FRANCHISE DISCLOSURE DOCUMENT

~~**SAFARI RUN ENTERPRISES, LLC**~~
~~A California Limited Liability Company~~
~~341 North Amphlett Boulevard~~
~~San Mateo, California 94401-1806~~
~~(650) 342-1977~~
~~www.safarirun.com~~

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A California Limited Liability Company
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San Mateo, California 94401-1806
(650) 342-1977
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Safari Run Enterprises offers a franchise for the establishment and operation of an entertainment and fitness center that provides fun, open play, parties, camps and fitness classes focusing on healthy living for children 3 to 13 years of age, with an area where toys and gifts are displayed for sale and a kitchen where food can be ordered and brought in for parties.

The estimated total investment necessary to begin operations of a Safari Run franchise is ~~$362,200~~429,100 to ~~$787,067~~1,121,100. This includes $~~42~~43,000 that must be paid to the franchisor or affiliate.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Rob Eichensehr, 341 North Amphlett Boulevard, San Mateo, California 94401-1806, (650) 342-1977.

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

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

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

Date of Issuance: ~~April 2, 2019, as amended April 9, 2019~~June 27, 2024

~~**STATE COVER PAGE**~~

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 **Exhibit F** to this FDD.
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?	**Exhibit E** to this FDD 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 Franchised The Real Food Academy 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 The Real Food Academy Franchisee?	**Exhibit F** to this FDD 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 ~~a franchisor~~franchisors to register ~~or file with a state franchise administrator~~ before offering or selling ~~in your~~ franchises in the state. Registration does not mean that the state~~. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THE DISCLOSURE DOCUMENT.~~

~~Call the~~ recommends the franchise or has verified the information in this document. To find out if your state ~~franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your~~ 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.

~~MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.~~

~~Please consider~~

Special Risks to Consider About *This* Franchise

Certain states require that the following risk ~~FACTORS before you buy this franchise~~(s) be highlighted:

~~1. THE FRANCHISE AGREEMENT REQUIRES THAT MOST DISPUTES BE SUBMITTED TO ARBITRATION IN SAN MATEO COUNTY, CALIFORNIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR HOME STATE.~~

~~2. THE FRANCHISE AGREEMENT STATES THAT THE LAW OF THE STATE WHERE THE FRANCHISED UNIT IS LOCATED GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR STATE'S LAW. YOU MAY WANT TO COMPARE THESE LAWS.~~

~~3. YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.~~

~~4. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $362,200 TO $787,067. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDER'S EQUITY OF $1,170 AS OF DECEMBER 31, 2018.~~

~~5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.~~

~~The effective date for this Franchise Disclosure Document for your state is listed on page 5.~~

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. 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 Florida than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guaranty will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

MICHIGAN DISCLOSURE NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

Department of the Attorney General
Consumer Protection Division, Franchise Unit
525 Ottawa Street
G. Mennen Williams Building, 6th Floor
Lansing, Michigan 48909
(517) 373-7117

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed before we can make offers or sell franchises there: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The Franchise Disclosure Document is registered, on file or exempt from registration in the following states where the order of effectiveness is effective on the date set forth below:

State	**Effective Date of Order**
California	April 10, 2019

This Franchise Disclosure Document is not registered, on file or exempt from registration in Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin, and your receipt of this disclosure document shall not be deemed an offer of a franchise in those states.

In all other states, this Franchise Disclosure Document's effective date is the issuance date of April 2, 2019, as amended April 9, 2019.

-TABLE OF CONTENTS

ITEM		PAGE
1.	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	11
2.	BUSINESS EXPERIENCE	12
3.	LITIGATION	13
4.	BANKRUPTCY	13
5.	INITIAL FEES	13
6.	OTHER FEES	13
7.	ESTIMATED INITIAL INVESTMENT	17
8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	21
9.	FRANCHISEE'S OBLIGATIONS	24
10.	FINANCING	26
11.	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	26
12.	TERRITORY	34
13.	TRADEMARKS	35
14.	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	37
15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED ENTERTAINMENT AND FITNESS CENTER	38
16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	39
17.	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	39
18.	PUBLIC FIGURES	46
19.	FINANCIAL PERFORMANCE REPRESENTATIONS	46
20.	OUTLETS AND FRANCHISEE INFORMATION	50
21.	FINANCIAL STATEMENTS	52
22.	CONTRACTS	53
23.	RECEIPTS	38

EXHIBITS

A. LIST OF STATE ADMINISTRATORS
B. LIST OF STATE AGENTS FOR SERVICE OF PROCESS
C. FRANCHISE AGREEMENT
D. TABLE OF CONTENTS OF CONFIDENTIAL OPERATIONS MANUAL
E. FINANCIAL STATEMENTS
F. LIST OF TERMINATED FRANCHISEES
G. LIST OF CURRENT FRANCHISEES
~~H. FRANCHISEE DISCLOSURE QUESTIONNAIRE~~
I. MULTI-STATE ADDENDA
RECEIPTS

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

To simplify the language in this Disclosure Document, the words "we," "our," "us" and "Safari Run" refer to Safari Run Enterprises, LLC, the franchisor of this business. "You" and "your" refer to the person who buys the franchise, whether you are a corporation, limited liability company or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of this disclosure also apply to your owners and will be noted.

The Franchisor

We formed a limited liability company in California on May 28, 2009 to offer Safari Run franchises. Our principal business address is 341 North Amphlett Boulevard, San Mateo, California 94401-1806. We do business under our company name and the name Safari Run. We have offered franchises since 2009.

We franchise the right to operate an entertainment and fitness center that provides fun, open play, parties, camps and fitness classes focusing on healthy living for children 3 to 13 years of age, with an area where toys and gifts are displayed for sale and a kitchen where food can be ordered and brought in for parties. The franchise or franchised entertainment and fitness center does business under the trade name, Safari Run® and also uses our other related service marks, trademarks or logos (our "Marks"). The franchised entertainment and fitness center typically requires between 3,000 to 8,000 square feet and is usually located in a warehouse style building, with adequate parking and near residential areas. The franchise operates using our standards, methods, procedures and specifications, called our "System."

We do not operate a business of the type being franchised, but our affiliate, Safari Run LLC, does. We are not involved in any other business activities.

Our Parents, Predecessors and Affiliates

We do not have any parent companies or predecessors. Safari Run, LLC (our "Affiliate") was formed in California on November 10, 2005 and is located at 341 N. Amphlett Blvd., San Mateo, California 94401. Our Affiliate owns and operates two Safari Run entertainment and fitness centers of the type being franchised in San Mateo, California, and Sunnyvale, California. Our Affiliate does not currently offer or has not previously offered franchises in this or any other line of business and does not provide products or services to franchisees.

General Description of the Market and Competition

A Safari Run franchise provides fitness, fun, and entertainment to children. The markets for family entertainment, events, camps, and activities for children is well developed and highly competitive. You may have to compete with other businesses, including franchised operations, national chains and independently owned companies providing ~~similar services~~activities to children. ~~The family entertainment market is saturated.~~ You may also encounter competition from other Safari Run franchises. Changes in local and national economic conditions and population density affect this industry and are generally difficult to predict. ~~You will~~

~~face other business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws or regulations, changes in supply and demand, new technologies and competitors that provide related products. Our ability to fulfill our obligations under our Franchise Agreement depends in part on our present and future financial condition. Litigation risks also exist, including future litigation that may not be predicted.~~

Regulations Specific to the Industry

Laws, licenses, and regulations vary from state to state and locality to locality. There may be zoning regulations and special use permits in regard to an entertainment and fitness center that would apply to the operation of your business. You must investigate and comply with all applicable laws and regulations. You alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you. Since your business caters to children, we will conduct a check of your background, including criminal history and check of the child abuse registry when we process your application for the franchise. In addition, we require you to conduct background checks and child abuse registry checks on all employee applicants and any independent contractors who will perform work on the premises after you open for business.

Most states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your business, including those that: (a) require a permit, certificate or other license; (b) establish general standards, specifications and requirements for the construction, design and maintenance of the business premises; (c) regulate matters affecting the health, safety and welfare of your customers, including restrictions on smoking, availability of and requirements for public accommodations, including restrooms; (d) set standards pertaining to employee health and safety; (e) regulate matters affecting requirements for accommodations for disabled persons; (f) regulate zoning and require special use permits in regard to an entertainment and fitness center that would apply to the operation of your business; (g) require your fitness trainers to have specific certifications or credentials, and comply with training and professional development requirements; (h) set standards for food safety; and (i) set standards and requirements for fire safety and general emergency preparedness. In addition, some jurisdictions have passed laws that require businesses to pay their employees a higher minimum wage than what is required under federal law, which laws may disproportionately affect franchised businesses. You must also comply with federal, state, and local intellectual property laws, privacy laws, and escheat laws. You must investigate and comply with all applicable laws and regulations. You alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you.

Agents for Service of Process

Our agents for service of process are listed on Exhibit B to this Disclosure Document.

ITEM 2. BUSINESS EXPERIENCE

We are co-owned and managed by husband and wife team, Robert Eichensehr and Jodi Hamilton-Eichensehr.

Co-Owner/Director of Franchising: Robert Eichensehr

Mr. Eichensehr has been our Co-Owner and Director of Franchising since January 2009. From January 2003 to December 2008, Mr. Eichensehr was self-employed as a real estate developer in San Mateo, California.

Co-Owner/Director of Training: Jodi L. Hamilton-Eichensehr

Mrs. Eichensehr has been our Co-Owner and Director of Training since May 2009. In addition, Mrs. Eichensehr has been Co-Owner and Director of Training of our Affiliate since its formation in November 2005. From 1991 to May 2009, Mrs. Eichensehr was a fitness trainer for Pacific Athletic Club in Redwood City, California.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

You pay us a $40,000 lump sum franchise fee when you sign the Franchise Agreement. You pay us a $32,000 lump sum franchise fee when you sign the Franchise Agreement for a second and subsequent franchise. Otherwise, the franchise fee is uniform. (California residents, see State Addendum.) You also pay us a ~~Website~~Technology Set-Up Fee of $~~2~~3,000 for each franchise unit purchased.

