owners) are in full compliance with this Agreement during the Initial Term, (b) you give us written notice of your desire to acquire a successor franchise not less than six months nor more than 12 months prior to the expiration of this Agreement (the "**Successor Request**"), and (c) (i) you maintain possession of and agree to remodel and/or expand the Business, add or replace improvements, equipment and signs and otherwise modify the Business as we require to bring it into compliance with specifications and standards then applicable for Businesses or (ii) if you are unable to maintain possession of the Location, or if in our judgment the Business should be relocated, you secure substitute premises we approve, develop such premises in compliance with Section 4.11 (Relocation) and continue to operate the Business at the Location until operations are transferred to the substitute premises, then, subject to the terms and conditions set forth in this Section 14, you will have the right to acquire a successor franchise to continue to operate the Business.

14.2 Grant Of A Successor Franchise. We will give you notice (“**Our Notice**”), not later than 60 days after our receipt of your Successor Request, of our decision, pursuant to Section 14.1 (Acquisition of a Successor Franchise):

- (a) to grant you one ten-year successor franchise;
- (b) to grant you one ten-year successor franchise on the condition that deficiencies of the Business, or in your operation of the Business, are corrected within a reasonable cure period that we specify; or
- (c) not to grant you a successor franchise based on our determination (which will be described in the notice) that you and your Owners have not substantially complied with this Agreement during the Initial Term.

Your right to acquire a successor franchise is subject to your continued compliance with all of the terms and conditions of this Agreement through the date of the expiration of the Initial Term, in addition to your compliance with any obligations described in Our Notice. If you fail to cure any deficiencies specified in Our Notice in the specified cure period, you will not have the right to a successor franchise, unless, we, in our sole discretion, decide to extend the Initial Term to allow you additional time to cure the deficiencies. If we fail to provide Our Notice to you within 60 days after our receipt of your Successor Request, it is your responsibility to provide us with written notice of our failure to respond, which we must cure within 15 days after our receipt of such notice.

14.3 Agreements/Releases. If we grant you a successor franchise, you and your Owners must execute the form of franchise agreement and any ancillary agreements we are then customarily using in connection with the grant of successor franchises for Businesses (which may include materially different terms and fees than this Agreement), provided, however, that the successor initial franchise fee will be equal to 25% of the initial franchise fee we are then currently customarily charging for new franchises. You and your Owners further agree to execute general releases, in a form satisfactory to us, of any and all claims against us, our Affiliates, and our and their shareholders, officers, directors, employees, agents, successors and assigns. Failure by you or your Owners to sign such agreements and releases and deliver them to us for acceptance and execution within 30 days after their delivery to you will be deemed an election not to acquire a successor franchise.

15. TERMINATION OF AGREEMENT.

15.1 Termination By You. If you and your Owners are in compliance with this Agreement and we materially fail to comply with this Agreement and do not correct such failure within 60 days after written notice of such material failure is delivered to us, you may terminate this Agreement, effective 30 days after delivery to us of written notice of termination. Your termination of this Agreement for any other reason or without such notice will be deemed null and void.

15.2 Termination By Us. In addition to our right to terminate pursuant to other provisions of this Agreement and under Applicable Law, we have the right to terminate this Agreement, effective upon delivery of notice of termination to you, if:

(a) you become insolvent, file for bankruptcy, or make an assignment for the benefit of your creditors, execution is levied against your business assets, or a suit to foreclose any lien or mortgage is instituted against you and not dismissed within 30 days;

(b) you (i) fail to lease, sublease or purchase the Location in accordance within the timeframe set forth in Section 4.2 (Purchase or Lease of the Location), (ii) fail to meet any construction deadline set forth in Section 4, or (iii) fail to open your Business in the time period set forth in Section 4.8 (Commencement Deadline);

(c) you abandon or fail to actively operate your Business for three consecutive business days, except where such failure to actively operate results solely from causes beyond your reasonable control;

(d) you or any of your Owners surrender or transfer control of the operation of your Business or make any unauthorized Transfer without our written consent;

(e) you or any of your Owners have made any material misrepresentation or omission in connection with your purchase of the Franchise;

(f) you suffer cancellation or termination of the lease or sublease for your Business;

(g) you, any Owner, or any of your officers or directors are convicted of or plead nolo contendere to a felony, a crime involving moral turpitude or consumer fraud, or any other crime or offense that we believe is likely to have an adverse effect on our franchise system, the Marks and any associated goodwill, or the ROCKIN' JUMP concept (an "**Adverse Effect**") or you, any Owner, or any of your officers or directors has engaged in or engages in activities that, in our reasonable opinion, have an Adverse Effect;

(h) you or any of your Owners make any unauthorized use or disclosure of any Confidential Information or use, duplicate or disclose any portion of the Operations Manual in violation of this Agreement;

(i) you fail or refuse to comply with any mandatory specification, standard, or operating procedure prescribed by us relating to the cleanliness or sanitation of your Business or violate any health, safety or sanitation law, ordinance or regulation, that we reasonably believe may pose harm to the public or to your or our reputation, and do not correct such failure, refusal or violation within 24 hours after written notice thereof is delivered to you;

(j) you fail, refuse, or neglect to pay any monies owing to us or our affiliates or fail to make sufficient funds available to us as provided in Section 5.5 (Designated Account) within ten days after receiving written notice of your default or 30 days after due date of the payment, whichever is the shorter period, or (ii) you have previously been given at least two notices of nonpayment for any reason within the last 24 months and you subsequently fail to timely pay when due any monies; or (iii) you fail to do all things necessary to give us access to the information contained in your Technology System within 10 days after receiving notice;

(k) you fail to make a timely payment of any amount due to a supplier unaffiliated with us (other than payments which are subject to bona fide dispute), and do not correct such failure within 30 days after we deliver to you notice of such failure to comply;

(l) you underreport Total Gross Revenue by more than 2% two times or more in any two-year period or by 5% or more for any Accounting Period;

(m) you fail to comply with any other provision of this Agreement or any other agreement between you (or any of your Owners or Affiliates) and us or our Affiliates, and do not correct such failure within 30 days after notice of such failure to comply is delivered to you;

(n) you fail on three or more separate occasions within any period of 12 consecutive months to submit when due reports or other data, information or supporting records or to pay when due Royalty Fees, Ad Fees, or other payments due us, any of our Affiliates or any unaffiliated suppliers or otherwise fail to comply with this Agreement, whether or not such failure is corrected after notice is delivered to you;

(o) you fail to pay when due any federal or state income, service, sales, employment related or other taxes due on the operations of the Business, unless you are, in good faith, legally contesting your liability for such taxes;

(p) you fail to appoint a manager within 15 days after your death or permanent disability or the death or permanent disability of the Owner of a controlling interest in you or such manager fails to complete our training within 60 days after being appointed;

(q) you or any of your Owners or employees violate Section 6.8 (General Conduct); y

(r) you or any Owner violates the noncompete covenants in Section 17 (Covenants Not to Compete); or

(s) you are in default three or more times within any 18-month period, whether or not the defaults are similar and whether or not they are cured.

We have no obligation whatsoever to refund any portion of the Initial Franchise Fee or any other monies upon any termination of this Agreement.

15.3 Our Right To Operate The Business And Management Fee. If we issue you a notice of default and you fail to cure such default within any applicable time period, we have the right, in our sole discretion, to assume the operation of the Business for such length of time as we determine in our business judgment. You authorize us to operate the Business 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 Business during such period of operation by us shall be accounted for separately and the expenses of the business, including travel, food, lodging, and salaries of our representatives who operate the Business, shall be charged to such account. We shall be entitled to retain 50% of the Total Gross Revenue of your Business as our management fee after operating expenses are paid. You shall indemnify us and our representatives from any and all claims arising from the acts and omissions of us and our representatives pursuant to this Section 15.3.

15.4 Alternatives To Termination. In addition to our rights under Section 15.3 (Our Right to Operate the Business and Management Fee), if we issue you a notice of default and you fail to cure such default within any applicable time period, we have the right, in our sole discretion, upon delivery of notice to you, and without waiving our right to terminate this

Agreement as a result of such failure, to take any or all of the following actions without terminating this Agreement:

(a) provide you with written notice that we have temporarily elected not to terminate this Agreement and allow you additional time to cure any default(s), provided that you pay to us the non-compliance fee set forth in Section 5.9 (Non-Compliance Fee) until such time you cure the default. Our collection of the non-compliance fee and temporary extension of the applicable cure period does not waive our right to require your full compliance with this Agreement;

(b) temporarily or permanently limit, curtail, or remove certain services or benefits provided or required to be provided to you hereunder, including (i) restricting your or any of your staff's attendance at any training, meetings, workshops, or conventions; (ii) refusing to sell or furnish to you any advertising or promotional materials; (iii) refusing to provide you with ongoing advice about the operation of the Business; (iv) refusing any of your requests to approve a new supplier or the use of any advertising or promotional materials; and (v) refusing to permit you to enter into a new franchise agreement for a Business at any other location;

(c) temporarily or permanently reduce the size of the Protected Territory, in which event the restrictions on us and our affiliates under Section 3.1(b) (Protected Territory) will not apply in the geographic area that was removed from the Protected Territory;

(d) temporarily remove information concerning the Business from our website and/or stop your or the Business's participation in any other programs or benefits offered on or through our website;

(e) suspend or terminate any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

(f) suspend our performance of, or compliance with, any of our obligations to you under this Agreement or other agreements; and/or

(g) undertake or perform on your behalf any obligation or duty that you are required to, but fail to, perform under this Agreement. You will reimburse us upon demand for all costs and expenses that we reasonably incur in performing any such obligation or duty.

15.5 Exercise of Other Remedies. Our exercise of our rights under Section 15.3 (Our Right to Operate the Business and Management Fee) and 15.4 (Alternatives to Termination) will not (i) be a defense for you to our enforcement of any other provision of this Agreement or waive or release you from any of your other obligations under this Agreement or any other agreement, (ii) constitute an actual or constructive termination of this Agreement, or (iii) be our sole or exclusive remedy for your default. You shall hold us harmless with respect to any action we take pursuant to Section 15.3 and 15.4; and you agree that we shall not be liable for any loss, expense, or damage you incur because of any action we take pursuant to Section 15.3 and 15.4. You must continue to pay all fees and otherwise comply with all of your obligations under this Agreement following our exercise of any of these rights. If we exercise any of our rights under Section 15.3 or 15.4 we may thereafter terminate this Agreement without providing you any additional corrective or cure period, unless the default giving rise to our right to terminate this Agreement has been cured to our reasonable satisfaction. We may, in our business judgment, reinstate any services or benefits removed, curtailed, or limited pursuant to

this Section 15.4, and you agree to accept immediately any such reinstatement of services or benefits so removed, curtailed, or limited.

16. RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT.

16.1 Payment Of Amounts Owed To Us - Liquidated Damages. You agree to pay us within 15 days after the effective date of termination, for any reason, or expiration of this Agreement, or on such later date that the amounts due to us are determined, such Royalty Fees, Ad Fees, amounts owed for purchases from us, interest due on any of the foregoing and all other amounts owed to us which are then unpaid. If we terminate this Agreement for cause, you also must immediately pay us (as liquidated damages for premature termination and not as a penalty or as damages for any breach of the Agreement or as a substitute for other payments due us) an amount equal to the greater of (x) \$75,000 or (y) equal to the average monthly Fees paid by you during the 24 months of your Business operations (or such shorter period as your Business has been open if less than 24 months) preceding the date of termination multiplied by the remaining months in the term of this Agreement after termination.

16.2 Discontinue Use of the System and the Marks. Upon the termination, for any reason, or expiration of this Agreement:

(a) you must immediately cease using, by advertising or in any other manner, (i) the Marks, (ii) the System and all other elements associated with the System, and (iii) any colorable imitation of any of the Marks or any trademark, service mark, trade dress, or commercial symbol that is confusingly similar to any of the Marks or that indicates or suggests a connection or association with us;

(b) you may not directly or indirectly at any time or in any manner (except with respect to other Businesses you own and operate) identify yourself or any business as a current or former Business, or as one of our licensees or franchisees;

(c) you agree to take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any Marks and to change your corporate or legal business name, if necessary, so that it does not contain any of the Marks;

(d) if we do not exercise our option to purchase the Business pursuant to Section 16.4 (Our Right to Purchase Business), you agree to comply with our then-current de-branding checklist, which requires you to (i) deliver to us within 30 days after the Notification Date the Operations Manual, all signs, sign-faces, sign-cabinets, marketing materials, uniforms, forms, stationary, packaging, promotional materials, and other materials containing any Marks or otherwise identifying or relating to a Business and allow us, without liability to you or third parties, to remove all such items from the Business;

(e) if we do not exercise our option to purchase the Business pursuant to Section 16.4 (Our Right to Purchase Business), you agree that, after the Notification Date, you will promptly and at your own expense make such alterations as we may specify to distinguish the Business clearly from its former appearance and from other Businesses so as to prevent confusion therewith by the public;

(f) if we do not exercise our option to purchase the Business pursuant to Section 16.4 (Our Right to Purchase Business), you agree that, after the Notification Date to cancel or transfer to us or our designee all authorized and unauthorized domain names, social media accounts, telephone numbers, post office boxes, and classified and other directory listings relating to, or used in connection with, the Business or the Marks (collectively, “**Identifiers**”). You acknowledge that as between you and us, we have the sole rights to and interest in all Identifiers. If you fail to comply with this Section 16.2(f), you hereby authorize us and irrevocably appoint us or our designee as your attorney-in-fact to direct the telephone company, postal service, registrar, Internet Service Provider and all listing agencies to transfer such Identifiers to us. The telephone company, the postal service, registrars, Internet Service Providers and each listing agency may accept such direction by us pursuant to this Agreement as conclusive evidence of our exclusive rights in such Identifiers and our authority to direct their transfer; and

(g) you agree to furnish us, within 30 days after the Notification Date, with evidence satisfactory to us of your compliance with the foregoing obligations.

16.3 Return of Confidential Information. You agree that, upon termination of this Agreement (including the full or partial transfer of rights by Franchisee or any Owner), for any reason, or expiration of this Agreement, you will immediately and forever cease to use any of our Confidential Information in any business or otherwise and return to us (or at our direction, destroy or delete) all copies of the Operations Manual and any other confidential materials, including computer software and any mechanisms (electronic key) used to access the software, that we have allowed you to use.

16.4 Our Right To Purchase Business.

(a) **Exercise of Option.** Upon termination or expiration of this Agreement in accordance with its terms and conditions, we have the option, exercisable by giving written notice thereof to you within 60 days from the date of such termination or expiration, to purchase the Business from you, including the leasehold rights to the Location, free and clear of all liens, restrictions or encumbrances. (The date on which we notify you whether or not we are exercising our option is referred to in this Agreement as the “**Notification Date.**”) We have the unrestricted right to assign this option to purchase the Business. We will be entitled to all customary warranties and representations in connection with our asset purchase, including representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities effecting the assets, contingent or otherwise.

(b) **Leasehold Rights.** You agree, at our election, to assign your leasehold interest in the Location to us or, to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the prime lease.

(c) **Purchase Price.** The purchase price for the Business will be its fair market value, determined in a manner consistent with reasonable depreciation of the Business's equipment, signs, inventory, materials and supplies, provided that the Business will be valued as an independent business and its value will not include any value for the Franchise or any rights granted by this Agreement, the Marks, or participation in the network of Businesses. The Business's fair market value will include the reasonable goodwill you developed since your commencement of operations that exists independent of the goodwill of the Marks and the

System. The length of the remaining term of the lease for the Location will also be considered in determining the Business's fair market value.

(d) **Exclusions.** We may exclude from the assets purchased hereunder cash or its equivalent and any Operating Assets, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Business's operation or that we have not approved as meeting standards for Businesses, and the purchase price will reflect such exclusions.

(e) **Appraisal.** If we and you are unable to agree on the Business's fair market value, its fair market value will be determined by one independent qualified appraiser that we appoint in our business judgment. We will appoint the appraiser within 15 days after the date we determine we are unable to agree on the Business's fair market value. You and we will share equally the fees and expenses of the appraiser. You and we further agree to take reasonable actions to cause the appraiser to complete the appraisal within 30 days after the appraiser's appointment.

(f) **Closing.** The purchase price will be paid at the closing of the purchase, which will take place not later than 90 days after determination of the purchase price. We have the right to set off against the purchase price, and thereby reduce the purchase price by, any and all amounts you or your Owners owe to us.

(g) **Instruments.** At the closing, you agree to deliver instruments transferring: (i) 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, if any), with all sales and other transfer taxes paid by you; and all licenses and permits of the Business which may be assigned or transferred; and (ii) the leasehold interest in the Location and improvements thereon.

(h) **Escrow.** If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the closing of the sale will, at our election, be accomplished through an escrow arrangement with an independent escrow agent selected by us.

(i) **Releases.** You and your owners agree to execute general releases, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors and assigns.

16.5 Continuing Obligations. All of our and your (and your Owners' and Affiliates') obligations which expressly or by their nature survive the expiration or termination of this Agreement will 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, including Sections 7 (Marks), 8 (Confidential Information), 17 (Covenants Not to Compete), 18.4 (Indemnification), 19.11 (Dispute Resolution), and 16 (Rights and Obligations Upon Termination or Expiration of this Agreement).

17. COVENANTS NOT TO COMPETE.

17.1 In-Term Covenant Not To Compete. You specifically acknowledge that, pursuant to this Agreement, you will receive valuable, specialized training, Confidential Information, and other proprietary and specialized information and knowledge that provide a valuable, competitive advantage in operating a trampoline park. You further acknowledge that

we would be unable to protect the Confidential Information against unauthorized use or disclosure or to encourage the free exchange of ideas and information among our franchisees if you were permitted to hold interests in or perform services for a Competitive Business, and we have granted you the rights hereunder in consideration of, and in reliance upon, your agreement to deal exclusively with us. You therefore covenant that during the term of this Agreement (except as otherwise approved in writing by us), you, your Owners, and you and their Immediate Families shall not, either directly, indirectly or through, on behalf of, or in conjunction with any person or legal Entity:

(a) Divert or attempt to divert any present or prospective business or customer of any Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

(b) Own, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, or have any interest in (as owner or otherwise) any Competitive Business.

17.2 Post-Term Covenant Not To Compete. You covenant that, except as otherwise approved in writing by us, you and your Owners shall not, for a continuous, uninterrupted period of two years commencing upon the date of: (a) a Transfer permitted under Section 13 (Transfer), with respect only to Transfers that result in you no longer owning and operating the Business (or, in the case of an Owner, results in that Owner no longer having any direct or indirect ownership in you); (b) expiration of this Agreement; (c) termination or non-renewal of this Agreement (regardless of the cause for termination or non-renewal); or (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 17.2, either directly or indirectly, for yourself or your Immediate Family, or through, on behalf of, or in conjunction with any person or legal Entity, own, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, or have any interest in (as an owner or otherwise) any Competitive Business that is, or is intended to be, located (a) at the Location, (b) within 15 miles of the Location, or (c) 15 miles of any Business in operation or under construction as of the date that you are required to comply with this Section 17.2. You agree and acknowledge that the two-year period of this restriction shall be tolled during any time period in which you are in violation of this restriction.

The restrictions in Sections 17.1(c) and 17.2 do not apply to: (a) interests in or operation of a Business under a written Franchise Agreement with us; or (b) the ownership of shares of a class of securities that are listed on a public stock exchange or traded on the over-the-counter market and that represent less than 5% of that class of securities.