The initial franchise fee and the ~~Website~~Technology Set-Up Fee are nonrefundable. The franchise fee is compensation to us for our efforts in offering and selling a franchise to you, our franchise sales and marketing activities to promote the sale of a franchise to qualified franchisees, our participation in the franchise sale, our legal compliance with franchise laws and regulations, site selection assistance and guidelines, the development and hosting of initial training programs and our participation in terminating the franchise.

Franchise units operated by our affiliate did not pay an initial franchise fee or ~~website~~Technology set-up fee. Franchise fees are otherwise, uniformly imposed.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of gross sales	Payable weekly on Tuesday	You must pay your royalty fee directly to us. See definition of gross sales[1.] (Section 3.3)

Type of Fee	Amount	Due Date	Remarks
Marketing Fund Contribution	Currently 0%, but may be up to 2% of gross sales	If established, Payable weekly on Tuesday	You pay your marketing fund contribution to us. We will give you 30 days notice before increasing required contributions. (Section 11.3) (See ITEM 11)
~~Web Hosting~~System Technology Fee	~~$600/year~~Currently $780/year or $15 per week, may be increased upon notice	~~January 15 each year~~Weekly Installments	Subject to change by 30 days prior written notice.
Quality Assurance Costs & Expenses	All costs incurred	Upon demand	If we retain a third-party inspector, quality assurance firm, or mystery shopper to inspect your franchise, you will pay to us, upon demand, an amount equal to all costs and expenses of the inspection.
Local Advertising	2% of gross sales	Monthly	You pay directly to providers subject to our approval. (Section 11.2) We may require your expenditures to be used in cooperative advertising. (Section 11.4) Further information about all advertising programs is included in ITEM 11.
Audit Expenses[2]	All costs and expenses associated with audit, approximately $1,500 - $5,000	Upon demand	Audit costs payable only if the audit shows you have not spent 2% of your monthly gross sales on local advertising or if you underreported amounts you owe us by 3% or more. (Section 12.6)
Late Fees[3]	1.5% per month or the highest rate allowed by the state where you are located	Upon demand	Applies to all overdue fees you owe us. (Section 3.9) Also applies to any understatement in amounts due revealed by an audit. (Section 12.6)
Approval of Products or Suppliers[4]	Approximately $500 - $1,000	Time of evaluation	Applies to our evaluation of new suppliers you wish to purchase from or products you wish to purchase. (Section 13.1)
Renewal Fee	$10,000	At the time of renewal	Payable to us at renewal, as a condition of renewal.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	$10,000	At the time of transfer	Payable to us at time of transfer. Does not apply to an assignment under Section 18.3 of the Franchise Agreement. (Section 18.2.8)
System Modifications	Not more than $15,000 during the initial term of the franchise	As required	If we make changes to our System, you must adapt your business to conform to the changes. Some examples of changes include new equipment, fixtures, software or new Marks. (Section 10.2)
Relocation Assistance	Approximately $750 - $1,500	Time of assistance	If you need our assistance to relocate, you must reimburse our costs to assist you. (Section 5.9)
Customer Service[5]	All costs incurred in assisting your customers, approximately $3,500 - $7,000	Upon demand	You must reimburse us if we determine it is necessary for us to provide service directly to your customers. (Section 13.9)
Substitute or New Manager Training/ Additional Training	Currently, $600 per day, plus your expenses in attending	Time of training	Our initial training program is covered by your franchise fee. If you have to repeat initial training, we may charge you. (Sections 8.1, 8.3 and 8.4) Further information about training programs is included in ITEM 11.
Ongoing Training[6]	Approximately $600 - $1,500	Time of program	If you require training at a time or place other than Safari Run's regularly scheduled initial training programs, you agree to pay Safari Run's fee plus all costs and expenses of such training. You may also request additional Special Training after the conclusion of Safari Run's initial training program. Special Training is provided upon your request and at Safari Run's convenience, and you agree to pay Safari Run's fee plus all costs and expenses of such additional training. We may also require additional training as a condition of curing any non-payment default, and you agree to pay Safari Run's fee plus all costs and expenses of such additional training. (Section 8.5)

Type of Fee	Amount	Due Date	Remarks
Additional Operations Assistance	Currently, $600 per day plus our expenses	Time of assistance	We provide assistance related to beginning of operations. You pay for additional assistance if you request it. (Section 8.2)
Non-compliance Charge	Up to $500 per violation	As incurred	We may charge you a non-compliance charge for any violation by you of any term or condition of the Franchise Agreement.
Cost of Enforcement	All costs including reasonable attorneys' fees	Upon demand	You must reimburse us for all costs in enforcing obligations if we prevail. (Section 22.4)
Temporary Management Assistance	Currently, $600 per day, plus our expenses	Each month that it applies	If you breach the Franchise Agreement or following the death or incapacity of an owner of the franchise, we may temporarily manage your franchised entertainment and fitness center. (Sections 16.5 and 18.6.1.2)
Indemnification	All costs including reasonable attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the franchised entertainment and fitness center. We also provide indemnification to you for any lawsuits or claims arising from your authorized use of the Marks. (Sections 6.4 and 21.3)

We may require that all fees payable to us be paid through an electronic depository transfer account.

All of the fees noted above are uniform. No other fees or payments are to be paid to us or our Affiliate, nor do we impose or collect any other fees or payments for any other third party. All fees are generally non-refundable.

NOTES

[1] "Gross sales" means all revenue from the franchised entertainment and fitness center~~.~~, including service charges and gratuities. Gross sales do not include sales tax or use tax. Gross Sales includes sales for gift cards, gift certificates, Groupons or similar promotions at the time of the sale. "Gross sales" also includes all insurance proceeds you receive for loss of business due to a casualty or similar event. (Section 1)

[2] We assume costs vary depending on factors, including prevailing auditor's rates in your area, the business activity being audited and how well you keep your books and records. You pay our actual costs only. You should be able to investigate these costs by contacting auditors in your area.

[3] Late fees begin from the date payment was due, but not received, or date of underpayment.

[4] Costs vary depending on the availability of product samples for testing, shipping costs or travel costs to review the product, the type of product under review, whether the product or supplier has been rated and other similar factors. You pay our actual costs only.

[5] Costs vary depending on factors, including nature of the complaint, expertise needed and the time involved. You pay our actual costs only.

[6] You must attend our ongoing training programs. You must pay your costs to attend. We do not charge you an attendance fee. Costs vary depending on the number of people attending, how far you travel and the type of accommodations you choose. You should be able to investigate these costs through travel agencies. For further reference, review the estimated costs to attend our initial training program included in ITEM 7.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee[1]	$40,000	Cashier's Check	At Signing of Franchise Agreement	Us
~~Website~~Technology Set-Up Fee	~~2~~$3,000	Cashier's Check	At Signing of Franchise Agreement	Us
Real Estate/Rent[2]	~~4,500~~ ~~14,667~~$10,000 - $20,000	As Arranged	Before Beginning Operations	Lessor
Utility Deposits[3]	~~100~~ ~~300~~$500 - $1,000	As Arranged	Before Beginning Operations	Utilities
Leasehold Improvements[4]	~~20~~$50,000 ~~275~~$400,000	As Arranged	Before Beginning Operations	Contractor, Suppliers
Insurance[5]	~~2~~$3,200 ~~3~~$4 000	As Arranged	Before Beginning Operations	Insurance Companies
Office Equipment and Supplies[6]	~~1~~$3,000 ~~20~~$30,000	As Arranged	Before Beginning Operations	Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Training[7]	$1,000 - 3000$3,000	As Arranged	Before Beginning Operations	Airlines, Hotels & Restaurants
Signage[8]	$5,000 - 6$15,000	As Arranged	Before Beginning Operations	Approved Suppliers
Furniture, Fixtures & Equipment[9]	180,000 - $300,000 $500,000	As Arranged	Before Beginning Operations	Us, Affiliate, Approved Suppliers, Suppliers
Initial Inventory[10]	0 - $500 $7,500	As Arranged	Before Beginning Operations	Approved Suppliers, Suppliers
Grand Opening[11]	3$4,000 - 5,000$7,500	As Arranged	First 3 Months of Operation	Advertising Suppliers
Computer & Software[12]	$17,000 - $22,000	As Arranged	Before Beginning Operations	Approved Suppliers, Suppliers
Licenses & Permits[13]	500 - $1,000 $2,500	As Arranged	Before Beginning Operations	Licensing Authorities
Legal & Accounting[14]	$500 - 3,500$5,000	As Arranged	Before Beginning Operations	Attorney, Accountant
Dues & Subscriptions[15]	$400 - $600	As Arranged	Before Beginning Operations	Associations, Suppliers
Additional Funds[16] (3 months)	25$40,000 - 45$60,000	As Arranged	As Necessary	Employees, Utilities, Lessor, Suppliers
TOTAL[18]	**$** - 362,200**429,100** **$** 787,067**1,121,100**			

NOTES

[1] Franchise Fee. The franchise fee and ~~Website~~Technology Set-Up Fee and their refund policy are described in greater detail in ITEM 5. We do not finance any fee. (California Residents please see addendum)

[2] Real Estate/Rent. You must lease or otherwise provide a suitable facility for the operation of the franchised entertainment and fitness center. Typically, the facility will range in size from 3,000 to 8,000 square feet. Suitable locations can be difficult to locate, and Safari Run is not responsible for locating a suitable facility for you. The location you choose can significantly impact the performance of the franchise. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. Lease costs will vary based upon square footage, cost per square foot and required maintenance costs. The low estimate is based on an assumption that you will have to pay a security deposit equal to 1 month's rent and is based on leasing a facility of 3,000 square feet. The high estimate is based on an assumption that you will have to pay a security deposit equal to 2 months' rent to lease the facility and is based on leasing a facility of 8,000 square feet at a higher cost per square foot. Some lessors may refund the security deposit if you cancel the lease before you occupy the premises. The estimated range of costs in this category only includes your costs to enter into a lease agreement for the facility. Estimated rental costs for 3 months are included with the category, "Additional Funds," (see Note 17 below).

[3] Utility Deposits. If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, gas and water. The amount of the deposit and whether the deposit is refundable will vary depending on the local utilities. You should contact your local utilities for more information.

[4] Leasehold Improvements. To adapt a newly acquired facility for operation of the franchised entertainment and fitness center, it must be renovated. The cost of the leasehold improvements will vary depending on factors, including the size, condition and location of the facility, local wage rates and the cost of materials. The low estimate assumes that your landlord will provide a partial build-out allowance. The amounts you pay for leasehold improvements are typically non-refundable. You should inquire about the refund policy of the contractor at or before the time of hiring.

[5] Insurance. You must purchase the following types and amounts of insurance:

(1) "all risk" property insurance coverage for assets of the franchised entertainment and fitness center;
(2) workers' compensation insurance and employer liability coverage with a minimum limit of $100,000 or higher if your state law requires;
(3) comprehensive general liability insurance with a minimum liability coverage of $1,000,000 per occurrence and $2,000,000 in the aggregate, or higher if your state law requires;
(4) business interruption insurance; and
(5) insurance coverage for contractual indemnity.

Factors that may affect your cost of insurance include the size and location of the franchised entertainment and fitness center, value of the leasehold improvements, equipment, and inventory, number of employees and other factors. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

[6] Office Equipment and Supplies. You must purchase general office supplies, including stationery, business cards and typical office equipment. Factors that may affect your cost of office equipment and supplies include local market conditions, competition among suppliers and other factors. We do not know if the amounts you pay for office equipment and supplies are refundable. Factors determining whether office equipment and supplies are refundable typically include the condition of the items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

[7] Training. The cost of initial training is included in the franchise fee, but you are responsible for transportation and expenses for meals and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. These expenses are typically non-refundable. Before making airline ticket, hotel, rental car or other reservations, you should inquire about the refund policy in the event you need to cancel any reservation.

[8] Signage. This range includes the cost of all signage used in the franchised entertainment and fitness center. The signage requirements and costs will vary based upon the size and location of the franchised entertainment and fitness center, local zoning requirements, landlord requirements and local wage rates for installation. The amounts you pay for signage are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

[9] Furniture, Fixtures & Equipment. You must purchase and/or lease and install furniture, fixtures and equipment and décor necessary to operate your franchised entertainment and fitness center. The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the facility, suppliers and other related factors. Equipment installation charges are included in this range. We do not know if the amounts you pay for furniture, fixtures or equipment are refundable. Factors determining whether payments for furniture, fixtures and equipment are refundable typically include the condition of the items, level of use, length of time of possession and other variables. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing or leasing.

[10] Initial Inventory. You must purchase an initial inventory of toys, gifts and prizes, as well as paper products and other consumables for use in the operation of the franchised entertainment and fitness center. ~~This Initial Inventory is only pertaining to those franchisees who elect to include an arcade with prizes in their facility.~~ Costs vary based on the location the franchised entertainment and fitness center, suppliers and other factors. We do not know if the amounts you pay for inventory items may be refundable. Factors determining whether payments for inventory items are refundable typically include the condition of the items at time of return, level of use, length of time of possession and other factors. You should inquire about the return and refund policy of the suppliers at or before time of purchasing.

[11] Grand Opening. You must spend a minimum amount we specify on grand opening advertising during the first 3 months of operation. We determine the minimum based on our assessment of your advertising costs in your area and the time of year that you are opening. You may choose to spend more. See ITEM 11. Factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media cost, location of the franchised entertainment and fitness center, time of year and customer demographics in the surrounding area. The amounts you spend for grand opening

advertising are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

[12] Computer & Software. You must purchase computer equipment and software we designate for use in the operation of the franchised entertainment and fitness center. We do not know if the amounts you pay for the computer equipment and software may be refundable. The amounts you pay for the computer equipment and software are typically non-refundable, or if refundable, may be subject to a "re-stocking" fee. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

[13] Licenses & Permits. State and local government agencies typically charge fees for occupancy permits, operating licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

[14] Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your franchised entertainment and fitness center. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.

[15] Dues and Subscriptions. You are expected to purchase subscriptions to certain industry publications or periodicals and join required organizations. These expenses are typically non-refundable. You should inquire about the cancellation and refund policy of the organizations at or before the time of purchase.

[16] Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses, including rent, utilities and employees' salaries, for the first 3 months that the franchised entertainment and fitness center is open. ~~We cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high.~~ These expenses are typically non-refundable.

[17] Total. In compiling this chart, we relied on our and our Affiliate's industry knowledge and experience. The amounts shown are estimates only and may vary for many reasons, including the size and condition of your facility, the capabilities of your management team, where you locate your franchised entertainment and fitness center and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only, and we cannot guarantee that you will not have additional expenses in starting the franchised entertainment and fitness center.

We do not offer direct or indirect financing to you for any items.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

~~**Franchisor as Designated Supplier**~~

~~Currently, neither we, nor any Affiliate is a designated supplier, and you are not currently required to purchase any goods or services from us or our Affiliate. We retain the right, however, to designate Safari Run or an affiliate of Safari Run as a designated supplier.~~

The consistency of Safari Run brand and of the products and services it offers to consumers is an essential component of the franchise system. Accordingly, you must purchase all items bearing the Marks and all supplies, products, software, services, tools, computers, furniture, fixtures, and equipment (together "goods and services") used in the development and operation of the franchised business from an approved supplier, pursuant to our specifications set forth in Safari Run Confidential Operations Manual ("Confidential Operations Manual"), as they may be changed from time to time.

We have developed and may develop from time-to-time various standards and specifications for ~~products~~ various goods and services. These specifications include standards and specifications for ~~sale, décor, furniture, fixtures, equipment, signage, play structures, games, flooring, computers and point of sale systems.~~ the appearance, quality, price, performance, and functionality. These standards and specifications are based on our Affiliate's experience in operating a business of the type we are franchising and on research and testing in our Affiliate's business. We may communicate our standards and specifications directly to suppliers who wish to supply you with goods or services pursuant to our specifications. We communicate our standards and specifications to you when we evaluate your proposed location for the franchised Safari Run family entertainment center, during training, before you conduct your grand opening advertising, during on-site opening assistance, during periodic visits to your franchise location, and through the Confidential Operations Manual (including periodic bulletins). We will periodically issue new standards and specifications (if any) and new approved suppliers (if any) through written notices.

We have and will continue to periodically approve specifications, suppliers and/or distributors ~~of the above products~~for the goods and services used in the development and/or operation of the franchised business, which may include us or our affiliates, that meet our standards and requirements, including standards and requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations and customer relations. We may approve a single distributor or other supplier (collectively "supplier"), for any ~~product~~goods or services and may approve a supplier only as to certain ~~products~~goods or services. We may concentrate purchases with one or more suppliers to obtain lower prices or better advertising support or services for any group of Safari Run ~~entertainment centers~~locations franchised or operated by us. ~~Currently,~~You acknowledge that we ~~do not~~may derive revenue ~~as a result of any of your required purchases, but we retain~~from the ~~right~~products and services offered to ~~do so in the future~~you. We do not provide material benefits to franchisees based on a franchisee's purchase of particular products or services or use of particular approved suppliers.

Franchisor as Designated Supplier

Currently, neither we, nor any Affiliate is a designated supplier, and you are not currently required to purchase any goods or services from us or our Affiliate. We retain the right, however, to designate Safari Run or an affiliate of Safari Run as a designated supplier.

Third-Party Designated Suppliers

We have currently designated exclusive suppliers for certain equipment and furnishings. We reserve the right to designate exclusive suppliers and preferred suppliers for other goods or services in the future. If we designate one or more exclusive suppliers for a particular good or service, you may not utilize an alternative supplier. If we have designated a preferred supplier, you must obtain our consent to use an alternate supplier.

Furniture, Fixtures and Equipment

You must purchase any furniture, fixtures, equipment, or signage under our specifications in the Safari Run Confidential Operations Manual ("Confidential Operations Manual"). These specifications include standards and specifications for the appearance, quality, price, performance and functionality. These standards and specifications are based on our Affiliate's experience in operating a business of the type we are franchising and on research and testing in our Affiliate's business. We may communicate our standards and specifications directly to suppliers who wish to supply you with furniture, fixtures, equipment, and signage under specifications. We communicate our standards and specifications to you when we evaluate your proposed location for the franchised entertainment and fitness center during training, before you conduct your grand opening advertising, during on-site opening assistance, during periodic visits to your franchise location and through the Confidential Operations Manual (including periodic bulletins). We will periodically issue new standards and specifications (if any) through written notices. While we have created standards and specifications for the development of your franchised entertainment and fitness center, we have not designated any vendors and suppliers, except as mentioned under "Franchisor as Designated Supplier," and no officer of the franchisor has any ownership or other interest in any supplier.

New Products and Services, Review Criteria

If you would like to use any goods or services in establishing and operating the franchised entertainment and fitness center that we have not approved (for goods and services that must meet our standards and specifications or that require our approval of the supplier), you must first send us sufficient information, specifications and samples for us to determine whether the goods or services comply with our standards and specifications or the supplier meets our approved supplier criteria. We have the right to inspect the proposed supplier's facilities and to require product samples and testing. You must pay our expenses to evaluate goods, services or suppliers. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the goods or services or whether the supplier is approved. Our criteria for approving or revoking approval of suppliers includes: the supplier's ability to provide sufficient quantity of goods; quality of goods or services at competitive prices; production and delivery capability; and dependability and general reputation. We are not required to approve any proposed supplier and we may disapprove a proposed supplier who does not meet our requirements. We may also disapprove a proposed supplier if the purchase would violate a contract with an existing supplier.

Periodically, we may review our approval of any goods, services or suppliers. We will notify you if we revoke our approval of goods, services or suppliers, and you must immediately stop purchasing disapproved goods or services, or must immediately stop purchasing from a disapproved supplier. Additionally, we may negotiate pricing arrangements, including volume discounts, on behalf of our

franchisees with our suppliers. Volume discounts may not be available to franchisees located in outlying markets that a particular supplier does not serve in significant volume.

Revenues from Franchisee Purchases

Our total revenues for ~~2018~~2023 were $~~51,958.89~~47,138. The total revenue from franchisee's purchases of required products and services in ~~2018~~2023 was $0. Approximately 0% of our total revenues in ~~2018~~2023, was derived from all franchisee purchases of required products and services. We have no affiliates who sell or lease products or services to franchisees, and we derive no revenues from any such affiliate or supplier.