17.3 Reasonable Scope Of Covenants. You acknowledge that the scope of the restrictions in Sections 17.1 (In-Term Covenant Not to Compete) and 17.2 (Post-Term Covenant Not to Compete) are reasonable and necessary to protect us, the Confidential Information, and the System, and that such restrictions are designed solely to prevent you from taking information, materials, training, and know-how that we provided to you and using them to compete with us. In addition, your operation of a Competitive Business in violation of Section 17.1 and 17.2 would necessarily involve your use of Confidential Information that would result in an unfair competitive advantage vis-à-vis other ROCKIN' JUMP franchisees. You further acknowledge that you and your Owners possess skills and abilities of a general nature and

have other opportunities for exploiting these skills. Consequently, our enforcement of the covenant in Section 17.1 and 17.2 will not deprive you or your Owners of personal goodwill or the ability to engage in a lawful trade or business and earn a living.

17.4 Reduction Of Scope Of Covenants. You understand and acknowledge that we shall have the right, in our business judgment, to reduce the scope of any covenant set forth in Sections 17.1 (In-Term Covenant Not to Compete) and 17.2 (Post-Term Covenant Not to Compete), or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but would be enforceable by reducing any part or all thereof, you and we agree that such covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law is applicable to the validity of such covenant.

17.5 Covenant Not To Compete Upon Exercise Of Right Of First Refusal. If we exercise our right of first refusal pursuant to Section 13.8 (Our Right of First Refusal), you and your selling Owner(s) agree that, for a period of two years commencing on the date of the closing, you and they will be bound by the noncompetition covenant contained in Section 17.2 (Post-Term Covenant Not to Compete).

18. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION.

18.1 Independent Contractors. Neither this Agreement nor the dealings of the parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence between the parties hereto. You acknowledge and agree that we and you are and shall be independent contractors. Nothing contained in this Agreement, or arising from the conduct of the parties hereunder, is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose whatsoever. We have no relationship with your employees and you have no relationship with our employees. You may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in our name or on our behalf or using the Marks, and you may not represent that the relationship of the parties hereto is anything other than that of independent contractors. We shall not be construed to have any liability, including joint liability, for any of your acts or omissions under any circumstances. We will not be obligated for any damages to any person or property arising directly or indirectly out of the operation of your Business.

18.2 Notice of Independent Contractor. You agree to hold yourself out to the public as an independent contractor operating your Business under license from us, and you must display in a conspicuous location in or upon the Business, or in a manner that we specify, a sign containing the following notice or an alternative notice that we specify: "This business is owned and operated independently by [name of franchisee] who is an authorized licensed user of the trademark ROCKIN' JUMP, which is a trademark licensed by Rockin' Jump Franchise, LLC." You must include this notice or other similar language that we specify on all forms, advertising, promotional materials, business cards, receipts, letterhead, contracts, stationary, and other written materials we designate.

18.3 Taxes. We will have no liability for any sales, use, service, occupation, employment related, excise, gross receipts, income, property or other taxes, whether levied

upon you or the Business, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes is your sole responsibility. Further, you will pay all state and local taxes, including sales, use, service, occupation, employment related, excise, gross receipts, income, property or other taxes, that may be imposed on us as a result of our receipt or accrual of the Initial Franchise Fee, Royalty Fees, Ad Fees, extension fees, and all other fees that are referenced in this Agreement, whether assessed against you through withholding or other means or whether paid by us directly, unless the tax is credited against income tax otherwise payable by us. In such event, you will pay to us (or to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

18.4 Indemnification. You, and each of the Guarantors, agree that you shall, at all times, indemnify, exculpate, defend and hold harmless, to the fullest extent permitted by law, us, our successor, assigns, and Affiliates, and the respective officers, directors, shareholders, agents, representatives, independent contractors, servants, and employees of us and each of them (collectively, the “**Indemnified Parties**”) from all Losses (defined below) directly or indirectly incurred in connection with any action, suit, proceeding, claim, demand, investigation, or inquiry (formal or informal), or any settlement thereof arising out of or relating to: (i) the infringement, alleged infringement or any other violation by you, your Guarantors or principals of any patent, mark, copyright, or other proprietary right owned or controlled by third parties due to your unauthorized use of all or any portion of the Marks and/or System; (ii) the violation, breach, or asserted violation or breach by you, your Guarantors or principals of any Applicable Law, ruling, or industry standard; (iii) libel, slander, or any other form of defamation by you or your Guarantors or principals; (iv) the violation or breach by you or by your Guarantors or principals of any warranty, representation, agreement, or obligation of this Agreement or in any other agreement between you and us or our Affiliates; (v) acts, errors, omissions of you, any of your affiliates, any of your principals, officers, directors, shareholders, agents, representatives, independent contractors, and employees of you and your affiliates in connection with the establishment and operation of the Business, including any acts, errors, or omissions of any of the foregoing in the operation of any motor vehicle or in the establishment or implementation of security for the Business; (vi) any of the foregoing that are alleged to be caused by an Indemnified Party’s negligence, unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by the Indemnified Party’s gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction; and (vii) any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to your employees. For purposes of this indemnification, “**Losses**” means and all losses, expenses, obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that an Indemnified Party incurs, including accountants’, arbitrators’, mediators’, attorneys’, and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. We have the right to defend any such claim against us at your expense. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

18.5 Mitigation Not Required. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or

otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

19. ENFORCEMENT AND MISCELLANEOUS MATTERS.

19.1 Severability And Substitution Of Valid Provisions. Each provision of this Agreement is severable from the others. If any provision (or portion of a provision) of this Agreement or any of the documents executed in conjunction with this Agreement is for any reason determined by a court to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability will not affect any other remaining provisions of this Agreement or any other document. The remaining provisions will continue to be given full force and effect and bind us and you.

19.2 Greater Notice. If any Applicable Law requires a greater prior notice than is required hereunder of the termination of this Agreement or of our refusal to enter into a successor franchise agreement, or the taking of some other action not required hereunder, or if, under any Applicable Law, any provision of this Agreement or any part of Methods of Operation is invalid or unenforceable the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions hereof, and we will have the right to modify such invalid or unenforceable provision or unenforceable part of this Agreement or the Operations Manual or any part of Methods of Operation 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 part of Methods of Operation, any portion or portions which a court or arbitrator 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 a court order or arbitration award. Such modifications to this Agreement will be effective only in such jurisdiction, unless we elect to give them greater applicability, and will be enforced as originally made and entered into in all other jurisdictions.

19.3 Waiver Of Obligations. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver we grant will be without prejudice to any other rights we may have, will be subject to our continuing review and may be revoked at any time and for any reason, effective upon delivery to you of 10 days' prior written notice.

19.4 Non-Waiver. We and you will not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including 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 (i) any custom or practice at variance with the terms hereof; (ii) our or your failure refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with our and your obligations hereunder including Methods of Operation; (iii) our waiver, forbearance, delay, failure, or omission to exercise any right, power or option whether of the same, similar or different nature with respect to other Businesses; (iv) the existence of other franchise agreements for Businesses which contain different provisions from those contained

herein; or (v) our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will constitute a waiver, compromise, settlement or accord and satisfaction. We are authorized to remove or obliterate any legend or endorsement, and such legend or endorsement will have no effect.

19.5 Force Majeure. Neither we nor you will be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations is not our or your fault and results from: (i) transportation shortages, inadequate supply of equipment, products, merchandise, supplies, labor, material or energy or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; (ii) acts of nature; (iii) fires, strikes, embargoes, war or riot; (iv) failure to obtain land use or environmental approvals from the applicable government body or agency, so long as you diligently pursue any such required approvals; or (v) any other similar event or cause. Any delay resulting from any of said force majeure causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes will not excuse payments of amounts owed at the time of such occurrence or payment of Royalty Fees and Ad Fees due on any sales thereafter.

19.6 Out-Of-Stock And Discontinued. We are not liable to you for any loss or damage, or deemed to be in breach of this Agreement, if we cannot deliver, or cause to be delivered, or if our Affiliates or designated sources or approved suppliers cannot deliver, all of your orders for products, merchandise, Operating Assets, supplies, etc., where such things are out-of-stock or discontinued.

19.7 Costs And Attorneys' Fees. If we incur expenses in connection with your failure to pay when due amounts owed to us or to submit when due any reports, information or supporting records or otherwise to comply with this Agreement, you agree to reimburse us for any of the costs and expenses which we incur, including reasonable accounting, attorneys', arbitrators' and related fees.

19.8 You May Not Withhold Payments Due To Us. You agree that you will not withhold payment of any amounts owed to us on the grounds of our alleged nonperformance of any of our obligations hereunder. You agree that all such claims will, if not otherwise resolved by us, be submitted to mediation or arbitration as provided in Section 19.11 (Dispute Resolution).

19.9 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 will preclude our or your exercise or enforcement of any other right or remedy hereunder which we or you are entitled by law to enforce.

19.10 Good Faith and Fair Dealing. If Applicable Law shall imply a covenant of good faith and fair dealing in this Agreement, we and you agree that (i) such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement; (ii) this Agreement (and the relationship of the parties which arises from this Agreement) grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your explicit rights and obligations hereunder that may affect favorably or adversely your interests; (iii) we will use our judgment in exercising such rights

based on our assessment of our own interests and balancing those interests against the interests of the owners of Businesses generally (including ourselves, and our Affiliates and other franchisees), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iv) we will have no liability to you for the exercise of our rights in this manner so long as such rights are not exercised in bad faith toward you; and (v) in the absence of such bad faith, no trier of fact in any legal action or arbitration proceeding shall substitute its judgment for our judgment so exercised.

19.11 Dispute Resolution.

(a) Mediation. Except as provided in Section 19.11(c) (Exceptions to Arbitration), prior to filing any demand for arbitration, the parties agree to mediate any Dispute in accordance with the following procedures:

(i) The party seeking mediation must commence mediation by sending the other party, in accordance with Section 19.26 (Notices), a written notice of its request for mediation headed “**Notification of Dispute.**” The Notification of Dispute will specify, to the fullest extent possible, the party’s version of the facts surrounding the dispute; the amount of damages and the nature of any injunctive or other relief such party claims. The party (or parties as the case may be) receiving a Notification of Dispute will respond within 20 days after receipt thereof, stating its version of the facts and, if applicable, its position as to damages sought by the party initiating the dispute procedure; provided, however, that if the dispute has been the subject of a default notice given under Section 15 (Termination of Agreement), the other party will respond within 10 business days.

(ii) Upon receipt of a Notification of Dispute and response under Section 19.11(a)(i), the parties will endeavor, in good faith, to resolve the dispute outlined in the Notification of Dispute and response. If the parties have been unable to resolve a dispute outlined in a Notification of Dispute or a response thereto within 20 days after receipt of the response, either party may initiate a mediation procedure with the American Arbitration Association (“**AAA**”), pursuant to its Commercial Mediation Procedures, in the city of our then-current corporate headquarters, unless both parties agree to a different location. The parties must select a mediator jointly.

(iii) All mediation sessions must be attended by an Owner (who has authority to settle the dispute on your behalf) and our representative(s) who is/are authorized to settle the dispute. The parties may be represented by counsel at the mediation. The parties agree to participate in the mediation proceedings in good faith and with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures. If the dispute is not resolved within 30 days, any party may initiate an arbitration pursuant to Section 19.11(b) (Arbitration). In addition, if the party receiving notice of mediation has not responded within 5 days of delivery of the notice or a party fails to participate in the mediation, this Section 19.11(a) will no longer be applicable and the other party can pursue arbitration. The parties agree that the costs of the mediator will be split equally between the parties. Each party must pay its own fees and expenses incurred in connection with the mediation. The mediation proceeding and any negotiations and results thereof will be treated as a compromise settlement negotiation and the entire process is confidential. At least five days prior to the initial mediation session, each party must deliver a written statement of positions.

(b) Arbitration. Except as provided in Section 19.11(c) (Exceptions to Arbitration), any Dispute, including any dispute regarding the scope or validity of the arbitration obligation under this Section, not resolved by mediation must be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect to be heard by one arbitrator.

(i) Counterclaims. In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

(ii) Waiver of Class Actions. Any arbitration must be on an individual basis only as to a single franchise (and not as or through an association) and the parties and the arbitrator will have no authority or power to proceed with any claim on a class-wide basis or otherwise to join or consolidate any claim with any claim or any other proceeding involving third parties. If a court or arbitrator determines that this limitation on joinder of or class-wide claims is unenforceable, then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts, in accordance with Section 19.13 (Consent to Jurisdiction).

(iii) Venue. The arbitration must take place in the city where our headquarters is located at the time of the dispute.

(iv) Arbitrator. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator will have subpoena powers limited only by the laws of the state in which our corporate headquarters is then located. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. The arbitrator may not under any circumstance (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary damages, (c) certify a class or a consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which our corporate headquarters is then located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the parties, including: any decision as to whether Section 19.11(b) (Arbitration) is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

(v) Orders. The arbitrator can issue summary orders disposing of all or part of a claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

(vi) Procedure. The parties to the dispute will have the same discovery rights as are available in civil actions under the laws of the state in which our corporate headquarters is then located. All other procedural matters will be determined by

applying the statutory, common laws, and rules of procedure that control a court of competent jurisdiction in which our corporate headquarters is then located.

(vii) **Confidential.** Other than as may be required by law, the entire arbitration proceedings (including any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

(viii) **Advances.** We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek recovery of those costs in accordance with Section 19.7 (Cost and Attorneys' Fees) or 19.11(d) (Prevailing Party's Fees).

(c) **Exceptions to Arbitration.** Notwithstanding Sections 19.11(a) Mediation) and 19.11(b) (Arbitration), the parties agree that the following Disputes will not be subject to arbitration or mediation:

(i) any action for equitable relief, including seeking preliminary or permanent injunctive relief, specific performance, declaratory relief, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including prior to or during the pendency of any arbitration proceedings initiated hereunder;

(ii) any action in ejectment or for possession of any interest in real or personal property;

(iii) any action which by Applicable Law cannot be arbitrated; or

(iv) our decision in the first instance to issue a notice of default and/or notice of termination, or undertake any other conduct with respect to the franchise relationship that might later result in a dispute or controversy between us.

(d) **Prevailing Party's Fees.** The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement will be entitled to recover its reasonable costs and expenses (including attorneys' fees, arbitrator's fees and expert witness fees, costs of investigation and proof of facts, court costs, and other arbitration or litigation expenses) incurred in connection with the claims on which it prevailed.

(e) **Survival.** The provisions of this Section 19.11 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

(f) **Tolling of Statute of Limitations.** All applicable statutes of limitation and defenses based on the passage of time are tolled while the dispute resolution procedures in this Section 19.11 are pending. The parties will take such action, if any, required to effectuate such tolling.

(g) **Performance to Continue.** Each party must continue to perform its obligations under this Agreement pending final resolution of any Dispute pursuant to this Section 19.11, unless to do so would be impossible or impracticable under the circumstances.

19.12 Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware. In the event of any conflict-of-law question, the laws of Delaware shall prevail, without regard to the application of Delaware conflict-of-law rules.

19.13 Consent To Jurisdiction. Subject to Section 19.11 (Dispute Resolution), you and the Owners must file any suit against us, and we may file any suit against you, in federal or state courts located in the state where our corporate office is then located. You (and each Owner) irrevocably submit to the jurisdiction of such courts and waive any objection you (or he or she) may have to either the jurisdiction of or venue in such courts.

19.14 Waiver Of Punitive Damages, Jury Trial, And Class Actions. Except with respect to your obligation to indemnify us pursuant to Section 18.4 (Indemnification) and 18.5 (Mitigation Not Required) and claims we bring against you for your unauthorized use of the Marks or unauthorized use or disclosure of any Confidential Information, we and you and your respective Owners 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, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains. We and you irrevocably waive, to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either of us. Any claims must be brought on an individual basis only as to a single franchise (and not as or through an association or class). This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section 19.11(b) (Arbitration) is unenforceable. Each party acknowledges that it has had a full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

19.15 Limitation Of Claims. Except for claims arising from your nonpayment or underpayment of amounts you owe us pursuant to this Agreement, or claims related to your unauthorized use of the Marks, any and all claims arising out of or relating to this Agreement or our relationship with you will be barred unless a Notification of Dispute is sent or a judicial proceeding is commenced within one year from the date on which the party asserting such claim knew or should have known of the facts giving rise to such claims.

19.16 Binding Effect. This Agreement is binding upon us and you and our respective executors, administrators, heirs, beneficiaries, assigns and successors in interest.

19.17 Withhold Approval. Except where this Agreement expressly obligates us to reasonably approve or to not unreasonably withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed or effected actions that require our approval.

19.18 Construction. The headings of the several Sections hereof are for convenience only and do not define, limit or construe the contents of such Sections. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. The words “include,” “including,” and words of similar import shall be interpreted to mean “including, but not limited to” and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter.

19.19 Joint And Several Owners' Liability. If two or more persons or Entities are at any time Owners, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several.

19.20 Right To Information. You consent to us obtaining, using and disclosing to third parties (including financial institutions, legal and financial advisors, and prospective franchisees), for any purpose we specify or as may be required by law, all financial and other information (including Customer Information) contained in or resulting from information, data, materials, statements and reports related, directly or indirectly, to the Business.

19.21 Multiple Copies. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which when taken together shall constitute one and the same document. This Agreement shall not be binding on either party until it is executed by both parties.

19.22 Entire Agreement Between The Parties. This Agreement, including any addenda and appendices and our Operations Manual, and the documents referred to therein constitute the sole agreement between you and us with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to your Business authorized hereunder. We expressly disclaim any understandings, agreements, inducements, course(s) of dealing, representations (financial or otherwise), promises, options, rights of first refusal, guarantees, warranties (express or implied) or otherwise (whether oral or written) which are not fully expressed in this Agreement. Nothing in this or any related agreement, however, is intended to disclaim the representations made by us in the FDD.

19.23 Amendments. No change, modification, amendment or waiver of any of the provisions hereof, including by custom, usage of trade, or course of dealing or performance, shall be effective and binding upon either party unless it is in writing, specifically identified as an amendment hereto and signed by a duly authorized representative of both parties. The Operations Manual and any Methods of Operation that we adopt and implement may be changed by us unilaterally from time to time.

19.24 No Third Party Beneficiaries. Except as expressly otherwise provided herein, no third party shall have the right to claim any of the benefits conferred under this Agreement.

19.25 Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be given by one of the following methods of delivery: (i) personally; (ii) by certified or registered mail, postage prepaid; (iii) by overnight delivery service; or (iv) by electronic mail to the email address on file for you with us (with a copy sent by U.S. Mail or overnight delivery services. Notices to you will be sent to the address set forth on **Appendix A**. Notices to us must be sent to:

Rockin' Jump Franchise, LLC
86 N. University Avenue, #350
Provo, Utah 84601
Attn: Chief Operating Officer
legal@circustrix.com
franchiseops@rockinjump.com

With a copy to: General Counsel (at the same address)

Either party may change its mailing address or email address by giving notice to the other party. Notices will be deemed received the same day when delivered personally, upon attempted delivery when sent by registered or certified mail or overnight delivery service, or the next business day when sent by electronic mail.

20. ACKNOWLEDGEMENTS AND REPRESENTATIONS.

20.1 Acknowledgements. You acknowledge that you have read this Agreement and our FDD and understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at each Business and thereby to protect and preserve the goodwill of the Marks. You acknowledge that you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that, like any other business, the nature of the business conducted by a Business may evolve and change over time, that an investment in a Business involves business risks and that your business abilities and efforts are vital to the success of the venture. You acknowledge that, in all of their dealings with you, our officers, directors, employees and agents act only in a representative, and not in an individual, capacity. All business dealings between you and such persons as a result of this Agreement are solely between you and us. You further acknowledge that we have advised you to seek franchise counsel to review and evaluate this Agreement.

20.2 Representation. You represent to us, as an inducement to our entry into this Agreement, that all statements you have made and all materials you have submitted to us in connection with your purchase of the franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the Franchise. We have approved of your purchasing a Franchise in reliance upon all of your representations.