We estimate that approximately 70% to 80% of your expenditures for leases and purchases in establishing your franchised entertainment and fitness center will be for goods and services that must be purchased from us, our Affiliate or an approved supplier or according to our standards and specifications. We estimate that approximately 20% to 30% of your expenditures on an ongoing basis will be for goods and services that must be purchased from either us, our Affiliate, or an approved supplier or according to our standards and specifications.

We do not currently receive any compensation from any supplier or provider based on purchases made by franchisees but reserve the right to receive compensation in the future. There are currently no suppliers, other than Us, in which an officer of Us owns an interest. In 2023, we did not receive any rebates or other compensation from suppliers. Some vendors and suppliers who may provide goods or services to Safari Run franchisees may pay a sponsorship fee to present information at conferences sponsored by Us. We do not provide any material benefits to franchisees based upon a franchisee's purchase of particular goods and/or services or the use of particular suppliers.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in the Franchise Agreement	Disclosure Document ITEM
a.	Site selection and acquisition/lease	Section 5	ITEMS 11 and 12
b.	Pre-opening purchases/leases	Sections 5, 12 and 15	ITEMS 7 and 8

Obligation		Section in the Franchise Agreement	Disclosure Document ITEM
c.	Site development and other pre-opening requirements	Sections 5 and 8	ITEMS 7, 8 and 11
d.	Initial and ongoing training	Section 8	ITEMS 6, 7 and 11
e.	Opening	Sections 5 and 8	ITEM 11
f.	Fees	Sections 3, 5, 8, 10, 11, 13, 15, 18 and 22	ITEMS 5, 6 and 7
g.	Compliance with standards and policies/Confidential Operations Manual	Sections 6, 7, 9, 10 and 13	ITEMS 8, 14 and 16
h.	Trademarks and proprietary information	Sections 6, 7 and 9	ITEMS 13 and 14
i.	Restrictions on products/services offered	Sections 5, 6 and 13	ITEMS 8 and 16
j.	Warranty and customer service requirements	Section 13	ITEM 16
k.	Territorial development and sales quotas	Not Applicable	Not Applicable
l.	Ongoing product/service purchases	Section 13	ITEMS 8 and 11
m.	Maintenance, appearance and remodeling requirements	Sections 5, 10 and 13	ITEM 6
n.	Insurance	Section 15	ITEMS 6, 7 and 8
o.	Advertising	Section 11	ITEMS 6, 7 and 11
p.	Indemnification	Section 21	ITEM 6
q.	Owner's participation/management/ staffing	Section 13	ITEM 15
r.	Records and reports	Section 12	ITEM 11
s.	Inspections and audits	Sections 6 and 12	ITEMS 6, 11 and 13
t.	Transfer	Section 18 and Exhibits 1 and 5	ITEMS 6 and 17
u.	Renewal	Section 4 and Exhibits 1 and 5	ITEM 17

Obligation		Section in the Franchise Agreement	Disclosure Document ITEM
v.	Post-termination obligations	Section 17 and Exhibits 2 and 5	ITEM 17
w.	Non-competition covenants	Sections 7 and 17 and Exhibits 2 and 5	ITEM 17
x.	Dispute resolution	Section 23 and Exhibit 5	ITEM 17
y.	Other	Not Applicable	Not Applicable

ITEM 10. FINANCING

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

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

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

A. Before you open your franchised entertainment and fitness center, we will:

1. if we have not already approved a site for the franchised entertainment and fitness center before signing the Franchise Agreement, we will designate the area in which you must locate the franchised entertainment and fitness center, provide you with our criteria for site selection and evaluate sites you propose for the location of the franchised entertainment and fitness center. (Sections 2.3 and 5.1)

2. designate your exclusive area (area of primary responsibility). (Section 2.5 and 2.6; See also ITEM 12)

~~Neither we nor any of our employees have special expertise in selecting sites; we make no representations that your franchised entertainment and fitness center will be profitable or successful by being located at the approved location. Any approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience.~~

3. review and approve your lease or purchase agreement for the approved site for the franchised entertainment and fitness center. (Section 5.3)

~~Our review of your lease or purchase agreement and any advice or recommendations we may offer is not a representation or guarantee by us that you will succeed at the leased or purchased premises.~~ (Our review of your lease does not constitute legal advice and our review is solely for the purpose of ensuring that the lease complies with the Franchise Agreement. For legal advice, you must rely upon the advice of your attorney~~.~~).

4. provide you with specifications for remodeling and equipping the approved location along with a list of required supplies, equipment and improvements that you must purchase and install. (Section 5.4)

5. provide an initial training program. This training is described in detail later in this ITEM. (Section 8.1)

6. provide to you on-site assistance and guidance to assist you with any questions you may have in operating the franchised entertainment and fitness center. (Section 8.2)

7. provide to you, on loan, one paper copy of the Safari Run Confidential Operations Manual or provide you with access to an electronic copy of the Confidential Operations Manual. The approximate total number of pages in the Confidential Operations Manual as of the date of this Disclosure Document is 560. The Table of Contents of the Confidential Operations Manual, along with number of pages devoted to each section, is included as Exhibit D to this Disclosure Document. (Section 9.1)

B. After the opening of the franchised entertainment and fitness center, we will:

1. Not grant other franchises in your Territory or operate ourselves in your Territory while you are in compliance with the Franchise Agreement; and

2. Maintain the Safari Run website (Section 5.17).

3. make available to you operations assistance and ongoing training as we think necessary. (Sections 8.2 and 8.5) Ongoing training programs are described later in this ITEM and in ITEM 6. (See also ITEM 9.d.)

4. approve forms of advertising materials you will use for local advertising, grand opening advertising and cooperative advertising. (Section 11.2) Our advertising programs are described later in this ITEM. (See also ITEM 9.o.)

C. After the opening of the franchised entertainment and fitness center, we may:

1. periodically advise you and offer general guidance to you by telephone, e-mail, facsimile, newsletters and other methods. Our guidance is based on our and our Affiliate's knowledge and experience. We offer you advice and guidance on a variety of business matters, including operational methods, accounting procedures, authorized products or services and marketing and sales strategies. (Section 14.1)

2. make periodic visits to the franchised entertainment and fitness center to provide you with consultation, assistance and guidance in various aspects of the operation and management of the franchised entertainment and fitness center. We may prepare written reports suggesting changes or improvements in the operations of the franchised entertainment and fitness center and detailing deficiencies that become evident as a result of a visit. If we prepare a report, we may provide you with a copy. (Section 14.2)

~~3.~~1. ~~3.~~ 3~~make available to you operations assistance and ongoing training as we think necessary. (Sections 8.2 and 8.5) Ongoing training programs are described later in this ITEM and in ITEM 6. (See also ITEM 9.d.)~~

~~4.~~1. ~~4. approve forms of advertising materials you will use for local advertising, grand opening advertising and cooperative advertising. (Section 11.2) Our advertising programs are described later in this ITEM. (See also ITEM 9.o.)~~

~~5.~~ provide you with modifications to the Confidential Operations Manual as they are made available to franchisees. (Section 9.2) The Confidential Operations Manual is described in ITEM 14. (See also ITEM 9.g.)

~~C~~D. Advertising and Promotion

~~1.~~**Local Advertising**

During your first 3 months of operation, you must spend a minimum amount we specify on local advertisement and promotion of initial opening (grand opening advertising), including print or news media or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. We determine the minimum amount by assessing advertising costs in your area and taking into account the time of year your opening occurs. We will provide you with guidance for conducting grand opening advertising, and we will review and approve the materials you use in your grand opening advertising. (Section 11.1; See also ITEM 9.f. and 9.o.)

~~2.~~ Each month, you must spend 2% of your Gross Sales on advertising, promotions and public relations in the local area surrounding the franchised entertainment and fitness center. You will pay for your ads and promotions directly, but we will provide you with general marketing guidelines and we will review and approve your advertisements. We will not spend any funds on advertising your franchised entertainment and fitness center in your local area. (Section 11.2; See also ITEM 9.o.)

~~3.~~**Marketing Fund**

To assist in our regional and national advertising, we may set up a System-wide marketing fund, and, if we do, you must contribute to the fund. The amount of your contribution to the fund is described in ITEM 6 under the heading, "Marketing Fund Contributions." (Section 11.3; See also ITEM 9.o.) We will administer the marketing fund as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We do not guarantee that any particular franchisee will benefit directly or in proportion to its contribution from the placement of advertising by the marketing fund;

(b) We may use your contributions to meet or reimburse us for any cost of producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; hosting an Internet web page of similar activities; employing advertising agencies to assist therein; providing promotional brochures; conducting market research; and providing other marketing materials to franchisees). We will maintain your contributions in a separate account from our funds, and we will not use them for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the marketing fund. We will not use marketing fund contributions for the direct solicitation of franchise sales;

(c) We expect to use all contributions in the fiscal year they are made. We will use any interest or other earnings of the marketing fund before we use current contributions. We intend for the marketing fund to be perpetual, but we have the right to terminate it if it is desirable to do so. We will not terminate the marketing fund until all contributions and earnings have been used for advertising and promotional purposes or we have returned your *pro rata* share of the unused portion of the fund;

(d) All Safari Run entertainment and fitness centers owned by us or an affiliate will make similar contributions to the marketing fund in amounts that are similar to those required of franchisees;

(e) We will have an accounting of the marketing fund prepared each year and will provide you with a copy if you request it. We may require that the annual accounting be reviewed or audited and reported on by an independent certified public accountant at the marketing fund's expense;

(f) The marketing fund is not a trust, and we assume no fiduciary duty in administering the marketing fund;

We collected no marketing fund fees in 2023, and to date, we have not begun collecting marketing fund fees. Except for salaries of any marketing personnel that may be employed by us and the reimbursement of overhead expenses directly related to the administration of the fund, we do not and will not receive compensation for providing goods or services to the fund. No marketing funds were used for solicitation of new franchisees. See ITEMS 6 and 9 for other advertising information.

Cooperative Advertising

4. Although we are not obligated to do so, we may create a cooperative advertising program for the benefit of all Safari Run franchises located in a particular region. We have the right to collect and designate for cooperative advertising all or a portion of the amounts otherwise required to be spent on local advertising. We will determine the geographic territory and market areas for each cooperative advertising program. You must participate in any cooperative advertising program established in your region. If we establish a cooperative advertising program in an area where we or our affiliate owns a Safari Run family entertainment center, we/our affiliate will participate in the cooperative. If cooperative advertising is implemented in a particular region, we may establish an advertising council for franchisees in that region to self-administer the program. In any advertising cooperative with a counsel and in which we/our affiliate participates, we/our affiliate will have the same voting rights as franchisees. If we establish a cooperative

advertising program or programs with or without an advertising council, there are no limits on our right to change, dissolve or merge these program(s) and/or council(s) at any time. (Section 11.4; See also ITEM 9.o.)

5. You are restricted from establishing a presence on, or marketing on, the Internet without our consent. We have an Internet website at the uniform resource locator www.safarirun.com that provides information about the System and about Safari Run franchises. Upon payment of the ~~Website~~Technonolgy Set-Up Fee and ongoing annual ~~website maintenance~~system technology fees, we will include at the Safari Run website an interior page containing information about your franchised entertainment and fitness center. All information must be approved by us before it is posted. We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. You may be requested to provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites or as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, the Safari Run website. (Section 11.5; See also ITEM 9.o.) We may require you to list your Safari Run business in specified online directories, and/or to participate in specified online search engine or pay per click programs designed to identify your business to consumers, and you may be required to execute agreements with third party providers and pay fees to third party providers to satisfy this requirement. In the event we authorize you to use the Marks in an online or social media forum, you agree that we will have administrative access to such forum and agree to provide us with all access, log-in and password information for such online and/or social media forums.

6. We do not permit you to use your own advertising unless Safari Run has previously approved that advertising. We will not approve advertising which is false, inaccurate, or misleading, advertising which does not correctly use the trademarks and other symbols of Safari Run, or advertising which contains offensive material or which disparages the name or goodwill of Safari Run, as determined in Safari Run's sole discretion. Before your use of any advertising or promotional materials, samples of all local and regional advertising and promotional materials not prepared or previously approved by us must be submitted to us for approval. You may not use any advertising or promotional materials that Safari Run has not previously approved in writing. We shall have the right to terminate Safari Run's approval of any advertising materials at any time upon written notice to you. Your advertising, promotion and marketing materials must be clear, factual, not misleading and conform to all ethical advertising and marketing standards, as well as Safari Run's advertising and marketing policies, as we may periodically change. You must include notices of the franchise system website in the manner we designate on your advertising.

If we provide you with a webpage on the franchise system website, you must (i) provide us the information and materials we request to develop, update and modify your webpage; (ii) notify us whenever any information on your webpage is not accurate; (iii) if we give you the right to modify your webpage, notify us whenever you change the context of your webpage; (iv) pay us then current initial fee and monthly maintenance fee for the webpage. We may also establish or authorize a third party to establish an email system in which you are required to participate. You must execute any agreements required by the third party provider and pay the provider any fees required to participate in the email system. We will maintain the franchise system website. We periodically may update and modify the franchise system website

(including your webpage), and we have final approval rights over all information on the franchise system website (including your webpage). We will only maintain your webpage while you are in full compliance with the franchise agreement and all system standards, and we reserve the right to remove your webpage if you are in default of such until you cure such default. You may not develop, maintain or authorize any other webpage, internet site or social networking site (including but not limited to Facebook, ~~MySpace~~Instagram, X, and ~~Twitter~~TikTok) that mentions or describes you or your Safari Run business or displays any of the Marks without our prior written permission. In the event we authorize you to use the Marks in an online or social media forum, you agree that we will own the rights to the forum page and have administrative access to such forum and agree to provide us with all access, login and password information for such online and/or social media forums. We have no obligation to agree to your use of the Marks in any online media.

~~D~~E. Computer/Point-of-Sale System

You must purchase and use any hardware and software programs we designate. (Section 12.5) Presently, we require you to install and use the following hardware and software:

Hardware
2 Desktop Computers
1 Color Printer
1 Multi-Function Printer, Fax, Copier, Scanner
1 Cash Drawer, 1 Tag Scanner, 1 Receipt Printer
Software
Keystroke
Microsoft Office
QuickBooks Financial

The approximate cost of the hardware and software ranges from approximately $7,400 to $10,400. This cost is included in the category of "Computer & Software" in Your Estimated Initial Investment chart in ITEM 7.

You do not have to enter into any ongoing maintenance or support agreements for the maintenance of a computer or point-of-sale system, but you may find it advantageous to do so. You may periodically be required to update or upgrade computer hardware and software, if we believe it is necessary. We may introduce new requirements for computer and point-of-sale systems or modify our specifications and requirements. There are no limits on our rights to do so, except as disclosed in ITEM 16. We have the right to independently access all information you collect or compile at any time without first notifying you. (Sections 10.2, 12.5 and 12.6)

~~E~~F. Methods Used to Select the Location of the Franchised Entertainment and Fitness Center

If you have a potential site for the franchised entertainment and fitness center, you may propose the location for our consideration. We may consent to the site after we have evaluated it. If you do not have a proposed site, we will designate a geographic area in which you must locate the franchised

entertainment and fitness center and furnish you with our general site selection criteria. You are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us. (Sections 2.3 and 5.1)

The general site selection and evaluation criteria or factors that we consider in approving your site include the condition of the premises, demographics of the surrounding area, proximity to other Safari Run entertainment and fitness centers, proximity to competitive businesses, lease requirements, traffic patterns, visibility, vehicular and pedestrian access, proximity to major roads, available parking and overall suitability. We will provide you with written notice of our approval or disapproval of any proposed site within a reasonable time (usually 30 days) after receiving all requested information. If we cannot agree with you on a suitable site for the franchised entertainment and fitness center within 180 days after you sign the Franchise Agreement, we may terminate the Franchise Agreement. (Sections 5.1 and 5.2)

~~F~~G. Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of the franchise is at least 240 days. Factors that may affect your beginning operations include ability to secure permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures. You must open your franchised entertainment and fitness center and be operational within 365 days after signing the Franchise Agreement. (Sections 5.4 and 5.6)

~~G~~H. Training

We provide you an initial training program that covers material aspects of the operation of the franchised entertainment and fitness center. The topics covered are listed in the chart below. This training is offered on an as needed basis at our Affiliate's headquarters in San Mateo, California, your franchised entertainment and fitness center or another location we designate. You must designate a manager for the franchised entertainment and fitness center and he or she must satisfactorily complete the initial training approximately 10 weeks before the opening of the franchised entertainment and fitness center. Two assistants of your choosing may also attend at your option. We expect that your attendees will advance through the training program at different rates depending on a variety of factors, including background and experience. The time frames provided in the chart are an estimate of the time it will take to complete training. We do not charge for initial training. You must pay for all travel costs and living expenses for yourself and any of your other attendees. These costs are estimated in ITEM 7. If you replace your designated manager, your new designated manager must attend our training program. You may be charged fees for additional training. Our current fees for additional training are described in ITEM 6. You are responsible for training your own employees and other management personnel. This initial training is in addition to the on-site opening assistance we provide to you. Your franchised entertainment and fitness center must at all times be under the day-to-day supervision of a designated manager who has satisfactorily completed our training program. After a replacement of the designated manager, the new designated manager has 60 days to complete initial training. (Section 8)

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Party Business (Front Desk, Play structure, Kitchen, Arcade, Cleaning and Maintenance	4	48	Our Affiliate's headquarters in San Mateo, California and/or your franchise location
Camp Business (Policies, Crafts, Snacks, Safety, Games)	4	30	Our Affiliate's headquarters in San Mateo, California and/or your franchise location
Fitness Business (must first be certified by ACSM, ACE or NASM)	8	-	Our Affiliate's headquarters in San Mateo, California
Bookkeeping & Financial Management	8	-	Our Affiliate's headquarters in San Mateo, California

Trainers: Training will be conducted by Jodi Eichensehr, Rob Eichensehr, and Kaylyn Hipple; their qualifications are as follows:

Jodi Eichensehr is our Co-Owner and our Affiliate's Owner and Director of Training. She also has over 19 years experience as a certified fitness trainer.

Rob Eichensehr is our Co-Owner and has been self-employed as a property developer for over 6 years.

Kaylyn Hipple is a certified QuickBooks Point-of-Sale Advisor.

Substitute Trainers: If circumstances require, a substitute trainer may provide training to you. We may periodically name additional trainers if the training schedule requires it. There are no limits on our right to assign a substitute trainer to provide training.

Training Materials: The initial training will include the following instructional materials: Confidential Operations Manual, other manuals or handbooks for each area of training. We may periodically add additional instructional materials as we think fit. The training will occur at both our Affiliate's headquarters in San Mateo, California, and your franchised entertainment and fitness center. The dates and location of the training will be communicated to you in the Confidential Operations Manual.

Ongoing Training: Periodically, you and your managers or other employees must attend refresher-training programs to be conducted at our headquarters or another location we designate. Attendance at these programs will be at your expense. You do not have to attend more than 2 of these programs in any calendar year and these programs will not exceed 2 days during any calendar year. (Section 8.5)

ITEM 12. TERRITORY

You will receive an exclusive territory. The area that you receive (called an "area of primary responsibility" or "area") will be described and depicted in a map attached to the Franchise Agreement. We determine the boundaries of the area based on a variety of factors, including population, median population age, proximity to competitors, proximity to other franchisees and natural, physical or political boundaries. Your Area of Primary Responsibility will not be less than a three (3) mile circumference from your approved location. While you are in compliance with your obligations under the franchise agreement, we will not open and will not permit another franchisee to open a Safari Run Entertainment and Fitness Center in your Area of Primary Responsibility.

You will operate the franchise from one location that we approve. You must receive our written permission before relocating. If you can no longer use the location due to circumstances beyond your control or fault, including destruction of the premises, you may be allowed to relocate. If you attempt to sell or otherwise transfer your franchised entertainment and fitness center or if you are an entity and one of your owners sells or otherwise transfers its interest in you, we may exercise our right of first refusal. You do not receive the right to acquire additional franchises within your area of primary responsibility. You must meet our qualifications for new franchisees to acquire an additional franchise location. There are no minimum sales quotas. As described in detail in ITEM 11.C.4, if we so request, you must combine advertising with other franchises that are located in the market targeted by the advertising.