20.3 Due Authority. You represent that this Agreement has been duly authorized and executed by you or on your behalf and constitutes your valid and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy, moratorium, insolvency, receivership, and other similar laws affecting the rights of creditors generally.

20.4 Terrorist Acts. You acknowledge that under applicable U.S. law, including Executive Order 13224, signed on September 23, 2001 (the “**Order**”), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, you represent and warrant to us that, as of the date of this Agreement, neither you nor any person holding any ownership interest in you, controlled by you, or under common control with you is designated under the Order as a person with whom business may not be transacted by us, and that you: (i) do not, and hereafter will not, engage in any terrorist activity; (ii) are not affiliated with and do not support any individual or Entity engaged in, contemplating, or supporting terrorist activity; and (iii) are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or Entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

20.5 Timely Receipt and Review of Agreement and Disclosure Document. You have received an execution ready copy of this Agreement at least seven calendar days before you executed this Agreement or any related agreements or paid any consideration to us. You have also received a FDD required by applicable state and/or federal laws, including a form of this Agreement, at least 14 calendar days (or such longer time period as required by applicable state law) before you executed this Agreement or any related agreements or paid any

consideration to us. You have reviewed this Agreement and the FDD and have been given ample opportunity to consult with, and ask questions of, our representatives regarding the documents. You have no knowledge of any representations made about the ROCKIN' JUMP franchise opportunity by us, our Affiliates, or any of our or their officers, directors, owners, or agents that are contrary to the statements made in our FDD or to the terms and conditions of this Agreement.

20.6 Financial Performance Representations. Except as may be stated in the FDD, you and your Owners acknowledge that neither we, nor any of our Affiliates, nor any of our or our Affiliates' officers, agents, employees, or representatives have made any representation to you, express or implied, as to the historical revenues, earnings, or profitability of any Business or the anticipated revenues, earnings, or profitability of the Business subject to the Franchise or any other business operated by us, our licensees, our franchisees, or our Affiliates. In entering into this Agreement, you are not relying upon any information furnished by us or our representatives other than the information contained in this Agreement and the FDD. Any information you have acquired from other ROCKIN' JUMP franchisees regarding their sales, profits or cash flows is not information obtained from us, and we make no representation about that information's accuracy. **YOU AND EACH OF YOUR OWNERS WARRANT AND REPRESENT THAT HE/SHE HAS NOT RELIED UPON ANY GUARANTEES CONCERNING REVENUE, PROFIT OR THE SUCCESS OF THIS FRANCHISE IN DECIDING TO SIGN THIS AGREEMENT.**

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

(IF ENTITY):

[Name]

By: _____

Name: _____

Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

APPENDIX A

FRANCHISEE-SPECIFIC TERMS

1. **Effective Date.** The Effective Date is: _____
2. **Franchisee's Name:** _____
3. **Franchisee's Address And Electronic Mail Address For Notices:**

4. **Form Of Entity Of Franchisee.**

1. **Corporation Or Limited Liability Company.** Franchisee was organized on _____ under the laws of the State of _____. Its Federal Employer Identification Number is _____. It has not conducted business under any name other than its corporate or company name.

Name of Each Director/Officer/Managing Member	Position(s) Held

2. **Partnership.** Franchisee is a general or limited partnership formed on _____, under the laws of the State of _____. Its Federal Employer Identification Number is _____. It has not conducted business under any name other than its partnership name.

Name of Each General Partner

5. **Responsible Person.** The name and home address of the Responsible Person is as follows: _____

6. Owners.

1. Franchisee and each of its Owners represents and warrants that the following is a complete and accurate list of all Owners of any interest whatsoever in Franchisee, including the full name and mailing address of each Owner, and fully describes the nature and extent of each Owner's interest in Franchisee. Franchisee and each Owner as to his ownership interest, represents and warrants that each Owner is the sole and exclusive legal and beneficial owner of his ownership interest in Franchisee, free and clear of all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

Owner's Name and Address	Percentage and Nature of Ownership Interest

2. **Control Group.** You represent and warrant that the following Owner or group of Owners has, directly or indirectly, 51% or more ownership interest in you and voting control over its ownership interests in you and constitutes your Control Group as described in Section 2.4 (Control Group) of the Franchise Agreement.

Owner's Name and Address	Percentage and Nature of Ownership Interest

[Appendix A Signature Page Follows]

This **Appendix A** is deemed accepted and made a part of the Franchise Agreement as of the Franchise Agreement's Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
Name: _____
Title: _____

Date: _____

FRANCHISEE

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

APPENDIX B

OWNERS' PERSONAL GUARANTY OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the ROCKIN' JUMP Franchise Agreement dated as of _____ (the "**Agreement**") by and between the ROCKIN' JUMP FRANCHISE, LLC ("**Franchisor**"), and _____ ("**Franchisee**"), each of the undersigned Owners of a greater than 10% interest in Franchisee hereby personally and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement (and any amendments) and that each and every representation of Franchisee made in connection with the Agreement (and any amendments) are true, correct and complete in all respects at and as of the time given; and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement (and any amendments), including, without limitation, the confidentiality obligations and non-competition covenants in Sections 8 (Confidential Information) and 17 (Covenants Not to Compete) of the Agreement, respectively.

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

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

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of the guaranty will inure to the benefit of our successors and assigns.

This guaranty shall be governed by the governing law provisions set forth in Section 19.12 (Governing Law) of the Agreement and all disputes related to it shall be resolved in accordance with the dispute resolution provisions set forth in Sections 19.11 (Dispute Resolution), 19.13 (Consent to Jurisdiction), 19.14 (Waiver of Punitive Damages, Jury Trial, and Class Actions), and 19.15 (Limitation of Claims) of the Agreement.

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

Appendix B-1

**PERCENTAGE OF OWNERSHIP
INTEREST IN FRANCHISEE**

GUARANTOR (S)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

APPENDIX C

OWNER PERSONAL COVENANTS REGARDING CONFIDENTIALITY AND NON-COMPETITION

In conjunction with your investment in _____ (“**Franchisee**”) a _____, you (“**Owner**” or “**you**”), acknowledge and agree as follows:

1. Franchisee owns and operates, or is developing, a Business located or to be located in the Protected Territory pursuant to a franchise agreement (“**Franchise Agreement**”) with ROCKIN’ JUMP FRANCHISE, LLC, which Franchise Agreement requires persons with legal or beneficial ownership interests in Franchisee under certain circumstances to be personally bound by the confidentiality and noncompetition covenants contained in the Franchise Agreement. All capitalized terms contained herein shall have the same meaning set forth in the Franchise Agreement.
2. You own or intend to own a legal or beneficial ownership interest in Franchisee and acknowledge and agree that your execution of this agreement (“**Agreement**”) is a condition to such ownership interest and that you have received good and valuable consideration for executing this Agreement. We may enforce this Agreement directly against you and Your Owners (as defined below).
3. If you are an Entity, all persons who have a legal or beneficial interest in you (“**Your Owners**”) must also execute this Agreement.
4. You and Your Owners, if any, may gain access to parts of our Confidential Information (as defined in Section 8.1 (Confidential Information) of the Franchise Agreement) as a result of investing in Franchisee. The Confidential Information is proprietary and includes our trade secrets. You and Your Owners hereby agree that while you and they have a legal or beneficial ownership interest in Franchisee and thereafter you and they: (a) will not use the Confidential Information in any other business or capacity (such use being an unfair method of competition); (b) will exert best efforts to maintain the confidentiality of the Confidential Information; and (c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form. If you or Your Owners cease to have an interest in Franchisee, you and Your Owners, if any, must deliver to us any such Confidential Information in your or their possession.
5. You specifically acknowledge that you will receive valuable, specialized training, Confidential Information, and other proprietary and specialized information and knowledge that provide a valuable, competitive advantage in operating a trampoline park. You further acknowledge that we would be unable to protect the Confidential Information against unauthorized use or disclosure or to encourage the free exchange of ideas and information among our franchisees if you were permitted to hold interests in or perform services for a Competitive Business (as defined in Section 1.2 (Definitions) of the Franchise Agreement), and we have granted you the Franchisee certain rights under the Franchise Agreement in consideration of, and in reliance upon, your agreement to deal exclusively with us. You therefore covenant that during the term of the Franchise Agreement (except as otherwise approved in writing by us), you, Your Owners, and you and their Immediate Families (as defined in Section 1.2 of the Franchise Agreement)

shall not, either directly, indirectly or through, on behalf of, or in conjunction with any person or legal entity:

1. Divert or attempt to divert any present or prospective business or customer of any Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;
 2. Recruit, employ or seek to employ any person who is at that time, or has been within the past six months, employed by us or one of our affiliates, or otherwise directly or indirectly induce such person to leave his or her employment; or
 3. Own, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, or have any interest in (as owner or otherwise) any Competitive Business.
6. You covenant that, except as otherwise approved in writing by us, you and Your Owners shall not, for a continuous, uninterrupted period of two years commencing upon the date of (a) a Transfer (as defined in Section 1.2 of the Franchise Agreement) permitted under Section 13 (Transfer) of the Franchise Agreement, (b) expiration of the Franchise Agreement, (c) termination or non-renewal of the Franchise Agreement (regardless of the cause for termination or non-renewal), or (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Paragraph, either directly or indirectly, for yourself or your Immediate Family, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, or have any interest in (as owner or otherwise) any Competitive Business that is, or is intended to be, located (a) at the Location of the Business, (b) within 15 miles of the Location, or (c) 15 miles of any Business in operation or under construction as of the date that you are required to comply with this Paragraph 6. You agree and acknowledge that the two-year period of this restriction shall be tolled during any time period in which you are in violation of this restriction.
7. You and each of Your Owners expressly acknowledge the possession of skills and abilities of a general nature and the opportunity to exploit such skills in other ways, so that enforcement of the covenants contained in Sections 5 and 6 will not deprive any of you of your personal goodwill or ability to earn a living. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope or in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, you and we agree that it will be enforced to the fullest extent permissible under Applicable Law and public policy. We may obtain in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause it irreparable harm. You and each of Your Owners acknowledges that any violation of Sections 4, 5 or 6 hereof would result in irreparable injury for which no adequate remedy at law may be available. If we file a claim to enforce this Agreement and prevail in such proceeding, you agree to reimburse us for all its costs and expenses, including reasonable attorneys' fees.

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

OWNER

If an Individual:

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

(Signature)

(Print Name)

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

By: _____
Print Name: _____
Title: _____

YOUR OWNERS:

If you are a corporation, partnership, limited liability company or other legal entity.

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

NOT APPLICABLE AT THIS TIME

APPENDIX D

SILENT INVESTORS

Franchisee owns and operates, or is developing, a Business located or to be located at _____ (“**Business**”) pursuant to a franchise agreement (“**Franchise Agreement**”) with ROCKIN’ JUMP FRANCHISE, LLC (“**Franchisor**”). Capitalized terms not defined herein have the meanings set forth in the Franchise Agreement. Franchisee and its Owners each acknowledge and agree as follows:

1. Silent Investor. As used in the Franchise Agreement and herein, the term “Silent Investor” means and refers to the following individuals and/or entities:

<u>Silent Investor Name and Address</u>	<u>Percentage Ownership Interest</u>
Silent Investor: _____ Address: _____ As owned/controlled by: _____ Address: _____ As owned/controlled by: _____ Address: _____	_____% _____% _____%
Silent Investor: _____ Address: _____ As owned/controlled by: _____ Address: _____ As owned/controlled by: _____ Address: _____	_____% _____% _____%
Silent Investor: _____ Address: _____ As owned/controlled by: _____ Address: _____ As owned/controlled by: _____ Address: _____	_____% _____% _____%

2. Additional Silent Investors/Franchisor Approval. The addition of Silent Investors, as well as the equity interest of each such Silent Investor, is subject to the Franchisor’s prior written

Appendix D-1

approval. Specifically, Franchisee Parties may not add any new Silent Investors unless such person or Entity, and any other person or Entity that directly or indirectly controls such person or Entity, first satisfies, to Franchisor's satisfaction, Franchisor's then-current character and financial requirements applicable to all ROCKIN' JUMP franchisees at the time, including, without limitation, the completion of a satisfactory background check and credit check conducted by (or on behalf of) Franchisor. Franchisee and Responsible Person ("**Franchisee Parties**") must notify Franchisor within seven calendar days of the date that any Silent Investor ceases having an ownership interest in Franchisee.

3. Silent Investor Prohibitions. Franchisee Parties each agree that no Silent Investor will:
 - A. Undertake or exercise an active role in the management or operation of the Business;
 - B. Have or otherwise acquire access to Confidential Information or other operating information, including information set forth in the Operations Manual (and/or any component thereof); or
 - C. Disclose his/her/its ownership interest in the Business to any third party, except for professional advisors that need to know or as required by law.
4. Covenants of Franchisee Parties. Franchisee Parties each covenant that they will not give, provide, disseminate, create access to, or otherwise release any or all of the following to any Silent Investor: Confidential Information, operating information other than financial statements, marketing techniques or materials that are similar to those used under or in connection with the Methods of Operations, member rate structures similar to those used under or in connection with the Methods of Operations, any of Franchisor's procedures or systems, and any other information that we designate as proprietary and confidential. Franchisee Parties further acknowledge, understand and agree that if a Silent Investor learns Confidential Information or other operating information at any time during or after the term of the Franchise Agreement, Franchisee Parties will be presumed to have disclosed such Confidential Information or other operating information to the Silent Investor(s).
5. Representation and Warranty. Franchisee Parties expressly represent and warrant to Franchisor that the individuals and/or entities identified in Section 1 above constitute all Silent Investors as of the Effective Date, and that no different or additional Silent Investors will acquire or otherwise obtain an interest in Franchisee absent compliance with the conditions described in Section 2 above.
6. Liability for Damages. If any or all of the Franchisee Parties violate the confidentiality or non-competition provisions of the Franchise Agreement and/or Section 4 (above), the Franchisee Parties will be jointly and severally liable for any such breach, including, to the fullest extent possible, all damages and costs resulting from Franchisor's enforcement or attempted enforcement against any or all Franchisee Parties of any provision of this Appendix or the Franchise Agreement.
7. Cross Default. For the avoidance of doubt, any breach or default under this Appendix D (including, without limitation, Section 4 above) will be deemed an incurable default under the Franchise Agreement. Franchisee Parties acknowledge that a violation of Sections 3 and/or 4 of this Appendix would result in irreparable injury for which no adequate remedy at

law may be available. If Franchisor files a claim to enforce the terms of this Appendix and prevails in such proceeding, Franchisee Parties agree to reimburse Franchisor for all its costs and expenses, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the Effective Date noted below.

(Name of corporation, partnership, or
limited liability company)

ROCKIN' JUMP FRANCHISE, LLC
A California Limited Liability Company

By: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EFFECTIVE DATE: _____

Owners:

(Signature)

(Date)

(Print Name)

(Signature)

(Date)

(Print Name)

TO BE NEGOTIATED WITH LANDLORD

APPENDIX E

ADDENDUM TO LEASE

This addendum ("**Addendum**") is executed as of this _____ day of _____, by and between ("**Franchisee**") and _____ ("**Landlord**") as an addendum to the lease (as amended, renewed, and/or extended from time to time, "**the Lease**") for the _____ premises located at _____, state of _____, (the "**Premises**"), dated as of _____.

WHEREAS, Franchisee has entered into a franchise agreement ("**Franchise Agreement**") with ROCKIN' JUMP FRANCHISE, LLC ("**Franchisor**") for the operation of a ROCKIN' JUMP business ("**Business**") at the Premises, and as a requirement thereof, the Lease for the Premises must be subject and subordinate to the provisions contained in this Addendum; and

WHEREAS, Landlord and Franchisee agree that in the event of any conflict, the terms contained herein shall supersede any terms to the contrary set forth in the Lease.

1. Landlord shall deliver to Franchisor a copy of any notice of default or termination of the Lease at the same time such notice is delivered to Franchisee.

2. Franchisee hereby assigns to Franchisor, with Landlord's irrevocable and unconditional consent, all of Franchisee's rights, title and interests to and under the Lease upon any termination or non-renewal of the Franchise Agreement, but no such assignment shall be effective unless: (a) the Franchise Agreement is terminated or expires without renewal; (b) Franchisor has exercised its option to purchase, if any, under the Franchise Agreement; and (c) Franchisor notifies the Franchisee and Landlord in writing that Franchisor assumes Franchisee's obligations under the Lease.

3. Franchisor shall have the right, but not the obligation, upon giving written notice of its election to Franchisee and Landlord, to cure any breach of the Lease and, if so stated in the notice, to also succeed to Franchisee's rights, title and interests thereunder.

4. The Lease may not be modified, amended, supplemented, renewed, extended or assigned by Franchisee without Franchisor's prior written consent.

5. Franchisee shall have the right to assign the Lease or sublet the Premises to Franchisor without Landlord's approval, and any assignment or subletting provisions set forth in the Lease shall not apply to any such assignment or subletting.

6. Franchisee and Landlord acknowledge and agree that Franchisor shall have no liability or obligation whatsoever under the Lease unless and until Franchisor assumes the Lease in writing pursuant to Section 2 or 3 above.

7. If Franchisor assumes the Lease as provided above, Franchisor may, without Landlord's consent, further assign the Lease to a franchisee of Franchisor to operate the

Appendix E-1

Premises, provided that the proposed franchisee has met all of Franchisor's applicable program criteria and requirements and has executed Franchisor's standard franchise agreement. Landlord agrees to execute such further documentation to confirm its consent to the assignment permitted under this Exhibit as Franchisor may reasonably request. Upon such assignment to a franchisee of Franchisor, Franchisor shall be released from any further liability under the terms and conditions of the Lease.

8. Landlord and Franchisee hereby acknowledge that Franchisee has agreed under the Franchise Agreement that Franchisor and its employees or agents shall have the right to enter the Premises for certain purposes. Landlord hereby agrees not to interfere with or prevent such entry by Franchisor, its employees or agents. Landlord and Franchisee hereby further acknowledge that in the event the Franchise Agreement expires (without renewal) or is terminated, Franchisee is obligated to take certain steps under the Franchise Agreement to de-identify the Premises. Landlord agrees to permit Franchisor, its employees or agent, to enter the Premises and remove signs (both interior and exterior), decor and materials displaying any marks, designs or logos owned by Franchisor, provided Franchisor shall, at its expense, repair any damage to the Premises as a result thereof.

9. Landlord agrees to allow Franchisee to remodel, equip, paint and decorate the interior and exterior of the Premises pursuant to the terms of the Franchise Agreement and any successor Franchise Agreement under which Franchisee may operate the Business at the Premises.

10. Landlord agrees that during and after the term of the Lease, it will not disclose or use Franchisor's Confidential Information (as defined below) for any purpose other than for the purpose of fulfilling Landlord's obligations under the Lease. "Confidential Information" as used herein shall mean all non-public information and tangible things, whether written, oral, electronic or in other form, provided or disclosed by or on behalf of Franchisee to Landlord, or otherwise obtained by Landlord, regarding the design and operations of the business located at the Premises, including, without limitation, all information identifying or describing the floor plan, equipment, furniture, fixtures, wall coverings, flooring materials, shelving, decorations, trade secrets, trade dress, "look and feel," layout, design, menus, recipes, formulas, manner of operation, suppliers, and all other products, goods, and services used, useful or provided by or for Franchisee on the Premises. Landlord acknowledges that all Confidential Information belongs exclusively to Franchisor. Landlord agrees that should it breach or threaten to breach this provision of this Exhibit, Franchisor will suffer irreparable damages and Franchisor's remedy at law will be inadequate. Therefore, if Landlord threatens or actually breaches this provision, Franchisor shall be entitled to all remedies available to Franchisor at law or in equity, including, without limitation, injunctive relief.

11. Landlord agrees that: (a) Franchisor has solely granted to Franchisee the right to use Franchisor's proprietary trade name, trademarks, service marks logos, insignias, slogans, emblems, symbols, designs and indicia of origin (collectively the "Marks") at the Premises under the terms of the Franchise Agreement; and (b) Franchisor has not granted any rights or privileges to Landlord to use the Marks at the Premises or anywhere else; and (c) Landlord's unauthorized use of the Marks during or after the term of the Lease shall cause irreparable harm to Franchisor and Franchisor's remedy at law will be inadequate. Therefore, if Landlord threatens or actually breaches this provision, Franchisor shall be entitled to all remedies available to Franchisor at law or in equity, including, without limitation, injunctive relief.

12. Copies of any and all notices required or permitted hereby or by the Lease shall also be sent to Franchisor at the following addresses, or such other addresses as Franchisor shall specify by written notice to Landlord.

c/o Rockin' Jump Franchise, LLC
86 N. University Avenue, #350
Provo, Utah 84601
Attn:

With copies at all times to:

c/o Rockin' Jump Franchise, LLC
86 N. University Avenue, #350
Provo, Utah 84601
Attn:

and

13. Under the Franchise Agreement, any lease for the location of a Business is subject to Franchisor's approval. Accordingly, the Lease is contingent upon such approval.

14. Franchisor, along with its successors and assigns, is an intended third party beneficiary of the provisions in this Addendum.

15. References to the Lease and the Franchise Agreement include all amendments, addenda, extensions and renewals to such documents.

16. References to the Landlord, Franchisee and Franchisor include the successors and assigns of each of the parties.

[Signature blocks on next page]

WITNESS the execution hereof under seal.

LANDLORD:

Date: _____, _____

FRANCHISEE:

Date: _____, _____

APPENDIX F

PROTECTED TERRITORY AND LOCATION

The Protected Territory includes the following zip codes:

and areas as outlined on the map shown on Appendix F-1.

The Location is: _____.

If no Location is accepted at the time this Agreement is signed, this **Appendix F** will be updated when a Location has been designated by you and accepted by us. The Location must be designated and your lease signed within nine months of the Effective Date of this Agreement and must be within the Protected Territory. Once the Location is identified, we may, in our sole discretion, revise the Protected Territory.

Effective Date of Appendix F: _____

FRANCHISEE:

ROCKIN' JUMP FRANCHISE, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPENDIX F-1
Map of Protected Territory and Location

Appendix F-1

APPENDIX G
ACKNOWLEDGMENT ADDENDUM TO
THE ROCKIN' JUMP FRANCHISE AGREEMENT

As you know, you and we are entering into a Franchise Agreement for the operation of a ROCKIN' JUMP franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*

1. Did you receive a copy of our Franchise Disclosure Document (and all exhibits and attachments) ("FDD") at least (a) 14 calendar days prior to signing the Franchise Agreement, or (b) if you are a resident of Iowa, New York or Oklahoma, at the earlier or the first personal meeting or 10 business days before the execution of the franchise or other agreement or payment of any consideration, or if you are a resident of Michigan, Oregon or Wisconsin, at the earlier of 10 business days before the execution of any binding agreement or payment of any consideration, or (d) if you are a resident of Washington, 14 calendar days prior to payment or execution of the Franchise Agreement? Check one: ☐ Yes. ☐ No.
2. Have you studied and reviewed carefully our FDD and Franchise Agreement? Check one: ☐ Yes. ☐ No.
3. Is the name, address and phone number of any broker and each of our employees or representatives who was involved in offering you this franchise listed on the FDD receipt you signed (or on any updated receipt we provided to you)? Check one: ☐ Yes. ☐ No.
4. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise, meaning that any prior oral or written statements not included in the Franchise Agreement or our FDD will not be binding? Check one: ☐ Yes. ☐ No.
5. Do you understand that the success or failure of your business will depend in large part on your skills and experience, your business acumen, your location, the local market for products, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Check one: ☐ Yes. ☐ No.
6. Do you understand that that, unless there exists a currently effective Multi-Unit Development Agreement between you and us, the franchise granted is for the right to operate a single ROCKIN' JUMP facility at the authorized location only and includes no exclusive area or protected territory, and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, near your authorized location? Check one: ☐ Yes. ☐ No.

7. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Section 17 of the Franchise Agreement and that an injunction is an appropriate remedy to protect the interests of the ROCKIN' JUMP system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly in Section 17 of the Franchise Agreement, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one: ☐ Yes. ☐ No.
8. Do you understand that the current economic crisis and financial situation could have a negative impact on the trampoline park industry, the ROCKIN' JUMP franchise system and your business? Do you also understand that the economic situation may worsen? Check one: ☐ Yes. ☐ No.

If you answered "No" to questions 1-8, please explain (attached additional sheets if necessary): _____

9. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the FDD? Check one: ☐ Yes. ☐ No.
10. Except as stated in Item 19 of our FDD, was any oral, written or visual claim or representation made to you which stated, suggested, predicated or projected your sales, income or profit levels? Check one: ☐ Yes. ☐ No.
11. Except as stated in Item 19 of our FDD, did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the FDD or that is contrary to or different from the information in the FDD? Check one: ☐ Yes. ☐ No.

If you answered "Yes" to questions 9-11, please explain in detail the claim, representation or statement (attached additional sheets if necessary): _____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

APPROVED ON BEHALF OF ROCKIN' JUMP FRANCHISE, LLC:

Signed: _____

Print Name: _____

Date: _____

*Such representations are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law, to the extent applicable. In addition, except to the extent we have negotiated changes to the Franchise Agreement and/or Multi-Unit Development Agreement that differ from the FDD, nothing in this Acknowledgement Addendum or in any related agreement is intended to disclaim representations made in ROCKIN' JUMP FRANCHISE, LLC's 2022 FDD that was provided to you.

ROCKIN' JUMP
EXHIBIT "D"
TO THE DISCLOSURE DOCUMENT
MULTI-UNIT DEVELOPMENT AGREEMENT

**ROCKIN' JUMP
MULTI-UNIT DEVELOPMENT AGREEMENT**

[NAME OF DEVELOPER]

[NAME OF DEVELOPMENT AREA]

Table of Contents

	<u>Page</u>
1. Development Area.	1
2. Grant of Development Rights.	1
3. Term.	2
4. Initial Services and Ongoing Obligations.	2
5. Our Reservation of Rights.	2
6. Development Fee.	2
7. Execution of Franchise Agreements.	2
8. Ownership; Control Group; Responsible Person Personal Guaranty.	3
9. Default and Termination.	4
10. Franchise Agreements May Not be Affected.	4
11. Future Development.	4
12. Compliance with Applicable Laws.	5
13. Your Non-Competition Obligations.	5
13.1 During Term.	5
13.2 After Term.	5
13.3 Other Covenants.	5
13.4 Exception.	5
13.5 Injunctive Relief.	6
14. No Rights to Development Area Upon Termination.	6
15. Assignment by Us.	6
16. Assignment by You.	6
17. Severability.	6
18. Waivers.	6
19. Dispute Resolution.	6
19.1 Mediation.	6
19.2 Arbitration.	7
19.3 Exceptions to Arbitration.	8
19.4 Prevailing Party's Fees.	9
19.5 Survival.	9
19.6 Tolling of Statute of Limitations.	9
19.7 Performance to Continue.	9
19.8 Governing Law.	9
20. Consent to Jurisdiction.	9
21. Waiver of Punitive Damages, Jury Trial and Class Actions.	9

Table of Contents
Continued

	<u>Page</u>
22. Notices.	10
23. Force Majeure.	10
24. Multiple Copies.	10
25. Entire Agreement.	10
26. Modification.	11
27. No Third Party Beneficiaries.	11
28. Other Franchisees/Developers.	11
29. Binding Effect.	11
30. No Guarantee of Success.	11

APPENDIX A – DEVELOPER-SPECIFIC TERMS

EXHIBIT B – OWNERS’ PERSONAL GUARANTY OF DEVELOPER’S OBLIGATIONS

ROCKIN' JUMP MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (the “**Agreement**”) is made and entered into as of the date listed on Appendix A (the “**Effective Date**”) Rockin' Jump Franchise, LLC, a limited liability company formed under California law, with its principal business address at 86 N. University Avenue, #350, Provo, Utah 84601 (referred to in this Agreement as “**we**,” “**us**” or “**our**”), and the person or entity identified on Appendix A as the “**Developer**” with its principal place of business as set forth on Appendix A (referred to in this Agreement as “**you**” or “**your**”).

WHEREAS, you have provided us with any and all financial information about your shareholders, partners, officers, directors, guarantors and other persons as we have requested; and

WHEREAS, you desire to develop, own and operate, through yourself or an affiliate in which your Control Group (as defined in Section 8 below) owns 51% or more interest (an “**Affiliated Entity**”), multiple trampoline parks (each, a “**Business**”) in the development area specified in Appendix A (the “**Development Area**”).

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby mutually agree as follows:

1. Development Area. With respect to the Development Area specified in Appendix A, all political boundaries shall be considered fixed as of the date of this Agreement and shall not change for the purpose hereof, notwithstanding a political reorganization or change to such boundaries or regions. All street boundaries shall be deemed to end at the street center line unless otherwise specified above. In case of inconsistency between the written description above and any map attached to Appendix A, the written description of the Development Area controls.

2. Grant of Development Rights.

2.1 Subject to the terms and conditions of this Agreement, we grant you the right, and you undertake the obligation, to establish and operate in the Development Area for your own account or through an Affiliated Entity, the number of Businesses specified in the development schedule in Appendix A (the “**Development Schedule**”). This Agreement does not grant you any right to use the ROCKIN' JUMP trademark or any other marks that we designate (the “**Marks**”) or the system and methods used in Businesses (the “**System**”), which are each granted only by the execution of a Franchise Agreement with us. You may not develop the Businesses at locations outside of the Development Area and you may not sublicense any of the rights granted to you herein.

2.2 You must have open and in continuous operation in the Development Area, pursuant to Franchise Agreements, the cumulative number of Businesses specified in the Development Schedule by each of the development deadlines specified in the Development Schedule (the “**Development Deadlines**”).

2.3 You represent that you conducted your own independent investigation and analysis of the prospects for the establishment of Businesses within the Development Area, approve the Development Schedule as being reasonable and viable, and recognize that failure

to achieve the results described in the Development Schedule will constitute material breach of this Agreement.

3. Term. Unless sooner terminated in accordance with Section 9, the term of this Agreement will expire on the tenth anniversary of the Effective Date.

4. Initial Services and Ongoing Obligations. You acknowledge and agree that our initial service under this Agreement is solely to identify the Development Area and that we have no ongoing obligations such as training or operational assistance to you under this Agreement. All ongoing and further obligations to you in opening your locations shall be provided pursuant to any Franchise Agreements between you and us.

5. Our Reservation of Rights. Although we will not develop, operate, or franchise a Business physically located within the Development Area while this Agreement is in effect, we, our parent and our affiliates (and our and their respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all rights with respect to the Marks, the System and Businesses anywhere in the world, and the right to engage in any business whatsoever, and any other right not expressly granted to you in this Agreement, including the right to:

5.1 operate, and/or grant to others the right to operate, any trampoline park, inflatable indoor bouncing, rock climbing, go carts, miniature golf, family fun centers or similar family entertainment establishments ("**Competitive Businesses**") offering similar or identical products, services, and classes and using the System or elements of the System (i) under the Marks anywhere outside of the Development Area or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Development Area;

5.2 offer to sell, or sell and distribute, any products or services under any trade names, trademarks, service marks or trade dress, including the Marks, anywhere through any distribution channels or methods, which may include retail stores, wholesale, and the Internet (or any other existing or future form of electronic commerce);

5.3 acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere or business conducted anywhere and, even if such businesses are located in the Development Area, (i) convert the other businesses to the ROCKIN' JUMP name, (ii) permit the other businesses to continue to operate under another name, and/or (iii) permit the businesses to operate under another name and convert existing Businesses to such other name.

6. Development Fee. For the rights we grant you under the terms of this Agreement, you agree to pay us a development fee as specified in Appendix A (the "**Development Fee**") upon execution of this Agreement. The Development Fee is fully earned on receipt and is not refundable for any reason.

7. Execution of Franchise Agreements.

7.1 You or an Affiliated Entity must execute a separate Franchise Agreement in our then-current form (a "**Franchise Agreement**") for each Business to be established by you in the Development Area, except that you are not required to pay us any Initial Franchise Fee under such Franchise Agreement. Further, provided that you are in good standing at the time each subsequent Franchise Agreement is executed, we will modify each such Franchise Agreement so that the "Royalty Fee" in each such agreement shall be equal to 6% of the Total Gross Revenue (as defined in such Franchise Agreement) of the Business.

7.2 If you fail to provide us with an executed then-current form of Franchise Agreement (as modified consistent with the preceding sentences) at least 60 days prior to the date scheduled as the opening date for a particular location, your failure will be deemed a material breach of this Agreement and we will have the right to terminate this Agreement as provided herein.

8. Ownership; Control Group; Responsible Person Personal Guaranty.

8.1 Any person holding an ownership interest in you is an “**Owner**” for purposes of this Agreement. You acknowledge and agree that we have granted the rights in Section 1 above to you, (a) based on you, your Owner or the group of Owners described in Appendix A hereof that has, directly or indirectly, 51% or more ownership interest in you and voting control over its ownership interests in you (“**Control Group**”) and (b) based on the same ownership and voting control of such Control Group, in the same percentage as hereunder, in each Franchisee that executes a Franchise Agreement hereunder. If you are a business corporation, partnership, limited liability company or other legal entity (an “**Entity**”), the same Control Group must own a minimum of 51% in you and in any Affiliated Entity executing a Franchise Agreement as a ROCKIN' JUMP franchisee (“**Franchisee**”) pursuant to this Agreement. All such ownership interests of Owners in the Control Group shall be in the same percentages in your Entity under this Agreement as it shall be in any Franchisee Entity executing a Franchise Agreement. Furthermore, you acknowledge and agree that we have the right to approve in advance the ownership structure of each Franchisee executing a Franchise Agreement pursuant to this Agreement.

8.2 Each Owner that has a greater than 10% interest in you, if you are an Entity, must sign Appendix B to this Agreement (Owners' Personal Guaranty of Franchisee's Obligations). However, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or Entity who directly or indirectly owns 10% or less interest in you, we have the right to designate that person as an Owner who must sign Appendix B to this Agreement. In addition, if you are a partnership Entity, then each person or entity who, now or hereafter is or becomes a general partner is deemed an Owner who must sign Appendix B, regardless of their percentage ownership interest.

8.3 You must designate one individual, who shall be set forth in Appendix A, who has the authority to, and does in fact, actively direct your business affairs related to your obligations under this Agreement (“**Responsible Person**”). You (or your Responsible Person) shall exert your (or their) best efforts to the development of your Businesses; and absent our prior approval may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with the obligations hereunder. You must notify us of any proposed change of the Responsible Person and receive our written approval prior to such change. If such change results from the termination (whether voluntary or involuntary) of the Responsible Person, you must submit a new proposed Responsible Person within 15 days after such termination. Neither you nor your Owners will, directly or indirectly, take any actions to avoid or restrict the authority requirement for the Responsible Person.

8.4 Your Responsible Person and other Owners are identified in Appendix A to this Agreement. You and each of your Owners represent, warrant and agree that the attached Appendix A is a current, complete and accurate list of all Owners. Every time there is a change in the persons or Entities who are your Owners, you must, within seven calendar days from the

date of such change, notify us of the change and cooperate with us in updating Appendix A so that it is at all times current, complete and accurate.

9. Default and Termination.

9.1 If (i) you fail to comply with the Development Schedule for any location at any time, (ii) you fail to comply with the other terms of this Development Agreement, or (iii) we terminate a Franchise Agreement between you or an Affiliated Entity and us, we may terminate this Agreement immediately upon the occurrence of (iii) and following our giving you 30 days' notice and opportunity to cure upon the occurrence of (i) or (ii), without further recourse to you.

9.2 Without waiving any rights afforded to us under this Agreement or any Franchise Agreement in which you or an Affiliated Entity own or hold any interest, we have the right, but no obligation, to refrain from exercising our termination right in favor of granting you a written extension on the Development Schedule. Such an extension may, in our business judgment, be conditioned on any or all of the following: (a) a reduction in the size of the Development Area; (b) a modified Development Schedule (in terms of timing and/or number of units to be opened); (c) your execution of our then-current form of general release; and/or (d) your execution of our then-current form of Development Agreement, which shall replace this Agreement and which may contain materially different terms and conditions. In addition, if we grant you a written extension, you must pay to us an extension fee of \$250 per day. Nothing obligates us to grant you an initial or any subsequent extension on the Development Schedule. We reserve the right to terminate this Agreement at any time if you fail to comply with its terms, including at the end of any unfulfilled extension period.

10. Franchise Agreements May Not be Affected. Upon termination of this Agreement, (i) you and your Affiliated Entities will continue to pay all required fees and operate the Businesses that you or they own in the Development Area pursuant to the terms of the applicable Franchise Agreement that we executed prior to the termination of this Agreement, and (ii) your (or your Affiliated Entity's) and our rights and obligations with respect to your existing Businesses will be governed by the terms of the applicable Franchise Agreements unless there also exists a basis to terminate the applicable Franchise Agreement(s) for such Business(es) and we exercise such right.

11. Future Development. You recognize and acknowledge that this Agreement requires you to open Businesses in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Franchise Disclosure Document are subject to increase over time, and that future Businesses likely will involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to you prior to the execution of this Agreement. You must execute all the Franchise Agreements and open all the Businesses by the dates set forth on the Development Schedule, regardless of (i) the requirement of a greater investment, (ii) the financial condition or performance of your prior Businesses, or (iii) any other circumstances, financial or otherwise. The foregoing will not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Development Agreement if you have not complied with each and every condition necessary to develop the Businesses, or if you do not meet our then-current requirements for franchisees at the time you are scheduled to execute a Franchise Agreement.

12. Compliance with Applicable Laws. You must, at your expense, comply with all federal, state, city, municipal and local laws, ordinances, rules and regulations in the Development Area pertaining to the development of your Businesses.

13. Your Non-Competition Obligations.

13.1 During Term. You, any personal guarantors, each of your Owners and your and your Owner's respective spouse, parent (including step parents), sibling (including half siblings), or child (including step children), whether natural or adopted (such relatives, the "Immediate Family"), will not, during the term of this Agreement, directly, indirectly or through, on behalf of, or in conjunction with any person or legal entity:

(a) Divert or attempt to divert any present or prospective business or customer of any Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(b) Recruit, employ or seek to employ any person who is at that time, or has been within the past six months, employed by us or one of our affiliates, or otherwise directly or indirectly induce such person to leave his or her employment; or

(c) Own, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, or have any interest in any Competitive Business.

13.2 After Term. You covenant that, except as otherwise approved in writing by us, you and your Owners shall not, for a continuous, uninterrupted period of two years commencing upon the date of (a) a transfer permitted under Section 16, (b) expiration of this Agreement, (c) termination of this Agreement (regardless of the cause for termination), or (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 13.2, either directly or indirectly, for yourself or your spouse, parents (including step parents), siblings (including half siblings), and children (including step children), whether natural or adopted (your "**Immediate Family**"), or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, or have any interest in (as owner or otherwise) any Competitive Business that is, or is intended to be, located (a) within the Development Area, (b) within 15 miles of any Business developed pursuant to this Agreement, or (c) within 15 miles of any Business in operation or under construction as of the date that you are required to comply with this Section 13.2. You agree and acknowledge that the two-year period of this restriction shall be tolled during any time period in which you are in violation of this restriction.