We reserve all other rights for ourselves, including (by way of example and not as a limitation): a) the right to develop and operate or grant others to right to develop and operate fitness business located outside the territory on terms and conditions we deem appropriate, b) the right to develop and operate or grant others the right to develop and operate fitness businesses that may offer products and services which are identical to products and services offered by your Safari Run franchise, under trade names, trademarks, service marks and commercial symbols which are different from the Marks; c) the right to produce and sell products using the Marks or other commercial symbols through other channels of distribution (including the internet) including products and/or services that are identical or similar to, and/or competitive with, those of your Safari Run franchise, regardless of the nature or location of the customers; d) the right to require the assets or ownership interest of one or more businesses providing products and services similar to those provided at your Safari Run franchise, and franchise, license or create similar arrangements with respect to these businesses once required (even if the business is located within the territory); e) the right to

be acquired by a business providing products and services similar to those provided at your Safari Run franchise, or by another business, even if such business operates franchises or other competitive businesses in the territory; f) the right to operate other retail outlets or enter into other lines of businesses offering dissimilar products or services under trademarks or service marks other than the Marks; and g) engage in all other activities not prohibited by the franchise agreement. Safari Run is not required to pay you if we exercise any of the rights specified above inside or outside your territory.

ITEM 13. TRADEMARKS

You receive the right to operate your business under the name, Safari Run®, which is the primary Mark used to identify our System. You may also use any other current or future Marks to operate your franchised entertainment and fitness center that we designate, including the logo on the front of this Disclosure Document and the service marks listed below. By "Mark," we mean any trade name, trademark, service mark or logo used to identify your business. We have a registration of the following Marks on the U.S. Patent and Trademark Office ("USPTO") Principal Register:

Mark	Registration Number	Registration Date
~~SAFARI RUN WHERE KIDS CAN PARTY LIKE ANIMALS~~ ~~(design mark)~~	~~4,082,031~~4082031	Jan. 10, 2012
SAFARI RUN (standard character mark)	~~4,652,891~~ 6788646	~~December 9, 2014~~July 12, 2022
WHERE KIDS CAN PARTY LIKE ANIMALS (standard character mark)	~~4,656,167~~6788656	~~December 16, 2014~~July 12, 2022

We have filed all required affidavits, and our registrations are current.

Your right to use the Marks is derived solely from the franchise agreement and is limited to your conduct of business in compliance with the franchise agreement and all applicable specifications, standards and operating procedures we prescribe during the term of the franchise. Any unauthorized use of the Marks by you will constitute an infringement of our rights in and to the Marks. Your usage of the Marks and any

goodwill established by such Marks will be for our exclusive benefit, and the franchise agreement does not confer any goodwill or other interest in the Marks upon you. Any goodwill associated with the Marks automatically transfers to us, without the requirement of any act and without any further compensation, upon termination or expiration of the franchise agreement. Our provisions of this agreement applicable to the Marks will apply to any additional proprietary trade and service marks and commercial symbols authorized for use by and licensed to you under the franchise agreement.

We know of no effective material determinations of the USPTO, trademark trial and appeal board, the trademark administrator of the State of California or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks.

Other than the above, there are no agreements currently in effect that will significantly limit our rights in the future to use or license the use of the Marks in any manner material to your franchise.

We know of no infringing or prior superior uses that could materially affect the future use of the Marks in the State of California or any other state in which the franchised entertainment and fitness center is to be located.

You do not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your franchised entertainment and fitness center. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of the franchised entertainment and fitness center. You cannot use a Mark as part of a corporate, partnership or limited liability company name or with modifying words, designs or symbols except for those which we license to you. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person (other than us and our owners and affiliates) of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so. However, you may communicate with your own counsel at your own expense. We will take the action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

While we are not required to defend you against a claim arising from your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. If we elect to defend you in such a proceeding, we will not reimburse you for your expenses and legal fees for separate, independent legal counsel. In any event, we will not reimburse

you for expenses incurred in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

If we so require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace equipment, signs, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your franchised entertainment and fitness center for the new or modified Marks. You do not have to spend more than $15,000 during the initial term of the Franchise Agreement to conform your franchised entertainment and fitness center to changes to the Marks and other System modifications. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

You must notify us if you apply for your own trademark or service mark registrations. You must not use or register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using, any domain name containing the words "Safari Run" or any variation of "Safari Run" without our prior written consent.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We own copyrights in the Confidential Operations Manual, our website, our marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the franchised entertainment and fitness center and you must stop using them if we direct you to do so.

We know of no effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain trade secrets and other confidential information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a Safari Run entertainment and fitness center. We will provide our trade secrets and other confidential information to you during training, in the Confidential Operations Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your franchised entertainment and fitness center. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the franchised entertainment and fitness center. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to trade secrets or other confidential information, including your shareholders (and members of their immediate families or households), officers, directors, partners, and

members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff, may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

All ideas, concepts, techniques or materials concerning the franchised entertainment and fitness center and/or the System, 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 our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any such concept or development if requested.

Your use of the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in ITEM 17.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED ENTERTAINMENT AND FITNESS CENTER

The franchised entertainment and fitness center must always be under the direct, full-time, day-to-day supervision of a designated manager. If you are an individual, we may require you to be the designated manager of the franchise. If we require you to be the designated manager, you must obtain our consent to select another individual to replace you as the designated manager. If you are a corporation or other business entity, you will select a designated manager for the franchise and we may require that the individual you select is an owner of the franchise. The designated manager must satisfactorily complete our initial training program before opening the franchised entertainment and fitness center. You must keep us informed at all times of the identity of your designated manager. If you must replace the designated manager, the replacement must satisfactorily complete our initial training program. You are not a passive investor, and, instead, you must be actively engaged in the operations of the franchise, and you should not expect to derive profits solely from the efforts of others.

As described in ITEM 14, certain individuals associated with your franchised entertainment and fitness center, including your owners (and members of their immediate families or households), officers, directors, partners, managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement, and agree to be personally liable for your breach of the Franchise Agreement, by signing the Unlimited

Guaranty and Assumption of Obligations attached to the Franchise Agreement. The spouse of an owner may also be required to sign a guaranty and consent to the owner's guaranty.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the products and services we specify. You may not sell any products or services that we have not authorized, and you must discontinue offering any products or services that we may disapprove. We may take action, including terminating your franchise, if you purchase or sell unapproved products or make purchases from unapproved suppliers. We may periodically change required or authorized products or services. There are no limits on our right to do so, except that your investment required to change authorized or required services and products will not exceed $15,000 during the initial term of the franchise.

Periodically, we may allow certain products or services that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors, including test marketing, your qualifications, and regional or local differences.

Unless the customer initiates contact with you, you may not provide goods or services to a customer who resides outside of your area of primary responsibility. (See ITEM 12) You may not offer or sell any products or services from or via any venue (or via any other means such as internet, Facebook, Ebay, Craigslist or other social media) other than your Safari Run location without Safari Run's prior written consent. Otherwise, we do not place restrictions on you with respect to who may be a customer of your franchised entertainment and fitness center.

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 agreement attached to this Disclosure Document. You should refer to your state's specific addendum attached to this Disclosure Document for exceptions to this ITEM 17.

Provision	Section in Franchise or Other Agreement	Summary
a. Length of franchise term	Section 4.1	The initial term is 5 years.
b. Renewal or extension of the term	Section 4.2	You may renew for 3 successive terms of 5 years each. If you fail to meet any one of the conditions in (c) below, we may refuse to renew or extend the term of your Franchise Agreement.

Provision	Section in Franchise or Other Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 4.2	You may renew the Franchise Agreement if you: have fully complied with the provisions of the Franchise Agreement; have the right to maintain possession of the approved location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not in default of any provision of the Franchise Agreement or any other agreement with us; have given timely written notice of your intent to renew; sign a then-current Franchise Agreement, which may have different terms and conditions than your original Franchise Agreement; comply with then-current training requirements; and sign a general release in a form the same as or similar to the General Release attached to the Franchise Agreement.
d. Termination by franchisee	Section 16.1	You may terminate the Franchise Agreement if you are in compliance with it and we materially breach it and fail to begin to cure our breach within 30 days of receiving your written notice.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 16.2	We may terminate the Franchise Agreement only if you default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
g. "Cause" defined-curable defaults	Section 16.2	If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Confidential Operations Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default, except for the defaults below that require cure in a shorter time and non-curable defaults in (h) below. If a default arises from your failure to maintain insurance, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of your failure to maintain insurance. If a default arises from your failure to make payments due to us, you can avoid

Provision	Section in Franchise or Other Agreement	Summary
		termination of the Franchise Agreement if you cure the default within 5 days of receiving our notice of default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
h. "Cause" defined- non-curable defaults	Section 16.2	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to timely select an approved site for or establish, equip and begin operations of the franchised entertainment and fitness center; fail to have your designated manager satisfactorily complete training; fail to timely furnish us with evidence that all employed fitness trainers have obtained ACSM certification or an IDEA Health & Fitness Association membership; made a material misrepresentation or omission in the application for the franchise; after notice of the breach, fail to refrain from activities, behavior or conduct likely to adversely affect the reputation of you, us or the franchised entertainment and fitness center; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of you, us or the franchised entertainment and fitness center; use the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner; if required, fail to have your owners (and members of their immediate families or households), officers, directors, managers, executives, employees and professional staff, and other individuals having access to trade secrets or other confidential information sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-competition agreements; abandon the franchised entertainment and fitness center for 5 or more consecutive days; surrender or transfer control of the franchised entertainment and fitness center in an unauthorized manner; fail to maintain the franchised entertainment and fitness center under the supervision of a designated manager following your death or disability; submit reports on 2 or more separate occasions understating any amounts due by more than 3%; become a debtor under the United States Bankruptcy Code, become insolvent or make a

Provision	Section in Franchise or Other Agreement	Summary
		general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks; fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any affiliate or otherwise fail to comply with this agreement, whether or not such failures to comply are corrected after notice thereof is given to you; violate, on 2 or more occasions, any health, safety or other laws or operate the franchised entertainment and fitness center in a manner creating a health or safety hazard to customers, employees or the public; take any action reserved to us; fail to comply with applicable law after notice; repeatedly breach the franchise agreement or repeatedly fail to comply with specifications; or default under any other agreement with us (or an affiliate) so that we have (or the affiliate has) the right to terminate the agreement.
i. Franchisee's obligations on termination/non-renewal	Section 17.1	If the Franchise Agreement is terminated or not renewed, you must: stop operating the franchised entertainment and fitness center; stop using any trade secrets, confidential information, the System and the Marks; if requested, assign your interest in the franchise location to us; cancel or assign to us any assumed names; pay all sums owed to us including any damages and costs incurred in enforcing the Franchise Agreement; return the Confidential Operations Manual, trade secrets and all other confidential information; assign your telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.
j. Assignment of contract by franchisor	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by franchisee-definition	Section 18.2	"Transfer" includes transfer of an interest in the franchisee, the franchise, the Franchise Agreement, the franchise location or the franchised entertainment and fitness center's assets.