13.3 Other Covenants. Furthermore, you agree and acknowledge that any in-term covenant to compete that applies to you, your affiliates, your Owners or your Immediate Family under any Franchise Agreement with us shall continue to apply and will not be superseded or amended by the termination of this Agreement and the applicability of Section 13.3.

13.4 Exception. The restrictions in Sections 13.1.3 and 13.2 do not apply to: (a) interests in or operation of a Business under a written Franchise Agreement with us; or (b) the ownership of shares of a class of securities that are listed on a public stock exchange or traded on the over-the-counter market and that represent less than 5% of that class of securities.

13.5 Injunctive Relief. You agree that damages alone cannot adequately compensate us if there is a violation of these noncompetitive covenants and that injunctive relief is essential for our protection. You therefore agree that in case of any alleged breach or violation of this Section, we may seek injunctive relief without posting any bond or security, in addition to all other remedies that may be available to us at equity or law.

14. No Rights to Development Area Upon Termination. After the termination or expiration of this Agreement for any reason, any and all rights you had in and to the Development Area shall cease, and we will have the absolute and unrestricted right to develop the Development Area or to contract with other franchisees for the future development of the Development Area.

15. Assignment by Us. We have the right to sell or assign, in whole or in part, our interests in this Agreement, and any such sale or assignment shall inure to the benefit of any assignee or other legal successor to our interest.

16. Assignment by You. You may only transfer your rights and interests under this Agreement if you obtain our prior written consent and transfer all of your, and your Affiliated Entities' respective rights and interests under all Franchise Agreements for the Businesses in the Development Area. Accordingly, the assignment terms and conditions in the Franchise Agreements apply to any transfer of your rights and interests under this Agreement or any ownership in you, except that you cannot assign your rights and interests in this Agreement for an amount of consideration greater than the Development Fee specified in Section 6 (Development Fee) unless we otherwise agree and you comply with all supplemental assignment conditions we specify in our business judgment, including, without limitation, your payment of supplemental transfer fee in the amount we specify.

17. Severability. To the extent that this Agreement is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time, but may be made enforceable by reductions of any or all thereof, the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction where enforcement is sought.

18. Waivers. Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is in a writing signed by or on behalf of both parties.

19. Dispute Resolution.

19.1 Mediation. Except as provided in Section 19.3 (Exceptions to Arbitration), prior to filing any demand for arbitration, the parties agree to mediate any dispute, controversy or claim between and among the parties and any of our or your affiliates, officers, directors, shareholders, members, guarantors, employees or owners arising under, out of, in connection with or in relation to (i) this Agreement, (ii) any lease or sublease for your Business, (iii) any loan or other finance arrangement between us or our Affiliates and you, (iv) the parties' relationship, (v) your Business, or (vi) the System (a "**Dispute**") in accordance with the following procedures:

(a) The party seeking mediation must commence mediation by sending the other party, in accordance with Section 23 (Notices), a written notice of its request for

mediation headed “**Notification of Dispute.**” The Notification of Dispute will specify, to the fullest extent possible, the party's version of the facts surrounding the dispute; the amount of damages and the nature of any injunctive or other relief such party claims. The party (or parties as the case may be) receiving a Notification of Dispute will respond within 20 days after receipt thereof, stating its version of the facts and, if applicable, its position as to damages sought by the party initiating the dispute procedure; provided, however, that if the dispute has been the subject of a default notice given under Section 9 (Default and Termination), the other party will respond within 10 business days.

(b) Upon receipt of a Notification of Dispute and response under Section 19.1(a), the parties will endeavor, in good faith, to resolve the dispute outlined in the Notification of Dispute and response. If the parties have been unable to resolve a dispute outlined in a Notification of Dispute or a response thereto within 20 days after receipt of the response, either party may initiate a mediation procedure with the American Arbitration Association (“AAA”), pursuant to its Commercial Mediation Procedures, in the city of our then-current corporate headquarters, unless both parties agree to a different location. The parties must select a mediator jointly.

(c) All mediation sessions must be attended by an Owner (who has authority to settle the dispute on your behalf) and our representative(s) who is/are authorized to settle the dispute. The parties may be represented by counsel at the mediation. The parties agree to participate in the mediation proceedings in good faith and with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures. If the dispute is not resolved within 30 days, any party may initiate an arbitration pursuant to Section 19.2 (Arbitration). In addition, if the party receiving notice of mediation has not responded within 5 days of delivery of the notice or a party fails to participate in the mediation, this Section 19.1 will no longer be applicable and the other party can pursue arbitration. The parties agree that the costs of the mediator will be split equally between the parties. Each party must pay its own fees and expenses incurred in connection with the mediation. The mediation proceeding and any negotiations and results thereof will be treated as a compromise settlement negotiation and the entire process is confidential. At least five days prior to the initial mediation session, each party must deliver a written statement of positions.

19.2 Arbitration. Except as provided in Section 19.3 (Exceptions to Arbitration), any Dispute, including any dispute regarding the scope or validity of the arbitration obligation under this Section, not resolved by mediation must be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect to be heard by one arbitrator.

(a) **Counterclaims.** In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

(b) **Waiver of Class Actions.** Any arbitration must be on an individual basis only as to a single franchise (and not as or through an association) and the parties and the arbitrator will have no authority or power to proceed with any claim on a class-wide basis or otherwise to join or consolidate any claim with any claim or any other proceeding involving third parties. If a court or arbitrator determines that this limitation

on joinder of or class-wide claims is unenforceable, then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts, in accordance with Section 21 (Consent to Jurisdiction).

(c) **Venue**. The arbitration must take place in the city where our headquarters is located at the time of the dispute.

(d) **Arbitrator**. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator will have subpoena powers limited only by the laws of the state in which our corporate headquarters is then located. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. The arbitrator may not under any circumstance (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary damages, (c) certify a class or a consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which our corporate headquarters is then located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the parties, including: any decision as to whether Section 19.2 (Arbitration) is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

(e) **Orders**. The arbitrator can issue summary orders disposing of all or part of a claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

(f) **Procedure**. The parties to the dispute will have the same discovery rights as are available in civil actions under the laws of the state in which our corporate headquarters is then located. All other procedural matters will be determined by applying the statutory, common laws, and rules of procedure that control a court of competent jurisdiction in which our corporate headquarters is then located.

(g) **Confidential**. Other than as may be required by law, the entire arbitration proceedings (including any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

(h) **Advances**. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek recovery of those costs in accordance with Section 19.4 (Prevailing Party's Fees).

19.3 Exceptions to Arbitration. Notwithstanding Sections 19.1 (Mediation) and 19.2 (Arbitration), the parties agree that the following Disputes will not be subject to arbitration or mediation:

(a) any action for equitable relief, including seeking preliminary or permanent injunctive relief, specific performance, declaratory relief, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including prior to or during the pendency of any arbitration proceedings initiated hereunder;

(b) any action in ejectment or for possession of any interest in real or personal property;

(c) any action which by Applicable Law cannot be arbitrated; or

(d) our decision in the first instance to issue a notice of default and/or notice of termination, or undertake any other conduct with respect to the franchise relationship that might later result in a dispute or controversy between us.

19.4 Prevailing Party's Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement will be entitled to recover its reasonable costs and expenses (including attorneys' fees, arbitrator's fees and expert witness fees, costs of investigation and proof of facts, court costs, and other arbitration or litigation expenses) incurred in connection with the claims on which it prevailed.

19.5 Survival. The provisions of this Section 19 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

19.6 Tolling of Statute of Limitations. All applicable statutes of limitation and defenses based on the passage of time are tolled while the dispute resolution procedures in this Section 19 are pending. The parties will take such action, if any, required to effectuate such tolling.

19.7 Performance to Continue. Each party must continue to perform its obligations under this Agreement pending final resolution of any Dispute pursuant to this Section 19, unless to do so would be impossible or impracticable under the circumstances. **Governing Law.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware. In the event of any conflict-of-law question, the laws of Delaware shall prevail, without regard to the application of Delaware conflict-of-law rules. **Consent to Jurisdiction.** Subject to Section 19 (Dispute Resolution), you and the Owners must file any suit against us, and we may file any suit against you, in federal or state courts located in the state where our principal place of business is then located. You (and each Owner) irrevocably submit to the jurisdiction of such courts and waive any objection you (or he or she) may have to either the jurisdiction of or venue in such courts. **Waiver of Punitive Damages, Jury Trial and Class Actions.** Except with respect to any obligation to indemnify us and claims we bring against you for your unauthorized use of the Marks or unauthorized use or disclosure of any confidential information, we and you and your respective Owners 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, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains. We and you irrevocably waive, to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either of us. Any claims must be brought on an individual basis only as to a single franchise (and not as or through an association or class). Each party acknowledges

that it has had a full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

23. Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be given by one of the following methods of delivery: (i) personally; (ii) by certified or registered mail, postage prepaid; (iii) by overnight delivery service; or (iv) by electronic mail (with a copy sent by US Mail or overnight delivery service. Notices to you will be sent to the address set forth on Appendix A. Notices to us must be sent to:

Rockin' Jump Franchise, LLC
86 N. University Avenue, #350
Provo, Utah 84601
Attn: Chief Operating Officer
legal@circustrix.com
franchiseops@rockinjump.com

With a copy to: General Counsel (at the same address)

Either party may change its mailing address or email address number by giving notice to the other party. Notices will be deemed received the same day when delivered personally, upon attempted delivery when sent by registered or certified mail or overnight delivery service, or when sent by electronic mail

24. Force Majeure. Neither we nor you will be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations is not our or your fault and results from: (i) transportation shortages, inadequate supply of equipment, products, merchandise, supplies, labor, material or energy or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; (ii) acts of nature; (iii) fires, strikes, embargoes, war or riot; (iv) failure to obtain land use or environmental approvals from the applicable government body or agency, so long as you diligently pursue any such required approvals; or (v) any other similar event or cause.

25. Multiple Copies. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which when taken together shall constitute one and the same document. This Agreement shall not be binding on either party until it is executed by both parties.

26. Entire Agreement. This Agreement, together with any addenda and appendices, constitute the sole agreement between you and us with respect to the entire subject matter of this Development Agreement and embodies all prior agreements and negotiations with respect to your Businesses authorized hereunder. We expressly disclaim any understandings, agreements, inducements, course(s) of dealing, representations (financial or otherwise), promises, options, rights of first refusal, guarantees, warranties (express or implied) or otherwise (whether oral or written) which are not fully expressed in this Agreement. Nothing in this or any related agreement, however, is intended to disclaim the representations made by us in the Franchise Disclosure Document that was furnished to you by us.

27. **Modification.** This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

28. **No Third Party Beneficiaries.** Except as expressly otherwise provided herein, no third party shall have the right to claim any of the benefits conferred under this Agreement.

29. **Other Franchisees/Developers.** You acknowledge that other ROCKIN' JUMP franchisees/developers have or will be granted franchises or multi-unit development rights at different times and/or in different situations, and further acknowledge that the provisions of such agreements may vary substantially from those contained in this Agreement.

30. **Binding Effect.** This Agreement is binding upon us and you and our respective executors, administrators, heirs, beneficiaries, assigns and successors in interest.

31. **No Guarantee of Success.** YOU AND EACH OF THE UNDERSIGNED OWNERS WARRANT AND REPRESENT THAT HE/SHE HAS NOT RELIED UPON ANY GUARANTEES CONCERNING REVENUE, PROFIT OR THE SUCCESS OF THIS FRANCHISE IN SO SIGNING.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
Name: _____
Title: _____

Date: _____

DEVELOPER

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**APPENDIX A
TO THE
DEVELOPMENT AGREEMENT**

DEVELOPER-SPECIFIC TERMS

1. **Effective Date (First Paragraph):** _____
2. **Developer's Name:** _____
3. **Developer's Address And Electronic Mail Address Number For Notices:**
- _____
- _____
4. **Development Area (Section 1):** [attach map if necessary]
- _____
- _____
- _____
- _____
5. **Development Fee (Section 6):** \$ _____
6. **Development Schedule (Section 2):** You agree to establish and operate a total of _____ Businesses within the Development Area during the term of this Agreement. The Businesses must be open and operating in accordance with the following Development Schedule:

<u>MINIMUM NUMBER OF BUSINESSES</u> The Minimum Number of Businesses Open and Operating by Each Development Deadline	<u>DEVELOPMENT DEADLINE</u> Deadline for Having the Minimum Number of Businesses Open and Operating
	_____, 20____
	_____, 20____
	_____, 20____
	_____, 20____
	_____, 20____
	_____, 20____
	_____, 20____
	_____, 20____ (the Expiration Date of the Agreement)

7. Form of Entity of Developer.

(a) **Corporation Or Limited Liability Company.** Developer was organized on _____ under the laws of the State of _____. Its Federal Employer Identification Number is _____. It has not conducted business under any name other than its corporate or company name.

Name of Each Director/Officer/Managing Member	Position(s) Held

(b) **Partnership.** Developer is a general or limited partnership formed on _____, under the laws of the State of _____. Its Federal Employer Identification Number is _____. It has not conducted business under any name other than its partnership name.

Name of Each General Partner

8. Responsible Person (Section 8.3). The name and home address of the Responsible Person _____ is _____ as _____ follows:

9. Owners and Control Group (Section 8.1).

(a) **Owners.** Developer and each of its Owners represents and warrants that the following is a complete and accurate list of all Owners of any interest whatsoever in Developer, including the full name and mailing address of each Owner, and fully describes the nature and extent of each Owner's interest in Developer. Developer and each Owner as to his ownership interest, represents and warrants that each Owner is the sole and exclusive legal and beneficial owner of his ownership interest in Developer, free and clear of all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

Owner's Name and Address	Percentage and Nature of Ownership Interest

(b) Control Group. You represent and warrant that the following Owner or group of Owners has, directly or indirectly, 51% or more ownership interest in you and voting control over its ownership interests in you and constitutes your Control Group as described in Section 8.1 (Control Group) of this Agreement.

Owner's Name and Address	Percentage and Nature of Ownership Interest

[Appendix A Signature Page Follows]

This Appendix A is deemed accepted and made a part of the Multi-Unit Development Agreement as of the Multi-Unit Development Agreement's Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
Name: _____
Title: _____

Date: _____

DEVELOPER

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

APPENDIX B
OWNERS' PERSONAL GUARANTY OF DEVELOPER'S OBLIGATIONS
(attached)

**OWNERS' PERSONAL GUARANTY OF
DEVELOPER'S OBLIGATIONS ("Guaranty")**

In consideration of, and as an inducement to, the execution of the Rockin' Jump Franchise, LLC Multi-Unit Development Agreement dated as of _____, (the "**Agreement**") by and between the Rockin' Jump Franchise, LLC ("**Franchisor**"), and _____ ("**Developer**") each of the undersigned Owners of a greater than 10% interest in Developer hereby personally and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement (and any amendments) and that each and every representation of Developer made in connection with the Agreement (and any amendments) are true, correct and complete in all respects at and as of the time given; and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement (and any amendments), including, without limitation, the confidentiality and non-competition provisions.

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

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

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of the Guaranty will inure to the benefit of our successors and assigns.

This Guaranty shall be governed by the governing law provisions set forth in Section 20 (Governing Law) of the Agreement and all disputes related to it shall be resolved in accordance with the dispute resolution provisions set forth in Sections 19 (Dispute Resolution), 21 (Consent to Jurisdiction), and 22 (Waiver of Punitive Damages, Jury Trial and Class Actions) of the Agreement.

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

PERCENTAGE INTEREST IN DEVELOPER	OF OWNERSHIP	GUARANTOR (S)
---	-------------------------	----------------------

_____		_____
-------	--	-------

(Signature)

(Print Name)

_____		_____
-------	--	-------

(Signature)

(Print Name)

_____		_____
-------	--	-------

(Signature)

(Print Name)

ROCKIN' JUMP
EXHIBIT "E"
TO THE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS
AND
GUARANTEE

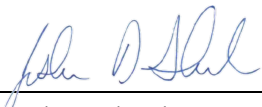
GUARANTEE OF PERFORMANCE

For value received, **RNJ2, LLC**, a Delaware limited liability company located at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (the "Guarantor"), absolutely and unconditionally guarantees to assume the duties and obligations of **Rockin' Jump Franchise, LLC**, a California limited liability company located at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2022 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Provo, Utah on the 30th day of March, 2022.

Guarantor:

RNJ2, LLC

By: 
Joshua Shenk

Title: Chief Financial Officer

RNJ2, LLC

Financial Statements

December 31, 2021, 2020 and 2019

RNJ2, LLC

Master Index

December 31, 2021, 2020 and 2019

Report of Independent Auditors

Section

Financial Statements As of and for the year ended December 31, 2021 and 2020I

Financial Statements As of and for the year ended December 31, 2020 and 2019 II



Report of Independent Auditors

To the Management of RNJ2, LLC

Opinion

We have audited the accompanying financial statements of RNJ2, LLC (the "Company"), which comprise the balance sheets as of December 31, 2021, 2020, and 2019, and the related statements of operations, of member's equity and of cash flows for the years ended December 31, 2021 and 2020 and for the period from inception on June 3, 2019 to December 31, 2019, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, 2020, and 2019, and the results of its operations and its cash flows for the years ended December 31, 2021 and 2020 and for the period from inception on June 3, 2019 to December 31, 2019 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud



may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

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

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

PricewaterhouseCoopers LLP

March 22, 2022

I

RNJ2, LLC
Financial Statements
December 31, 2021 and 2020

RNJ2, LLC
Index
December 31, 2021 and 2020

Page(s)

Financial Statements

Balance Sheets	1
Statements of Operations	2
Statements of Member's Equity	3
Statements of Cash Flows	4
Notes to the Financial Statements	5-6

RNJ2, LLC
Balance Sheets
December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 250,000	\$ 250,000
Total current assets	<u>250,000</u>	<u>250,000</u>
Total assets	<u>\$ 250,000</u>	<u>\$ 250,000</u>
Liabilities and Member's Equity		
Current liabilities		
Related-party payables	49,800	19,800
Accrued expenses	<u>5,200</u>	<u>5,200</u>
Total current liabilities	<u>55,000</u>	<u>25,000</u>
Total liabilities	<u>55,000</u>	<u>25,000</u>
Member's equity		
Member's capital	250,000	250,000
Accumulated deficit	<u>(55,000)</u>	<u>(25,000)</u>
Total liabilities and member's equity	<u>\$ 250,000</u>	<u>\$ 250,000</u>

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

RNJ2, LLC
Statements of Operations
Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Revenues	<u>\$ -</u>	<u>\$ -</u>
Operating expenses		
Professional fees	30,000	13,000
Total operating expenses	<u>30,000</u>	<u>13,000</u>
Loss from operations	(30,000)	(13,000)
Other expense	<u>-</u>	<u>-</u>
Net loss	<u>\$ (30,000)</u>	<u>\$ (13,000)</u>

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

RNJ2, LLC
Statements of Member's Equity
Years Ended December 31, 2021 and 2020

	Member's Capital	Accumulated Deficit	Total Member's Equity
Balances at December 31, 2019	\$ 250,000	\$ (12,000)	\$ 238,000
Net Loss	-	(13,000)	(13,000)
Balances at December 31, 2020	\$ 250,000	\$ (25,000)	\$ 225,000
Net Loss	-	(30,000)	(30,000)
Balances at December 31, 2021	\$ 250,000	\$ (55,000)	\$ 195,000

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

RNJ2, LLC
Statements of Cash Flows
Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Operating activities		
Net loss	\$ (30,000)	\$ (13,000)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities		
Changes in operating assets and liabilities		
Related-party payables	30,000	19,800
Accrued expenses	-	(6,800)
Net cash provided by (used in) operating activities	<u>\$ -</u>	<u>\$ -</u>
Net (decrease) increase in cash	-	-
Cash		
Beginning of period	<u>250,000</u>	<u>250,000</u>
End of period	<u>\$ 250,000</u>	<u>\$ 250,000</u>

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

RNJ2, LLC

Notes to Financial Statements

December 31, 2021 and 2020

1. Organization and Summary of Significant Account Policies

Organization and Nature of Operations

RNJ2, LLC ("the Company") was formed on June 3, 2019 in the state of Delaware as a limited liability company and is a wholly-owned subsidiary of CircusTrix Holdings, LLC. The Company will act as a guarantor entity for the franchising of aerial sports recreation facilities.

Basis of Presentation

These financial statements and related notes are prepared using the accrual method of accounting and presented in accordance with accounting principles generally accepted in the United States of America. The Company's fiscal year-end is December 31.

Use of Estimates

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

Revenue Recognition

The Company has not recognized any revenue to date as the entity's purpose is to serve as the guarantor for the franchising of aerial sports recreation facilities.

Income Taxes

The Company is a single-member limited liability company ("LLC") and is treated as a "disregarded entity" for income tax purposes. The operating results of the Company will be included in the tax return of the sole member. Accordingly, no provision for income taxes will be included in the financial statements.

Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with a maturity of three months or less to be cash equivalents to the extent the funds are not being held for investment purposes. Cash balances are FDIC insured to the legal maximum of \$250,000 for each ownership category.

2. Member's Equity

The Company is a Limited Liability Company, and as of December 31, 2021 has one member. On December 31, 2019 the member contributed \$250,000 to the Company.

3. Related-Party Transactions

Certain expenses for professional services have been paid by CircusTrix Holdings, LLC and its affiliates and are reflected as a related-party payable on the Company's financial statements. These payables totaled \$49,800 as of December 31, 2021 and \$19,800 as of December 31, 2020.

RNJ2, LLC
Notes to Financial Statements
December 31, 2021 and 2020

4. Subsequent Events

The Company reviewed all material events from December 31, 2021 through the date the financial statements were available to be issued, March 22, 2022. No items were identified that would materially affect the financial statements or require additional disclosure.

II

RNJ2, LLC
Financial Statements
December 31, 2020 and 2019

RNJ2, LLC
Index
December 31, 2020 and 2019

Page(s)

Financial Statements

Balance Sheets	1
Statements of Operations	2
Statements of Member's Equity	3
Statements of Cash Flows	4
Notes to the Financial Statements	5-6

RNJ2, LLC
Balance Sheets
December 31, 2020 and 2019

	2020	2019
Assets		
Current assets		
Cash and cash equivalents	\$ 250,000	\$ 250,000
Total current assets	<u>250,000</u>	<u>250,000</u>
Total assets	<u>\$ 250,000</u>	<u>\$ 250,000</u>
Liabilities and Member's Equity		
Current liabilities		
Related-party payables	19,764	-
Accrued expenses	<u>5,210</u>	<u>12,000</u>
Total current liabilities	<u>24,974</u>	<u>12,000</u>
Total liabilities	24,974	12,000
Member's equity		
Member's capital	250,000	250,000
Accumulated deficit	<u>(24,974)</u>	<u>(12,000)</u>
Total liabilities and member's equity	<u>\$ 250,000</u>	<u>\$ 250,000</u>

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

RNJ2, LLC**Statements of Operations****Year Ended December 31, 2020 and the Period From Inception on June 3, 2019
Through December 31, 2019**

	2020	2019
Revenues	\$ -	\$ -
Operating expenses		
Professional fees	12,974	12,000
Total operating expenses	<u>12,974</u>	<u>12,000</u>
Income (Loss) from operations	(12,974)	(12,000)
Other expense	<u>-</u>	<u>-</u>
Net income (loss)	<u>\$ (12,974)</u>	<u>\$ (12,000)</u>

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

RNJ2, LLC

Statements of Member's Equity

Year Ended December 31, 2020 and the Period From Inception on June 3, 2019
Through December 31, 2019

	Member's Capital	Accumulated Deficit	Total Member's Equity
Balance at inception on June 3, 2019	\$ -	\$ -	\$ -
Contribution of capital	250,000	-	250,000
Net Loss for the Period From Inception on June 3, 2019 Through December 31, 2019	-	(12,000)	(12,000)
Balances at December 31, 2019	\$ 250,000	\$ (12,000)	\$ 238,000
Net Loss	-	(12,974)	(12,974)
Balances at December 31, 2020	\$ 250,000	\$ (24,974)	\$ 225,026

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

RNJ2, LLC
Statements of Cash Flows
Year Ended December 31, 2020 and the Period From Inception on June 3, 2019
Through December 31, 2019

	2020	2019
Operating activities		
Net (loss) income	\$ (12,974)	\$ (12,000)
Adjustments to reconcile net loss to net cash used by operating activities		
Changes in operating assets and liabilities		
Related-party payables	19,764	-
Accrued expenses	(6,790)	12,000
Net cash provided by (used in) operating activities	\$ -	\$ -
Financing activities		
Capital Contributed by Member	-	250,000
Net cash provided by (used in) financing activities	\$ -	\$ 250,000
Net (decrease) increase in cash	-	250,000
Cash		
Beginning of period	250,000	-
End of period	\$ 250,000	\$ 250,000

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

RNJ2, LLC

Notes to Financial Statements

December 31, 2020 and 2019

1. Organization and Summary of Significant Account Policies

Organization and Nature of Operations

RJN2, LLC ("the Company") was formed on June 3, 2019 in the state of Delaware as a limited liability company and is a wholly-owned subsidiary of CircusTrix Holdings, LLC. The Company will act as a guarantor entity for the franchising of aerial sports recreation facilities.

Basis of Presentation

These financial statements and related notes are prepared using the accrual method of accounting and presented in accordance with accounting principles generally accepted in the United States of America. The Company's fiscal year-end is December 31.

Use of Estimates

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

Revenue Recognition

The Company has not recognized any revenue to date as the entity's purpose is to serve as the guarantor for the franchising of aerial sports recreation facilities.

Income Taxes

The Company is a single-member limited liability company ("LLC") and is treated as a "disregarded entity" for income tax purposes. The operating results of the Company will be included in the tax return of the sole member. Accordingly, no provision for income taxes will be included in the financial statements.

Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with a maturity of three months or less to be cash equivalents to the extent the funds are not being held for investment purposes. Cash balances are FDIC insured to the legal maximum of \$250,000 for each ownership category.

2. Member's Equity

The Company is a Limited Liability Company, and as of December 31, 2020 has one member. On December 31, 2019 the member contributed \$250,000 to the Company.

3. Related-Party Transactions

Certain expenses for professional services have been paid by CircusTrix Holdings, LLC and its affiliates and are reflected as a related-party payable on the Company's financial statements. These payables totaled \$19,764 as of December 31, 2020.

RNJ2, LLC
Notes to Financial Statements
December 31, 2020 and 2019

4. Subsequent Events

The Company reviewed all material events from December 31, 2020 through the date the financial statements were available to be issued, March 22, 2021. No items were identified that would materially affect the financial statements or require additional disclosure.

ROCKIN' JUMP
EXHIBIT "F"
TO THE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES

LIST OF FRANCHISEES

(as of December 31, 2021)

Franchisee Name	Park Address	City	State	Park Phone Number
Aaron Tucker	5544 Atlanta Highway Montgomery, AL 36117	Montgomery	AL	334-239-2587
Dawn and Greg Campanella	5641 Lone Tree Way Brentwood, CA 94513	Brentwood	CA	925-281-3335
Naveen and Usman Rao	3132 Dwight Road #900 Elk Grove, CA 95758	Elk Grove	CA	916-314-0025
Sukhdeep Garcha Harinder Jagpal	39177 Farwell Drive Fremont, CA 94538	Fremont	CA	510-246-3098
Scott Carnathan	8787 San Ysidro Ave. Gilroy, CA 95020	Gilroy	CA	408-713-5925
Dawn and Greg Campanella	1301 W. Rancho Visita Blvd. Unit B, Palmdale, CA 93551	Palmdale	CA	661-233-9907
Vince Hodges	384 North Sunrise Roseville, CA 95661	Roseville	CA	916-755-0030
Pete, Craig, and Casey	8190 Miralani Drive San Diego, CA 92126	San Diego	CA	858-693-5867
Edward Yang	533 West Arrow Highway San Dimas, CA 91773	San Dimas	CA	909-660-4930
AJ and Tahsin	1411 South Village Way Santa Ana, CA 92705	Santa Ana	CA	714-249-7676
Craig Smith and Casey Klajbor	142 Town Center East, Space G-58 Santa Maria, CA 93454	Santa Maria	CA	805-266-7080
Brad Bergum	3215 Coffey Lane Santa Rosa, CA 95403	Santa Rosa	CA	707-708-EPIC

Franchisee Name	Park Address	City	State	Park Phone Number
David and Todd	828 Alamo Dr. Vacaville, CA 95688	Vacaville	CA	707-492-5867
Steven Rodier	25 Trefoil Drive Trumbull, CT 06611	Trumbull	CT	203-880-5577
Husein Khimani	3520 Gravel Springs Rd Buford, GA 30519	Buford	GA	678-324-9590
Husein Khimani	2784 Cumberland Blvd Smyrna, GA 30080	Smyrna	GA	770-224-0310
Aaron Bakken	2015 Silver Bell Rd. Suite 195 Eagan, MN 55122	Eagan	MN	651-419-9020
Matt Strelo	61 N. Centrall Drive O'Fallon, MO 63366	O'Fallon	MO	636-321-4024
Matt Strelo	7375 Watson Road Shrewsbury, MO 63119	Shrewsbury	MO	314-384-4075
Tim Zdyb	4215 W Gate City Blvd Greensboro, NC 27407	Greensboro	NC	336-355-1585
Tim Zdyb	7840 North Point Blvd #130 Winston-Salem, NC 27106	Winston-Salem	NC	336-546-6059
Neil Carvajal	805 S. Solano Las Cruces, NM 88001	Las Cruces	NM	575-339-0005
Bob Morris	4515 Commercial Dr New Hartford, NY 13413	New Hartford	NY	315-377-2297
Arzana Daruwalla	5625 Shier Rings Rd. Dublin, OH 43016	Dublin	OH	844-762-5465
Arzana Daruwalla	1220 County Line Rd. Westerville OH 43081	Westerville	OH	844-762-5465
Steve Mays and Mike Shank	2200 N Oak Street Myrtle Beach, SC 29577	Myrtle Beach	SC	843-242-3264

Franchisee Name	Park Address	City	State	Park Phone Number
Rick Glassman and Daniel Duenas	1691 N Zaragoza Rd El Paso, TX 79936	El Paso	TX	915-298-0142
Rick Glassman	4585 Ripley Drive El Paso, TX 79922	El Paso	TX	915-603-3076
Jim Thorpe and Neal Levin	9009 N Deerbrook Trail, Brown Deer, WI 53223	Brown Deer	WI	414-522-1945

**FRANCHISEES WHICH LEFT THE SYSTEM IN THE PAST FISCAL YEAR
OR THAT FAILED TO COMMUNICATE WITH US**

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

Franchisee Name	City	State	Phone Number
Ken Easley	Merced	CA	209-500-1355
Atousa Afshari	Valencia	CA	661-775-6300

ROCKIN' JUMP

EXHIBIT "G"
TO THE DISCLOSURE DOCUMENT

**STATE ADDENDA TO FRANCHISE AGREEMENT,
MULTI-UNIT DEVELOPMENT AGREEMENT AND DISCLOSURE DOCUMENT**

**ADDITIONAL DISCLOSURES FOR THE
FRANCHISE DISCLOSURE DOCUMENT OF
ROCKIN' JUMP FRANCHISE, LLC**

The following are additional disclosures for the Franchise Disclosure Document of Rockin' Jump Franchise, LLC required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

CALIFORNIA

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
2. Neither the franchisor nor any person in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.
3. OUR WEBSITE, www.rockinjump.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT www.dfpi.ca.gov.
4. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement or Multi-Unit Development Agreement contain any provision that is inconsistent with the law, the law will control.

Post-Termination Noncompetition Covenants. The Franchise Agreement and Multi-Unit Development Agreement contain a covenant not to compete that extends beyond the termination of the franchise. This provision might not be enforceable under California law.

Liquidated Damages. The Franchise Agreement and Multi-Unit Development Agreement contain a liquidated damages clause. Under

California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Applicable Law. The Franchise Agreement and Multi-Unit Development Agreement require application of the laws of the State of Delaware. This provision might not be enforceable under California law.

The Franchise Agreement and Multi-Unit Development Agreement provide for termination upon insolvency, bankruptcy, or re-organization. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 et seq.).

The Franchise Agreement and Multi-Unit Development Agreement require binding arbitration. The arbitration will occur in the city in which our headquarters is located at the time of the dispute, which is currently Provo, Utah, with the costs being borne equally by the parties (and with each party also bearing all of its own travel and related expenses during the arbitration). Prospective franchisees are encouraged to consult 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 the Franchise Agreement restricting venue to a forum outside the State of California.

Material Modification. Section 31125 of the Franchise Investment Law requires us to give you a disclosure document approved by the Commissioner of Financial Protection & Innovation before we ask you to consider a material modification of your franchise agreement.

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

ILLINOIS

1. The following risk factor is added to the page of the Franchise Disclosure Document entitled “Special Risk to Consider About *This Franchise*”:

If Franchisor determines that you or your “responsible person” are unable to satisfactorily complete all of the required days of the initial training program, your franchise agreement may be terminated and you will lose your investment.

2. The following language is added to the end of Item 1:

YOU ARE REQUIRED TO PARTICIPATE IN THE **MANDATORY LIABILITY PROGRAM** ADMINISTERED BY FRANCHISOR'S AFFILIATE, WHICH TERMS ARE DUE TO BE RENEGOTIATED DECEMBER 2017. FRANCHISOR'S AFFILIATE WILL COLLECT A SLIDING PERCENTAGE OF YOUR TOTAL GROSS REVENUES (BASED UPON A NUMBER OF FACTORS INCLUDING YOUR BUSINESS VOLUME AND LOSS HISTORY) ON A MONTHLY BASIS FOR MANDATORY LIABILITY PROGRAM FEES, WHILE RESERVING THE RIGHT TO RETAIN AND USE A PORTION OF THE MONTHLY PROGRAM FEES IT COLLECTS FOR ANY PURPOSE IT DETERMINES.

FRANCHISOR, IN ITS SOLE DISCRETION, MAY ACT AS A "PASS THROUGH" BY COLLECTING PAYMENTS YOU OWE TO SUPPLIERS (PAST DUE, CURRENT AND FUTURE) FOR PRODUCTS AND SERVICES.

For information about trampoline park laws, application process, permits, inspections and safety in Illinois, see:

www.illinois.gov/idol/Rides/Pages/carnival-rides-act.aspx.

3. The following language is added to the end of Item 17:

Except for the Federal Arbitration Act that applies to arbitration, Illinois law governs the agreements between the parties to this franchise.

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

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

MARYLAND

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

Any release as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law (as amended).

2. The following language is added to the end of the “Summary” section of Item 17(h), entitled **“Cause” defined – non-curable defaults**:

Termination upon bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.); however, we and you agree to enforce the provision to the maximum extent the law allows.

3. The following language is added to the “Summary” section of Item 17(v), entitled **Choice of forum**:

, except that, subject to your arbitration obligations, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The “Summary” section of Item 17(w), entitled **Choice of Law**, is deleted and replaced with the following language:

Except for federal law and to the extent otherwise required by applicable law for claims arising under the Maryland Franchise Registration and Disclosure Law, Delaware law controls.

5. The following language is added to the end of the chart in Item 17:

Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.

MINNESOTA

1. The following Risk Factor is added to the “Special Risks to Consider About *This* Franchise” page:

Going Concern. The auditor’s report on the franchisor’s financial statements expresses substantial doubt about the franchisor’s ability to remain in business. This means that the franchisor may not have the financial resources to provide services or support to you.

2. The following is added to the end of Item 13:

We will indemnify you against and reimburse you for 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 Franchise 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 a party, provided that you have timely notified us of the claim or proceeding and have otherwise complied with the Franchise Agreement.

3. The following language is added to the end of Item 17:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by law for claims arising under Minn. Rule 2860.4400D.

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

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us in certain cases from requiring litigation to be conducted outside Minnesota. Those provisions also provide that no condition, stipulations or provision in the Franchise Agreement shall in any way abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable, and subject to your arbitration obligations) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any procedure, forum or remedies that the laws of the jurisdiction provide.

Minn. Rule Part 2860.4400J prohibit a franchisee in certain cases from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, termination penalties or judgment notes. However, we and you will enforce these provisions in our Franchise Agreement to the extent the law allows.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR 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, INVESTOR PROTECTION BUREAU, 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.

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to

a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (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 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following language is added to the end of the first paragraph in Item 5:

We use the initial franchise fee to partially defray our costs in assisting you during your opening of the Business, such as for our training expenses.

5. The following language is added to the end of the third paragraph in Item 8:

Our right to receive payments or other consideration based upon a percentage of the broker's commission is not permitted in the State of New York.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

7. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

8. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

However, 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.

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

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

NORTH DAKOTA

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

; provided, however, that this general release shall not apply to the extent prohibited by the North Dakota Franchise Investment Law (as amended).

2. The following language is added to the end of the "Summary" section of Item 17(r), entitled **Non-competition covenants after the franchise is terminated or expires**:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

3. The "Summary" section of Item 17(u), entitled **Dispute resolution by arbitration or mediation**, is deleted in its entirety and replaced with the following language:

We and you must arbitrate all disputes in the city where our headquarters is located at the time of the dispute (currently Provo, Utah); however, to the extent required by North Dakota law (unless preempted by the Federal Arbitration Act), we and you will arbitrate at a site within North Dakota to which we and you mutually agree.

4. The following language is added to the end of the "Summary" section of Item 17(v), entitled **Choice of forum**:

, however, to the extent required by applicable law, subject to your arbitration obligation, you may bring an action in North Dakota.

5. The "Summary" section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following language:

Except for federal law, to the extent required by law, North Dakota law applies.

RHODE ISLAND

1. The “Summary” section of Item 17(v), entitled **Choice of forum**, is deleted and replaced with the following language:

Subject to arbitration obligations, litigation must be in the state where we then maintain our principal business address, except as otherwise required by applicable law for claims arising under the Rhode Island Franchise Investment Act. 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. The “Summary” section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following language:

Except for federal law, Delaware law controls, except as otherwise required by law for claims arising under the Rhode Island Franchise Investment Act. 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

1. The following language is added to the end of the “Summary” section of Item 17(h), entitled **“Cause” defined-non-curable defaults**:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement 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

1. The following language is added as the last paragraph of Items 5 and 7:

Despite the payment provisions above, we will defer your payment of the initial franchise fee due under the Franchise Agreement and, when applicable, the development fee due to us under a Multi-Unit Development Agreement until we have fulfilled all of our initial obligations to you under the Franchise Agreement and you have commenced doing business. You must pay us the full initial franchise fee on the day you open the ROCKIN’ JUMP facility for business. When applicable, we will defer the payment of the development fee due under the Multi-Unit Development Agreement on a prorated basis (i.e., per ROCKIN’

JUMP facility) until such time as each ROCKIN' JUMP facility opens for business.

2. The following paragraphs are added to the end of Item 17:

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 FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS
TO THE FRANCHISE AGREEMENT**

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A of the Franchise Agreement as the franchisee with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Franchise Agreement” dated as of the date hereof that has been executed at the same time as the execution of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being executed because: (a) you are a resident of the State of Illinois, and/or (b) the Business you will operate under the Franchise Agreement is located in the State of Illinois and the offering or sales activity in connection with the Franchise Agreement occurred within the State of Illinois.