Provision	Section in Franchise or Other Agreement	Summary
l. Franchisor's approval of transfer by franchisee	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.
m. Conditions for franchisor approval of transfer	Section 18.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer; you pay, or the transferee pays a transfer fee of $10,000; the transferee has, or the owners of transferee have, agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement; the transferee has agreed that its designated manager will complete the initial training program before assuming management of the franchised entertainment and fitness center; the transferee agrees to furnish evidence that all employed fitness trainers have obtained ACSM certification or an IDEA Health & Fitness Association membership; and the transferee has obtained all necessary types of insurance. The new owner must be of good moral character and meet Safari Run's then current standards for franchisees, have sufficient business experience, aptitude and financial resources to operate your Safari Run business, not own (or its affiliates may not own) an interest in or perform businesses for a competitive business.

Provision	Section in Franchise or Other Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's franchised entertainment and fitness center	Section 19	We may match an offer for your franchised entertainment and fitness center or an ownership interest you propose, or one of your owners proposes, to sell.
o. Franchisor's option to purchase franchisee's franchised entertainment and fitness center	Section 17.4	Except as described in (n) above, we do not have the right to purchase your franchised entertainment and fitness center; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the franchised entertainment and fitness center for fair market value.
p. Death or disability of franchisee	Section 18.6	After your death or incapacity or the death or incapacity of one of your owners, your, his or her representative, as the case may be, must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchise within 180 days of the death or incapacity or we may terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 7.3	You, your owners (and members of their families or households) and your officers, directors, executives, managers, professional staff and employees are prohibited from: attempting to divert any business or customer of the franchised entertainment and fitness center to a competitive business or causing injury or prejudice to the Marks or the System; or owning or working for a competitive business.

Provision	Section in Franchise or Other Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families or households) and your officers, directors, executives, managers or professional staff are prohibited from: owning or working for a competitive business operating within 25 miles of the franchise location or within the area of primary responsibility (whichever is greater), or within 25 miles of any other Safari Run entertainment and fitness center; or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us.
s. Modification of the agreement	Sections 9.2, 22.7 and 22.8	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Confidential Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.7	Only the terms of the Franchise Agreement are binding (subject to applicable law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 23.7	Except for claims relating to the Marks, confidential information, trade secrets and covenants not to compete, and subject to state law, all disputes must be arbitrated in San Mateo County, California.
v. Choice of forum	Section 23.2	Except for claims relating to the Marks, confidential information, trade secrets and covenants not to compete, and subject to state law, all disputes must be arbitrated in San Mateo County, California.
w. Choice of law	Section 23.1	Subject to state law, the law of the state where the Franchised Unit is located applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.), and disputes over copyrights will be governed by federal copyright laws of the United States.

ITEM 18. PUBLIC FIGURES

We do not presently use any public figures to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

~~Except as disclosed in this Item 19, Safari Run does~~ We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize ~~Safari Run's~~our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report to Robert Eichensehr, 341 North Amphlett Boulevard, San Mateo, California 94401-1806, (650) 342-1977, and to the Federal Trade Commission, 600 Pennsylvania Avenue, NY, Washington, DC 20580 (1-8787-FTC-HELP) and to the appropriate state regulatory agency. See Exhibit A to this Disclosure Document for the names and contact information for state administrators.

~~Written substantiation for this financial performance representation will be made available to prospective franchisees on reasonable request.~~

~~Below please find the actual profit and loss numbers, reported on a quarterly basis, for the two existing Safari Run corporate locations and one franchise location that have been open for an entire year or longer. The San Mateo and Sunnyvale, CA locations are owned and operated by our corporate affiliate, and the Plano, TX location is owned and operated by a franchisee. The financial performance representations are for the reporting periods of the four quarters in 2017 and the four quarters of 2018. The numbers reported for the franchise location are based on information provided by the franchisee, and the franchisor has not independently verified their accuracy. Differences in location and/or geographic region of your franchise location may result in significantly different costs. Differences and/or changes in laws can also cause costs to change. You may also incur costs or expenses not incurred by the company location and/or the franchise location. You should make an independent investigation of your own costs.~~

~~**Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**~~

~~[*The Financial Performance Representation Appears on the Next 3 pages]*~~

SUNNYVALE, CA – CORPORATE AFFILIATE

-	Q1 2017	Q2 2017	Q3 2017	Q4 2017
Gross Sales	232,078	205,368	160,210	209,277
Party Costs	6,373.03	5,529.45	4,494.96	8,040.53
Food & Bev. Costs	26,972.05	23,542.17	16,557.36	25,275.32
Clothing Expenses	118.67	1,331.17	159.16	1,516.39
Payroll & Related	51,820.59	50,808.04	42,981.10	48,187.76
Supplies & Other	1,560.83	2,575.95	1,549.98	3,427.39
Facility	29,471.16	43,549.45	45,390.24	48,363.08
Marketing	11,481.67	15,078.89	10,804.42	6,469.75
Office	1,823.39	3,859.65	1,740.89	1,465.35
Officer Expenses	0	0	84	193
Professional Fess	3,688.03	4,560.00	4,656.06	17,323.33
Taxes & Insurance	3,085.10	2,993.79	4,016.46	5,785.52
Royalties	13,925	12,322	9,613	12,557

-	Q1 2018	Q2 2018	Q3 2018	Q4 2018
Gross Sales	241,452	201,688	186,142	218,850
Party Costs	7,828	5,470	6,050	7,365
Food & Bev. Costs	26,347	21,902	16,444	21,754
Clothing Expenses	108	1,044	0	883
Payroll & Related	55,736	52,169	49,516	52,533
Supplies & Other	1,575	1,499	3,892	3,734
Facility	49,728	47,336	54,646	54,610
Marketing	15,740	12,519	12,443	7,378
Office	3,461	2,121	2,566	3,172
Officer Expenses	0	0	0	0
Professional Fess	5,445	4,015	5,595	3,068
Taxes & Insurance	5,171	5,227	4,041	5,433
Royalties	14,487	12,101	11,168	13,131

SAN MATEO, CA – CORPORATE AFFILIATE

-	Q1 2017	Q2 2017	Q3 2017	Q4 2017
Gross Sales	206,769	202,597	198,708	198,856
Party Costs	221	696	754	675
Food & Bev. Costs	23,862	19,121	15,966	22,908
Arcade Supplies	1,905	2,818	616	704
Clothing Expenses	75	1,974	-159	1,516
Payroll & Related	44,673	40,757	51,077	38,053
Supplies & Other	2,834	9,538	5,438	2,966
Facility	29,320	33,634	30,529	43,107
Marketing	9,672	10,134	8,581	7,159
Office	2,996	3,858	3,433	2,564
Officer Expenses	27,086	30,544	30,820	30,562
Professional Fess	6,745	9,556	6,740	5,986
Taxes & Insurance	4,529	6,256	5,650	8,753
Royalties	12,406	12,156	11,923	11,931

-	Q1 2018	Q2 2018	Q3 2018	Q4 2018
Gross Sales	197,653	178,718	225,004	198,080
Party Costs	930	569	4,449	470
Food & Bev. Costs	22,543	19,566	17,635	22,526
Arcade Supplies	2,216	1,349	1,503	1,306
Clothing Expenses	0	1,494	691	1,097
Payroll & Related	44,578	36,250	56,785	40,937
Supplies & Other	2,988	6,270	7,165	3,608
Facility	35,215	36,166	47,802	39,964
Marketing	11,334	9,745	8,298	10,290
Office	3,052	3,355	3,507	2,835
Officer Expenses	30,829	30,870	30,307	29,876
Professional Fess	3,713	4,494	6,621	4,855
Taxes & Insurance	6,089	6,699	4,253	7,446
Royalties	11,859	10,723	13,500	11,885

PLANO, TX – FRANCHISE LOCATION

-	Q1 2017	Q2 2017	Q3 2017	Q4 2017
Gross Sales	168,088	187,153	217,449	198,912
Party Costs	6,150.83	4,020.90	4,215.03	3,594.72
Food & Bev. Costs	17,424.73	16,322.09	15,198.96	12,960.17
Arcade Supplies	4,755.44	3,262.49	4,363.44	3,367.46
Clothing Expenses	1,126.48	2,580.80	735.32	2,103.00
Payroll & Related	47,833.98	53,630.81	48,692.89	48,513.13
Supplies & Other	3,705.58	5,295.94	4,781.76	1,865.52
Facility	68,997.23	58,299.72	61,502.87	52,955.38
Marketing	12,112.36	9,272.82	13,702.84	11,177.09
Office	5,930.26	3,843.73	3,643.55	3,696.53
Officer Expenses	7	14	1,057	2,125
Professional Fess	3,475.95	4,249.60	2,756.44	3,865.66
Taxes & Insurance	0.00	4,953.08	4,076.32	4,283.34
Royalties	12,278	9,153	12,838	11,408

-	Q1 2018	Q2 2018	Q3 2018	Q4 2018
Gross Sales	228,366	209,611	232,677	197,614
Party Costs	5,168	2,776	2,310	1,350
Food & Bev. Costs	17,333	16,058	16,794	17,459
Arcade Supplies	4,548	3,083	3,950	2,104
Clothing Expenses	640	703	3,937	0
Payroll & Related	48,610	51,087	47,134	53,361
Supplies & Other	5,248	4,558	5,987	4,397
Facility	59,677	56,128	60,675	57,741
Marketing	8,760	8,457	11,045	9,966
Office	4,590	3,640	4,656	4,933
Officer Expenses	303	341	89	59
Professional Fess	4,632	6,613	5,140	4,662
Taxes & Insurance	6,039	6,305	7,527	7,877
Royalties	13,873	12,505	13,713	12,722

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS ~~2016 - 2018~~2021-2023				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	~~2016~~2021	~~0~~1	1	~~1~~0
	~~2017~~2022	1	1	0
	~~2018~~2023	1	1	0
Company-Owned	~~2016~~2021	2	2	0
	~~2017~~2022	2	2	0
	~~2018~~2023	2	2	0
Total Outlets*	~~2016~~2021	~~2~~3	3	~~1~~0
	~~2017~~2022	3	3	0
	~~2018~~2023	3	3	0

* This chart includes both franchised and company-owned Safari Run entertainment and fitness centers. As of the date of this Disclosure Document, there are 2 Safari Run entertainment and fitness centers in operation operated by our Affiliate listed in ITEM 1 of this Disclosure Document.