2. The following language is added to the end of the second paragraph of Section 19.14 of the Franchise Agreement, entitled **Waiver of Punitive Damages, Jury Trial, and Class Actions**:

However, this waiver shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 200.609.

3. The following language is added to the end of Section 19.15 of the Franchise Agreement, entitled **Limitations of Claims**:

However, this Section shall not act as a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987.

4. **Addition of Paragraphs**. The following paragraphs are added to the end of the Franchise Agreement as Section 21:

Notwithstanding anything to the contrary contained in this Agreement:

Except for the Federal Arbitration Act that applies to arbitration, Illinois law governs the agreements between the parties to this franchise.

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.

YOU ARE REQUIRED TO PARTICIPATE IN THE **MANDATORY LIABILITY PROGRAM** ADMINISTERED BY FRANCHISOR'S AFFILIATE, WHICH TERMS ARE DUE TO BE RENEGOTIATED DECEMBER 2017. FRANCHISOR'S AFFILIATE WILL COLLECT A SLIDING PERCENTAGE OF YOUR TOTAL GROSS REVENUES (BASED UPON A NUMBER OF FACTORS INCLUDING YOUR BUSINESS VOLUME AND LOSS HISTORY) ON A MONTHLY BASIS FOR MANDATORY LIABILITY PROGRAM FEES, WHILE RESERVING THE RIGHT TO RETAIN AND USE A PORTION OF THE MONTHLY PROGRAM FEES IT COLLECTS FOR ANY PURPOSE IT DETERMINES.

FRANCHISOR, IN ITS SOLE DISCRETION, MAY ACT AS A "PASS THROUGH" BY COLLECTING PAYMENTS YOU OWE TO SUPPLIERS (PAST DUE, CURRENT AND FUTURE) FOR PRODUCTS AND SERVICES.

For information about trampoline park laws, application process, permits, inspections and safety in Illinois, see:

www.illinois.gov/idol/Rides/Pages/carnival-rides-act.aspx.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

FRANCHISEE

(IF ENTITY):

By: _____
[Name]

Name: _____

Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A of the Franchise Agreement as the franchisee with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Franchise Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being executed because (a) the Business that you will operate under the Franchise Agreement is located within the State of Maryland; and/or (b) you are a resident of the State of Maryland.

2. The following language is added to the end of Section 13.3 of the Franchise Agreement, entitled **Conditions for Approval of Transfer**, Section 14.3 of the Franchise Agreement, entitled **Agreements/Releases**, and Section 16.4 of the Franchise Agreement, entitled **Our Right to Purchase Business**:

However, such general release shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The following language is added to the end of Section 15.2 of the Franchise Agreement, entitled **Termination by Us**:

Termination upon bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.); however, we and you agree to enforce this provision to the maximum extent the law allows.

4. The following language is added to the end of Section 19.4 of the Franchise Agreement, entitled **Non-Waiver**:

All representations requiring you 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.

5. The following language is added to the end of Section 19.12 of the Franchise Agreement, entitled **Governing Law**:

However, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The following language is added to the end of Section 19.13 of the Franchise Agreement, entitled **Consent to Jurisdiction**:

However, subject to your arbitration obligation, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. The following language is added to the end of Section 19.15 of the Franchise Agreement, entitled **Limitations of Claims**:

Notwithstanding the foregoing, the limitation of claims in this Section 19.15 shall not act to reduce the 3 year statute of limitations afforded you for bringing a claim under the Maryland Franchise Registration and Disclosure Law. Further, we and you acknowledge that the limitation of damages in this Section 19.15 might not be enforceable under the Maryland Franchise Registration and Disclosure Law; however, we and you will enforce the limitation of damages to the extent the law allows.

8. Each provision of this Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Rider.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

FRANCHISEE

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A of the Franchise Agreement as the franchisee with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Franchise Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being executed because (a) the Business that you will operate under the Franchise Agreement is located within the State of Minnesota; and/or (b) any of the offering or sales activity with respect to the Franchise Agreement occurred in the State of Minnesota.

2. The following language is added to the end of Section 7.3 of the Franchise Agreement, entitled **Notification of Infringements and Claims:**

We will indemnify you against and reimburse you for 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 a party, provided that you have timely notified us of the claim or proceeding and have otherwise complied with this Agreement.

3. The following language is added to the end of Section 13.3 of the Franchise Agreement, entitled **Conditions for Approval of Transfer**, Section 14.3 of the Franchise Agreement, entitled **Agreements/Releases**, and Section 16.4 of the Franchise Agreement, entitled **Our Right to Purchase Business:**

; provided, however, that such general release shall not apply to the extent prohibited by the Minnesota Franchises Law.

4. The following language is added to the end of Section 15.2 of the Franchise Agreement, entitled **Termination by Us:**

Minnesota law provides a franchisee with certain termination and non-renewal rights. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Section 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of the applicable agreement.

5. The following language is added to the end of Section 19.11 of the Franchise Agreement, entitled **Dispute Resolution**, is deleted in its entirety and replaced with the following:

Notwithstanding anything to the contrary contained in this Section 19.11, we and you have the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. In that case, we and you must contemporaneously submit our dispute for arbitration on the merits according to this Section 19.11.

6. The following language is added to the end of Section 19.12 of the Franchise Agreement, entitled **Governing Law**, and Section 19.13 of the Franchise Agreement, entitled **Consent to Jurisdiction**:

Pursuant to Minn. Stat. Section 80C.21 and Minn. Rule Part 2860.4400J, this Section shall not in any way abrogate or reduce your right as provided in Minnesota Statutes 1984, Chapter 80C, including (if applicable, and subject to your arbitration obligations) the right to submit matters to the jurisdiction of the courts of Minnesota.

7. The following language is added to the end of each paragraph of Section 19.14 of the Franchise Agreement, entitled **Waiver of Punitive Damages, Jury Trial, and Class Actions**:

We and you acknowledge that certain parts of these provisions might not be enforceable under Minn. Rule Part 2860.4400J; however, we and you agree to enforce these provisions to the extent the law allows.

8. The following language is added to the end of Section 19.15 of the Franchise Agreement, entitled **Limitations of Claims**:

Notwithstanding the foregoing, Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues. Further, we and you acknowledge that the limitation of damages in this Section 19.15 might not be enforceable under the Minnesota Franchises Law; however, we and you will enforce the limitation of damages to the extent the law allows.

9. Each provision of this Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Law are met independently without reference to this Rider.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

FRANCHISEE

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN NEW YORK**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A of the Franchise Agreement as the franchisee with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Franchise Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being executed because (a) the Business that you will operate under the Franchise Agreement is located within the State of New York and you are a resident of the State of New York; and/or (b) any of the offering or sales activity with respect to the Franchise Agreement occurred in the State of New York.

2. The following language is added to the end of Section 13.1 of the Franchise Agreement, entitled **Transfer By Us**:

However, to the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Agreement.

3. The following language is added to the end of Section 13.3 of the Franchise Agreement, entitled **Conditions for Approval of Transfer**, Section 14.3 of the Franchise Agreement, entitled **Agreements/Releases**, and Section 16.4 of the Franchise Agreement, entitled **Our Right to Purchase Business**:

; provided, however, that to the extent required by Article 33 of the General Business Law of the State of New York, 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 GBL Sections 687.4 and 687.5 be satisfied.

4. The following language is added to the end of Section 15.2 of the Franchise Agreement, entitled **Termination by Us**:

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

5. The following language is added to the end of Section 19.12 of the Franchise Agreement, entitled **Governing Law**, and Section 19.13 of the Franchise Agreement, entitled **Consent to Jurisdiction**:

NY-1

However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law and the regulations issued thereunder.

6. The following language is added to the end of Section 19.15 of the Franchise Agreement, entitled **Limitations of Claims**:

To the extent required by Article 33 of the General Business Law of the State of New York, all rights 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 provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

7. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed to be made in New York if you are domiciled in and the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

FRANCHISEE

(IF ENTITY):

By: _____
[Name]

Name: _____

Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A of the Franchise Agreement as the franchisee with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Franchise Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being executed because (a) you are a resident of the State of North Dakota and the Business that you will operate under the Franchise Agreement is located in the State of North Dakota; and/or (b) the offering or sales activity occurs within the State of North Dakota.

2. The following language is added to the end of Section 13.3 of the Franchise Agreement, entitled **Conditions for Approval of Transfer**, Section 14.3 of the Franchise Agreement, entitled **Agreements/Releases**, and Section 16.4 of the Franchise Agreement, entitled **Our Right to Purchase Business**:

; provided, however, that such general release shall not apply to the extent prohibited by law with respect to claims arising under the North Dakota Franchise Investment Law.

3. The following language is added to the end of Section 19.11 of the Franchise Agreement, entitled **Dispute Resolution**:

However, to the extent required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration proceedings will be held at a site to which we and you agree.

4. The following language is added to the end of Section 17 of the Franchise Agreement, entitled **Covenant Not To Compete**:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

5. The following language is added to the end of Section 19.12 of the Franchise Agreement, entitled **Governing Law**:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, this Agreement will be governed by the laws of the state of North Dakota.

6. The following language is added to the end of Section 19.13 of the Franchise Agreement, entitled **Consent to Jurisdiction**:

Notwithstanding the foregoing, subject to your arbitration obligations, if and to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

7. If and to the extent required by the North Dakota Franchise Investment Law, Section 19.14 of the Franchise Agreement, entitled **Waiver of Punitive Damages, Jury Trial, and Class Actions**, is deleted in its entirety.

8. The following language is added to the end of Section 19.15 of the Franchise Agreement, entitled **Limitations of Claims**:

We and you acknowledge that the time limitations set forth in this section might be modified by the North Dakota Franchise Investment Law and that other provisions of this Section 19.15 might not be enforceable under the North Dakota Franchise Investment Law; however, we and you agree to enforce the provisions of this Section 19.15 to the maximum extent the law allows.

9. Each provision of this Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, as amended, are met independently without reference to this Rider.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

FRANCHISEE

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A of the Franchise Agreement as the franchisee with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Franchise Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being executed because the offer or sale of the franchise for the Business you will operate under the Franchise Agreement was made in Rhode Island; and/or (b) you are a resident of the State of Rhode Island and will operate the Business in the State of Rhode Island.

2. Section 19.12 of the Franchise Agreement, entitled **Governing Law**, is deleted in its entirety and replaced with the following:

All matters relating to arbitration will be governed exclusively by the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, and except as otherwise required by law for any claims arising under the Rhode Island Franchise Investment Act, all controversies, disputes or claims arising out of or related to: (1) this Agreement or any other agreement between you (or your owners) and us or any provision of any of such agreement; (2) our relationship with you; (3) the scope or validity of this Agreement or any other agreement between you (or your owners) and us or any provision of any of such agreements; or (4) any System Standard will be governed by the laws of the State of Delaware, without regard to its conflict of laws principles, except that any Delaware law regulating the sale of franchises, business opportunities or similar rights or relating to unfair trade practices, or governing the relationship of the parties to a contract involving those rights, will not apply unless its jurisdictional requirements are met independently without reference to this Section 19.12. 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 laws of another state is void with respect to a claim otherwise unenforceable under this Act.”

3. The following language is added to the end of Section 19.13 of the Franchise Agreement, entitled **Consent to Jurisdiction**:

However, subject to the parties' arbitration obligations, nothing in this Section affects your right, to the extent required by applicable law with respect to claims arising under the Rhode Island Franchise Investment Act, to sue in Rhode Island for claims arising under that Act.

4. Each provision of this Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, as amended, are met independently without reference to this Rider.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

FRANCHISEE

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN WASHINGTON**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A of the Franchise Agreement as the franchisee with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Franchise Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being executed because (a) the Business you will operate under the Franchise Agreement is located in the State of Washington; and/or (b) you are a resident of the State of Washington; and/or (c) any of the offering or sales activity with respect to the Franchise Agreement occurred in the State of Washington.

3. **Fees.** Section 10 of the Franchise Agreement is amended by adding the following:

Despite the payment provisions above, Franchisor will defer Franchisee's payment of the initial franchise fee due under this Agreement until it has fulfilled all of its initial obligations to Franchisee under this Agreement and Franchisee has commenced doing business. Franchisee must pay Franchisor the full initial franchise fee on the day Franchisee opens the ROCKIN' JUMP facility for business.

2. **Addition of Paragraphs.** The following paragraphs are added to the end of the Franchise Agreement as Section 17:

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.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

FRANCHISEE

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS
TO THE MULTI-UNIT DEVELOPMENT AGREEMENT**

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT
FOR USE IN ILLINOIS**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A as the “Developer” with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Multi-Unit Development Agreement” dated as of the date hereof that has been executed at the same time as the execution of this Rider. This Rider is annexed to and forms part of the Multi-Unit Development Agreement. This Rider is being executed because: (a) you are a resident of the State of Illinois, and/or (b) the Business you will develop under the Multi-Unit Development Agreement is located in the State of Illinois and the offering or sales activity in connection with the Multi-Unit Development occurred within the State of Illinois.

2. The following language is added to the end of Section 19.6 of the Multi-Unit Development Agreement, entitled **Tolling of Statute of Limitations**:

However, this Section shall not act as a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987.

3. The following language is added to the end of the second paragraph of Section 21 of the Multi-Unit Development Agreement, entitled **Waiver of Punitive Damages, Jury Trial, and Class Actions**:

However, this waiver shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 200.609.

4. **Addition of Paragraphs**. The following paragraphs are added to the end of the Multi-Unit Development Agreement as Section 31:

Notwithstanding anything to the contrary contained in this Agreement:

Except for the Federal Arbitration Act that applies to arbitration, Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a Multi-Unit Development Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Multi-Unit Development 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 Multi-Unit Development Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

YOU ARE REQUIRED TO PARTICIPATE IN THE **MANDATORY LIABILITY PROGRAM** ADMINISTERED BY FRANCHISOR'S AFFILIATE, WHICH TERMS ARE DUE TO BE RENEGOTIATED DECEMBER 2017. FRANCHISOR'S AFFILIATE WILL COLLECT A SLIDING PERCENTAGE OF YOUR TOTAL GROSS REVENUES (BASED UPON A NUMBER OF FACTORS INCLUDING YOUR BUSINESS VOLUME AND LOSS HISTORY) ON A MONTHLY BASIS FOR MANDATORY LIABILITY PROGRAM FEES, WHILE RESERVING THE RIGHT TO RETAIN AND USE A PORTION OF THE MONTHLY PROGRAM FEES IT COLLECTS FOR ANY PURPOSE IT DETERMINES.

FRANCHISOR, IN ITS SOLE DISCRETION, MAY ACT AS A "PASS THROUGH" BY COLLECTING PAYMENTS YOU OWE TO SUPPLIERS (PAST DUE, CURRENT AND FUTURE) FOR PRODUCTS AND SERVICES.

For information about trampoline park laws, application process, permits, inspections and safety in Illinois, see:

www.illinois.gov/idol/Rides/Pages/carnival-rides-act.aspx.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____

[Name]

[Title]

Date: _____

DEVELOPER

(IF ENTITY):

By: _____

[Name]

Name: _____

Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date:_____

[Signature]

[Print Name]

Date:_____

[Signature]

[Print Name]

Date:_____

[Signature]

[Print Name]

Date:_____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A as the “Developer” with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Multi-Unit Development Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Multi-Unit Development Agreement. This Rider is being executed because (a) the Business that you will develop under the Multi-Unit Development Agreement is located within the State of Maryland; and/or (b) you are a resident of the State of Maryland.

2. The following language is added to the end of Section 9 of the Multi-Unit Development Agreement, entitled **Default and Termination**:

However, such general release shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The following language is added to the end of Section 19.6 of the Multi-Unit Development Agreement, entitled **Tolling of Statute of Limitations**:

Notwithstanding the foregoing, the limitation of claims in this Section 19.6 shall not act to reduce the 3 year statute of limitations afforded you for bringing a claim under the Maryland Franchise Registration and Disclosure Law. Further, we and you acknowledge that the limitation of damages in this Section 19.6 might not be enforceable under the Maryland Franchise Registration and Disclosure Law; however, we and you will enforce the limitation of damages to the extent the law allows.

4. The following language is added to the end of Section 20 of the Multi-Unit Development Agreement, entitled **Governing Law**:

However, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following language is added to the end of Section 21 of the Multi-Unit Development Agreement, entitled **Consent to Jurisdiction**:

However, subject to your arbitration obligation, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Rider.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

DEVELOPER

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A as the “Developer” with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Multi-Unit Development Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Multi-Unit Development Agreement. This Rider is being executed because (a) the Business that you will develop under the Multi-Unit Development Agreement is located within the State of Minnesota; and/or (b) any of the offering or sales activity with respect to the Multi-Unit Development Agreement occurred in the State of Minnesota.

2. The following language is added to the end of Section 9 of the Multi-Unit Development Agreement, entitled **Default and Termination**:

; provided, however, that such general release shall not apply to the extent prohibited by the Minnesota Franchises Law.

Minnesota law provides a franchisee with certain termination and non-renewal rights. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Section 80C.14, subds, 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of the applicable agreement.

3. The following language is added to the end of Section 19 of the Multi-Unit Development Agreement, entitled **Dispute Resolution**, is deleted in its entirety and replaced with the following:

Notwithstanding anything to the contrary contained in this Section 19, we and you have the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. In that case, we and you must contemporaneously submit our dispute for arbitration on the merits according to this Section 19.

4. The following language is added to the end of Section 19.6 of the Multi-Unit Development Agreement, entitled **Tolling of Statute of Limitations**:

Notwithstanding the foregoing, Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues. Further, we and you acknowledge that the limitation of damages in this Section 19.6 might not be enforceable under the Minnesota Franchises Law; however, we and you will enforce the limitation of damages to the extent the law allows.

5. The following language is added to the end of Section 20 of the Multi-Unit Development Agreement, entitled **Governing Law**, and Section 21 of the Multi-Unit Development Agreement, entitled **Consent to Jurisdiction**:

Pursuant to Minn. Stat. Section 80C.21 and Minn. Rule Part 2860.4400J, this Section shall not in any way abrogate or reduce your right as provided in Minnesota Statutes 1984, Chapter 80C, including (if applicable, and subject to your arbitration obligations) the right to submit matters to the jurisdiction of the courts of Minnesota.

6. The following language is added to the end of each paragraph of Section 22 of the Multi-Unit Development Agreement, entitled **Waiver of Punitive Damages, Jury Trial, and Class Actions**:

We and you acknowledge that certain parts of these provisions might not be enforceable under Minn. Rule Part 2860.4400J; however, we and you agree to enforce these provisions to the extent the law allows.

7. Each provision of this Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Law are met independently without reference to this Rider.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

DEVELOPER

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT
FOR USE IN NEW YORK**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A as the “Developer” with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Multi-Unit Development Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Multi-Unit Development Agreement. This Rider is being executed because (a) the Business that you will develop under the Multi-Unit Development Agreement is located within the State of New York and you are a resident of the State of New York; and/or (b) any of the offering or sales activity with respect to the Multi-Unit Development Agreement occurred in the State of New York.

2. The following language is added to the end of Section 9 of the Multi-Unit Development Agreement, entitled **Default and Termination**:

; provided, however, that to the extent required by Article 33 of the General Business Law of the State of New York, 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 GBL Sections 687.4 and 687.5 be satisfied.

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

3. The following language is added to the end of Section 19.6 of the Multi-Unit Development Agreement, entitled **Tolling of Statute of Limitations**:

To the extent required by Article 33 of the General Business Law of the State of New York, all rights 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 provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

4. The following language is added to the end of Section 20 of the Multi-Unit Development Agreement, entitled **Governing Law**, and Section 21 of the Multi-Unit Development Agreement, entitled **Consent to Jurisdiction**:

However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law and the regulations issued thereunder.

5. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed to be made in New York if you are domiciled in and the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

DEVELOPER

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A as the “Developer” with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Multi-Unit Development Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Multi-Unit Development Agreement. This Rider is being executed because (a) you are a resident of the State of North Dakota and the Business that you will develop under the Multi-Unit Development Agreement is located in the State of North Dakota; and/or (b) the offering or sales activity occurs within the State of North Dakota.

2. The following language is added to the end of Section 9 of the Multi-Unit Development Agreement, entitled **Default and Termination**:

; provided, however, that such general release shall not apply to the extent prohibited by law with respect to claims arising under the North Dakota Franchise Investment Law.

3. The following language is added to the end of Section 13 of the Multi-Unit Development Agreement, entitled **Covenant Not To Compete**:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

4. The following language is added to the end of Section 19 of the Multi-Unit Development Agreement, entitled **Dispute Resolution**:

However, to the extent required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration proceedings will be held at a site to which we and you agree.

5. The following language is added to the end of Section 19.6 of the Multi-Unit Development Agreement, entitled **Tolling of Statute of Limitations**:

We and you acknowledge that the time limitations set forth in this section might be modified by the North Dakota Franchise Investment Law and that other provisions of this Section 19.6 might not be enforceable under the North Dakota

Franchise Investment Law; however, we and you agree to enforce the provisions of this Section 19.6 to the maximum extent the law allows.

6. The following language is added to the end of Section 20 of the Multi-Unit Development Agreement, entitled **Governing Law**:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, this Agreement will be governed by the laws of the state of North Dakota.

7. The following language is added to the end of Section 21 of the Multi-Unit Development Agreement, entitled **Consent to Jurisdiction**:

Notwithstanding the foregoing, subject to your arbitration obligations, if and to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

8. If and to the extent required by the North Dakota Franchise Investment Law, Section 22 of the Multi-Unit Development Agreement, entitled **Waiver of Punitive Damages, Jury Trial, and Class Actions**, is deleted in its entirety.

9. Each provision of this Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, as amended, are met independently without reference to this Rider.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

DEVELOPER

(IF ENTITY):

By: _____
[Name]

Name: _____

Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT
FOR USE IN RHODE ISLAND**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “we,” “us” or “our”), and the person or entity identified on Appendix A as the “Developer” with its principal place of business as set forth on Appendix A (referred to in this Agreement as “you” or “your”).

1. We and you are parties to that certain “Multi-Unit Development Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Multi-Unit Development Agreement. This Rider is being executed because (a) the offer or sale of the franchise for the Business you will develop under the Multi-Unit Development Agreement was made in Rhode Island; and/or (b) you are a resident of the State of Rhode Island and will operate the Business in the State of Rhode Island.

2. Section 20 of the Multi-Unit Development Agreement, entitled **Governing Law**, is deleted in its entirety and replaced with the following:

All matters relating to arbitration will be governed exclusively by the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, and except as otherwise required by law for any claims arising under the Rhode Island Franchise Investment Act, all controversies, disputes or claims arising out of or related to: (1) this Agreement or any other agreement between you (or your owners) and us or any provision of any of such agreement; (2) our relationship with you; (3) the scope or validity of this Agreement or any other agreement between you (or your owners) and us or any provision of any of such agreements; or (4) any System Standard will be governed by the laws of the State of Delaware, without regard to its conflict of laws principles, except that any Delaware law regulating the sale of franchises, business opportunities or similar rights or relating to unfair trade practices, or governing the relationship of the parties to a contract involving those rights, will not apply unless its jurisdictional requirements are met independently without reference to this Section 19.12. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “a provision in a Multi-Unit Development Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of laws of another state is void with respect to a claim otherwise unenforceable under this Act.”

3. The following language is added to the end of Section 21 of the Multi-Unit Development Agreement, entitled **Consent to Jurisdiction**:

However, subject to the parties' arbitration obligations, nothing in this Section affects your right, to the extent required by applicable law with respect to claims arising under the Rhode Island Franchise Investment Act, to sue in Rhode Island for claims arising under that Act.

4. Each provision of this Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, as amended, are met independently without reference to this Rider.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

DEVELOPER

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**RIDER TO THE
ROCKIN' JUMP FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT
FOR USE IN WASHINGTON**

This Rider is entered into this ____ day of _____, 20__, by and between Rockin' Jump Franchise, LLC, a limited liability company formed under Delaware law, with its principal business address at 86 N. University Avenue, Suite 350, Provo, Utah 84601 (referred to in this Agreement as “**we**,” “**us**” or “**our**”), and the person or entity identified on Appendix A as the “Developer” with its principal place of business as set forth on Appendix A (referred to in this Agreement as “**you**” or “**your**”).

1. We and you are parties to that certain “Multi-Unit Development Agreement” dated as of the date hereof that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Multi-Unit Development Agreement. This Rider is being executed because (a) the Business you will develop under the Multi-Unit Development Agreement is located in the State of Washington; and/or (b) you are a resident of the State of Washington; and/or (c) any of the offering or sales activity with respect to the Multi-Unit Development Agreement occurred in the State of Washington.

2. **Fees.** Section 6 of the Multi-Unit Development Agreement is amended by adding the following:

Despite the payment provisions above, we will defer the payment of the development fee due under the Multi-Unit Development Agreement on a prorated basis (i.e., per ROCKIN' JUMP facility) until such time as each ROCKIN' JUMP facility opens for business.

3. **Addition of Paragraphs.** The following paragraphs are added to the end of the Multi-Unit Development Agreement as Section 32:

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 Multi-Unit Development 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 Multi-Unit Development 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 Multi-Unit Development 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 Multi-Unit Development 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 Multi-Unit Development Agreement or elsewhere are void and unenforceable in Washington.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FRANCHISOR

ROCKIN' JUMP FRANCHISE, LLC

By: _____
[Name]
[Title]

Date: _____

DEVELOPER

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

NEW YORK REPRESENTATIONS PAGE

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

ROCKIN' JUMP
EXHIBIT "H"
TO THE DISCLOSURE DOCUMENT
FORM OF RELEASE AGREEMENT

FORM OF RELEASE AGREEMENT

(Subject to Change by Rockin' Jump Franchise, LLC)

For and in consideration of the Agreements and covenants described below, Rockin' Jump Franchise, LLC ("Franchisor") and _____ ("Franchisee") enter into this Release of Claims ("Agreement").

RECITALS

- A. Franchisor and Franchisee entered into a ROCKIN' JUMP Franchise Agreement dated _____, _____.
- B. [NOTE: Describe the circumstances relating to the release.]
- C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, Franchisor and Franchisee now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. Consideration. [Note: Describe the consideration paid.]
- 2-3. [NOTE: Detail other terms and conditions of the release.]
4. Release of Claims by Franchisor. Except as noted in this Section 4, and subject to your compliance with the terms and conditions of this Agreement, including the payment of \$_____ to Franchisor, Franchisor, for itself, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (collectively and individually referred to as the "Franchisor Parties"), hereby release and forever discharge Franchisee, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them (collectively and individually referred to as the "Franchisee Parties") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which you may now or in the future own or hold, that in any way relate to the Franchise Agreement (collectively, "Claims"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices law, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisor Parties do not release the Franchisee Parties from any obligations arising by virtue of this Agreement and the Franchisee Parties' failure to comply with those obligations. Further, the Franchisor Parties do not release Franchisee Parties from any Claims related to Franchisee's (i) indemnification obligations under Section ____ of the Franchise Agreement, (ii) non-disclosure obligations under Section ____ of the Franchise Agreement, and (iii) post-termination non-compete obligations under Section ____ of the Franchise Agreement, each of which remain in full force and effect and are incorporated by reference in this Agreement.

5. Release of Claims by Franchisee. In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Franchisee Parties release and forever discharge the Franchisor Parties of and from any

and all Claims, for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisee Parties do not release the Franchisor Parties from any obligations arising by virtue of this Agreement and the Franchisor Parties' failure to comply with those obligations.

6. Unknown Claims. Franchisor Parties expressly intend to release Franchisee Parties, and Franchisee Parties expressly intend to release Franchisor Parties, and each of Franchisor Parties and Franchisee Parties understand that by this Agreement, Franchisor Parties and Franchisee Parties are releasing all claims not expressly excluded, whether presently known, unknown, suspected, or unsuspected, including, but not limited to, those claims within the scope of Section 1542 of California Civil Code, if applicable, which expressly states:

“A general release does not extend to claim which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have affected his settlement with the debtor.”

and any other state statute, precedent, or common law principle of similar import or effect.

Franchisor Parties and Franchisee Parties expressly waive the benefits of Section 1542 and similar state statutes, precedent or common law principles of similar import or effect. Franchisor Parties and Franchisee Parties understand and acknowledge that Franchisor and Franchisee may hereafter discover facts different from or in addition to those facts Franchisor Parties and Franchisee Parties now respectively believe to be true with respect to the matters released in this Agreement. Franchisor Parties and Franchisee Parties respectively assume any and all risk of mistake (or discovery of additional facts) in connection with the matters giving rise to this Agreement.

7. Acknowledgement. The release of Claims set forth in Section 4 and Section 5 are intended by the Franchisor Parties and the Franchisee Parties (collectively, the “Parties”) to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the one of the Parties against the other Party regardless of whether any unknown, unsuspected or unanticipated claims would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Parties' respective intentions to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. The Parties further acknowledge and agree that no violation of this Agreement shall void the releases set forth in this Agreement.

8. Reservation of Claims Against Non-Settling Parties. Franchisor and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings,

representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

10. Voluntary Nature of Agreement. The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and they fully understand and voluntarily accept the terms.

11. Governing Law and Jurisdiction. This Agreement will be construed and enforced in accordance with the law of the state of Delaware.

12. Attorneys' Fees. All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right to remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorney's fees and costs incurred by reason of the breach.

Dated: _____, 20__

ROCKIN' JUMP FRANCHISE, LLC

By: _____

Title: _____

Dated: _____, 20__

FRANCHISEE:

By: _____

Title: _____

ROCKIN' JUMP
EXHIBIT "I"
TO THE DISCLOSURE
DOCUMENT
TABLE OF CONTENTS TO OPERATIONS MANUAL

TABLE OF CONTENTS

1.0 MANUAL INTRODUCTION	8
PURPOSE AND LIMITATIONS	8
CONFIDENTIALITY AGREEMENT	8
DISCLAIMER	9
2.0 COMPANY INTRODUCTION.....	10
MANIFESTO	10
A HISTORY OF ROCKIN'	10
Our Trampoline Park Story	10
Having Fun While Exercising	11
WHO WE ARE	11
OUR PILLARS.....	11
YOUR TEAM.....	2
3.0 SERVICES PROVIDED TO FRANCHISE PARTNERS.....	3
TRAINING AND SUPPORT.....	3
Park Opening Support.....	3
Ongoing Training and Support	4
Ongoing Research and Development	4
APPROVED VENDORS	4
MARKETING MATERIALS AND SALES AIDS	5
FRANCHISE ADVISORY COUNCIL	5
Key Objectives of the Advisory Council	5
MANDATORY LIABILITY PROGRAM	6
4.0 FRANCHISE PARTNER RESPONSIBILITIES	7
RESPONSIBILITIES TO GUESTS	7
RESPONSIBILITIES TO TEAM MEMBERS	8
RESPONSIBILITIES TO FELLOW FRANCHISE PARTNERS.....	8
RESPONSIBILITIES TO THE ROCKIN' JUMP FRANCHISE GROUP	9
HOURS OF OPERATION.....	9
WAIVER.....	10

Waiver (Participant Agreement) Policies	10
Waiver (Participant Agreement) Requirements	12
VISITS FROM THE HOME OFFICE	13
5.0 FRANCHISE PARTNER ADDITIONAL FEES	14
ROYALTY FEES	14
INTEREST	14
TRAINING AND TRAVEL	15
Refresher Training Fees Per Trainer.....	15
Per Diem Fee.....	15
Annual Convention.....	15
MAINTENANCE COSTS	15
REFURBISHMENT AND UPGRADES	16
SYSTEMS AND SUPPLIERS.....	16
Software Licensing Fees.....	16
Server	16
Cash Management Safe and Pickup	16
Fees to Evaluate and Approve Alternative Suppliers.....	16
INSPECTIONS AND AUDITS.....	17
Quality Control Costs	17
Audits.....	17
Inspection and Compliance Reimbursement.....	17
Non-Compliance Fine	17
MANDATORY LIABILITY PROGRAM FEE	17
MANDATORY LIABILITY PROGRAM CLAIMS FEE	18
INDEMNIFICATION.....	18
COSTS AND ATTORNEY'S FEES.....	18
WAIVER OR VIDEO FAILURE FEE	19
MARKETING FEES.....	19
On-Line Marketing Tool Advertising Fee	19
Advertising Fund	19
Your Own Advertising	19

CONTRACT EXPIRATION OR TERMINATION	20
Management Fee	20
Liquidated Damages	20
Transfer Fee	20
Successor Franchise Fee	20
6.0 HUMAN RESOURCES	21
FEDERAL AND STATE RESOURCES.....	21
Federal and State Law Resources	22
U.S. Equal Employment Opportunity Commission (EEOC) Guidelines	22
Regulatory Enforcement Fairness Act.....	23
Wage and Labor Laws	23
PROFILE OF IDEAL ROCKIN' JUMP TEAM MEMBER	24
JOB ROLES AND DESCRIPTIONS	25
Park Organizational Chart.....	25
Job Descriptions	26
Shift Lead.....	31
Court Monitor	33
RECRUITING TEAM MEMBERS	36
Determining Hiring Needs	37
Getting the Word Out	37
Evaluating the Application	38
Conducting Interviews.....	39
Team Member Certifications	42
Background/Reference Checks.....	43
Job Offer	44
ONBOARDING TEAM MEMBERS	45
Hiring on a Probationary Period	45
Completing Necessary Paperwork	45
Setting Your Policies	46
Uniform and Dress Code.....	48
COACHING	51

Two-Minute Challenge	51
Feedback Guidelines	54
Documentation.....	55
Soliciting Feedback.....	56
PERFORMANCE REVIEWS	56
Evaluation Process	57
Conducting the Review	58
PROGRESSIVE DISCIPLINE.....	58
Offense Levels.....	59
TERMINATION/SEPARATION.....	62
Termination.....	62
Steps to Finalize a Termination.....	63
Separation	64
Steps to Finalize a Resignation.....	64
Human Resources Disclaimer.....	65
Forms	65
7.0 GUEST EXPERIENCE.....	67
COMMUNICATING WITH GUESTS	67
MAINTAINING A POSTIVIE ENVIRONMENT	68
ROCKIN' JUMP GUEST EXPERIENCE PHILOSOPHY	68
Guest Experience Procedures	69
Maintaining Guest Relations	70
GUEST COMPLAINTS.....	70
Steps to Handling a Guest Complaint	71
ANSWERING GUEST QUESTIONS	71
SELLING OPEN JUMP TICKETS.....	74
TRANSACTING SALES	75
Entering Orders Using the POS System	75
Accepting Personal Checks	76
8.0 CONFIDENTIAL VENDOR LIST.....	2
9.0 MARKETING	3

REQUIRED ADVERTISING EXPENDITURES	3
Advertising Fund or National Advertising Fund Fee	3
Grand Opening Advertising Requirement.....	4
Local Advertising Requirement	4
Marketing Territory Policy	5
Regional Cooperative Advertising	5
Guidelines for Using Rockin' Jump's Marks	6
BRAND STANDARDS	6
OBTAINING ADVERTISING APPROVAL.....	7
Choosing Media	8
DIGITAL ADVERTISING POLICY	9
Social Media	9
Website Content/Digital Marketing	10
SEO/Directory Listings	11
National Campaign Local Landing Pages	11
Email Marketing	11
Video	12
Promotions/Coupons	12
Mobile	12
SMS.....	12
Direct Mail.....	13
Print	13
Television.....	13
Radio and Internet Radio	14
PUBLIC RELATIONS/COMMUNITY INVOLVEMENT	15
Public Relations	15
Media Protocol.....	15
Community Involvement.....	16
Donations and Charitable Contributions.....	17
OUTSIDE SALES	17
FORMS	17

10.0 PARK STANDARDS.....	18
CLEANLINESS.....	18
Duties and Responsibilities	18
Daily Cleaning Procedures.....	19
Cleaning Forms.....	21
COVID-19.....	27
Jump Ahead Guide	27
Cleaning Checklists	27
Order Guide	27
COURT MAINTENANCE.....	27
Maintenance Checklists	28
Court Construction Plans	28
Equipment Inspections.....	28
General Court Maintenance	30
Netting	42
Foam Pit	43
Slam Dunk	44
Under and Around Courts	50
Platforms and Railing	51
Platform Padding	51
Ordering.....	52
Repair and Installation Procedures from Sky Zone Manufactures	55

Total Number of Pages: 158

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

ROCKIN' JUMP
EXHIBIT "J"
TO THE DISCLOSURE
DOCUMENT RECEIPTS

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Rockin' Jump Franchise, 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, us or an affiliate in connection with the proposed franchise sale.

New York requires that Rockin' Jump Franchise, LLC give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Rockin' Jump Franchise, LLC 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 Rockin' Jump Franchise, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on **Exhibit "A"**.

The name, principal business address, email, and telephone number of each franchise seller offering the franchise is:

☐ Bradford Smith, ☐ Mike Revak, ☐ Elizabeth Blair, ☐ Mike Gray, ☐ Matt Lambeth, each at 86 N. University Avenue, Suite 350, Provo, Utah 84601, (925)401-7200, or ☐ _____
_____.

The issuance date is March 30, 2022.

I have received a Disclosure Document dated March 30, 2022, that included the following Exhibits:

- | | |
|--|---|
| A. List of State Agencies and Agents to Receive Service of Process | G. State Addenda |
| B. Nondisclosure & Non-Use Agreement | H. Form of Release Agreement |
| C. Franchise Agreement (including Addenda and Appendices) | I. Table of Contents of Operations Manual |
| D. Multi-Unit Development Agreement (including Addenda and Appendices) | J. Receipts |
| E. Financial Statements | |
| F. List of Franchisees | |

_____ Date	_____ Signature	_____ Printed Name
_____ Date	_____ Signature	_____ Printed Name

Please sign this copy of the receipt, date your signature, and keep it for your records.

Franchisee's Copy

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Rockin' Jump Franchise, 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, us or an affiliate in connection with the proposed franchise sale.

New York requires that Rockin' Jump Franchise, LLC give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Rockin' Jump Franchise, LLC 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 Rockin' Jump Franchise, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on **Exhibit "A"**.

The name, principal business address, email, and telephone number of each franchise seller offering the franchise is:

☐ Bradford Smith, ☐ Mike Revak, ☐ Elizabeth Blair, ☐ Mike Gray, ☐ Matt Lambeth, each at 86 N. University Avenue, Suite 350, Provo, Utah 84601, (925)401-7200, or ☐ _____.

The issuance date is March 30, 2022.

I have received a Disclosure Document dated March 30, 2022, that included the following Exhibits:

- | | |
|--|---|
| A. List of State Agencies and Agents to Receive Service of Process | G. State Addenda |
| B. Nondisclosure & Non-Use Agreement | H. Form of Release Agreement |
| C. Franchise Agreement (including Addenda and Appendices) | I. Table of Contents of Operations Manual |
| D. Multi-Unit Development Agreement (including Addenda and Appendices) | J. Receipts |
| E. Financial Statements | |
| F. List of Franchisees | |

_____ Date	_____ Signature	_____ Printed Name
_____ Date	_____ Signature	_____ Printed Name

Please sign this copy of the receipt, date your signature, and keep it for your records.

Franchisor's Copy