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS ~~2016 - 2018~~2021-2023		
State	**Year**	**Number of Transfers**
California	~~2016~~2021	0
	~~2017~~2022	0
	~~2018~~2023	0
Texas	~~2016~~2021	0
	~~2017~~2022	0
	~~2018~~2023	0
Total*	~~2016~~2021	0
	~~2017~~2022	0
	~~2018~~2023	0

* ~~As~~A list of ~~the date of this Disclosure Document, there are no~~current franchisees and franchisees who have had an outlet terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the Disclosure Document issuance date are listed on Exhibit F.

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

Table No. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS ~~2016 - 2018~~2021-2023								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations – Other Reasons**	**Outlets at End of the Year**
California	~~2016~~2021	0	0	0	0	0	0	0
	~~2017~~2022	0	0	0	0	0	0	0
	~~2018~~2023	0	0	0	0	0	0	0
Texas	~~2016~~2021	~~0~~1	~~1~~0	0	0	0	0	1
	~~2017~~2022	1	0	0	0	0	0	1
	~~2018~~2023	1	0	0	0	0	0	1
Total*	~~2016~~2021	~~0~~1	~~1~~0	0	0	0	0	1
	~~2017~~2022	1	0	0	0	0	0	1
	~~2018~~2023	1	0	0	0	0	0	1

Table No. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS ~~2016 - 2018~~2021-2023							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of the Year**
California	~~2016~~2021	2	0	0	0	0	2
	~~2017~~2022	2	0	0	0	0	2
	~~2018~~2023	2	0	0	0	0	2
Total	~~2016~~2021	2	0	0	0	0	2

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS ~~2016 - 2018~~2021-2023							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of the Year**
	~~2017~~2022	2	0	0	0	0	2
	~~2018~~2023	2	0	0	0	0	2

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, ~~2019~~2023			
State	**Franchise Agreements Signed But Outlets Not Yet Opened**	**Projected New Franchised Outlets In The Next Fiscal Year**	**Projected New Company-Owned Outlets in the Next Fiscal Year**
California	0	~~3~~2	0
Total*	0	~~3~~2	0

* As of our fiscal year ending December 31, ~~2018~~2023, we anticipate ~~three~~two new franchise openings during fiscal year ~~2019~~2024.

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

Currently, we have no trademark-specific franchisee organizations associated with the franchise System being offered.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit E are our audited financial statements for the years ending December 31, ~~2017~~2021, December 31, 2022, and December 31, ~~2018~~2023. The audited annual statements are audited by independent certified public accountants licensed in the state of California using U.S. generally accepted auditing standards and presented in accordance with the U.S. generally accounting principles.. These statements have been reviewed by our CPA. THESE AUDITED FINANCIAL STATEMENTS ARE PREPARED WITH AN AUDIT.

Exhibit E may also include interim financial updates which are prepared by the company in good faith and which interim updates are prepared without an audit.

Our fiscal year end is December 31.

ITEM 22. CONTRACTS

The Safari Run Enterprises, LLC Franchise Agreement (with exhibits) is attached to this Disclosure Document as Exhibit C.

The Safari Run Enterprises, LLC General Release is attached to the Franchise Agreement as Exhibit 1.

The Safari Run Enterprises, LLC Nondisclosure and Non-Competition Agreement is attached to the Franchise Agreement as Exhibit 2.

The Safari Run Enterprises, LLC Unlimited Guaranty and Assumption of Obligations is attached to the Franchise Agreement as Exhibit 3.

We provide no other contracts or agreements for your signature.

ITEM 23. RECEIPTS

Our copy and your copy of the Disclosure Document Receipts are located on the last 2 pages of this Disclosure Document.

~~**[The remainder of this page is intentionally left blank.]**~~

EXHIBIT A TO THE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS

The following is a list of state administrators responsible for registration and review of franchises for these states. We may register in one or more of these states.

California
Department of ~~Business Oversight~~ Financial Protection and Innovation
One Sansome Street, Suite 600
San Francisco, California 94104

Department of ~~Business Oversight~~Financial Protection and Innovation
320 W. 4th Street, Suite 750
Los Angeles, California 90013

Department of ~~Business Oversight~~ Financial Protection and Innovation 1515 K. Street, Suite 200
Sacramento, California 95814
(866) 275-2677 Toll Free

Connecticut
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103

Florida
Division of Consumer Services
Attn: Business Opportunities
2005 Apalachee Parkway
Tallahassee, Florida 32399-6500

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

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

Indiana
Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

Kentucky
Office of the Attorney General
Consumer Protection Division
Attn: Business Opportunity
1024 Capital Center Drive
Frankfort, Kentucky 40601-8204

Maine
Department of Professional and Financial Regulations
Bureau of Banking
Securities Division
121 Statehouse Station
Augusta, Maine 04333

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

Michigan
Department of the Attorney General
Consumer Protection Division, Franchise Unit
525 Ottawa Street
G. Mennen Williams Building, 6th Floor
Lansing, Michigan 48909

Minnesota
Minnesota ~~Department~~Dept of Commerce
85 7th Place East, Suite ~~500~~280
~~St.~~Saint Paul, ~~Minnesota~~MN 55101

Nebraska
Nebraska Department of Banking and Finance
Commerce Court
1230 O Street, Suite 400
Lincoln, Nebraska 68509

New York
Bureau of Investor Protection and Securities
New York State Department of Law
120 Broadway, 23rd Floor
New York, New York 10271

North Carolina
Secretary of State
Securities Division
300 North Salisbury Street, Suite 100
Raleigh, North Carolina 27603-5909

North Dakota
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 5th Floor
Department 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Rhode Island
Division of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue
Building 69, 1st Floor
Cranston, Rhode Island 02920

South Carolina
Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, South Carolina 29201

South Dakota
Department of Revenue and Regulation
Division of Securities
445 East Capitol Avenue
Pierre, South Dakota 57501

Texas
Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, Texas 78701

Utah
Utah Department of Commerce
Division of Consumer Protection
160 East 300 South
P.O. Box 146704
Salt Lake City, Utah 84111-6704

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219

Washington
Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Olympia, Washington 98501

Wisconsin
Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703

Rhode Island
Division of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue
Building 69, 1st Floor
Cranston, Rhode Island 02920

South Carolina
Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, South Carolina 29201

South Dakota
Department of Labor and Regulation
Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

Texas
Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, Texas 78701

Utah
Utah Department of Commerce
Division of Consumer Protection
160 East 300 South
P.O. Box 146704
Salt Lake City, Utah 84111-6704

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219

Washington
Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Olympia, Washington 98501

Wisconsin
Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703

EXHIBIT B TO THE DISCLOSURE DOCUMENT

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

The following state agencies are designated as our agent for service of process in accordance with the applicable state laws. We may register in one or more of these states.

California
Department of ~~Business Oversight~~Financial Protection & Innovation
One Sansome Street, Suite 600
San Francisco, California 94104

~~Department of Business Oversight~~
~~320 W. 4th Street, Suite 750~~
~~Los Angeles, California 90013~~

~~Department of Business Oversight~~
~~1515 K St., Suite 200~~
~~Sacramento, California 95814~~
(866) 275-2677

Connecticut
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103

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

Illinois
Illinois Attorney General
500 South Second Street
~~Springfield~~Green Bay, Illinois 62706

Indiana
Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

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

Michigan
Michigan Department of Commerce
Corporations and Securities Bureau
P.O. Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

Minnesota
Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite ~~500~~280
St. Paul, Minnesota 55101

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

North Dakota
North Dakota Securities Commissioner
State Capitol – 5th Floor
600 East Boulevard
Bismarck, North Dakota 58505-0510

Rhode Island
Director Division of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue
Building 69, 1st Floor
Cranston, Rhode Island 02920

South Dakota
Department of ~~Labor~~Revenue and Regulation
Division of Securities
~~124 S. Euclid, Suite 104~~
445 East Capitol Avenue
Pierre, South Dakota 57501

Virginia
Clerk, State Corporation Commission
Tyler Building, 1st Floor
1300 East Main Street
Richmond, Virginia 23219

Washington
Director, Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Olympia, Washington 98501

Wisconsin
Commissioner of Securities
345 West Washington Street, 4th Floor
Madison, Wisconsin 53703

SAFARI RUN ENTERPRISES, LLC

FRANCHISE AGREEMENT

EXHIBIT C TO THE DISCLOSURE DOCUMENT

EXHIBIT C

TABLE OF CONTENTS

SECTION PAGE

1. DEFINITIONS C-7
2. GRANT OF FRANCHISE; APPROVED LOCATION C-10
   - 2.1 Grant C-10
   - 2.2 Approved Location C-10
   - 2.3 Approved Location Not Determined C-10
   - 2.4 Sub-franchising/Agents C-10
   - 2.5 Area of Primary Responsibility C-9
   - 2.6 Map and Description of Area of Primary Responsibility C-11
   - 2.7 Franchisor's Rights C-11
   - 2.8 Marketing and Solicitation Restrictions C-12
3. FEES C-13
   - 3.1 Franchise Fee C-13
   - 3.2 Technology Set-Up Fee C-13
   - 3.3 Weekly Royalty Fee C-13
   - 3.4 Taxes C-13
   - 3.5 Electronic Transfer C-14
   - 3.6 Late Fees C-14
   - 3.7 Application of Payments C-14
4. TERM AND RENEWAL C-15
   - 4.1 Initial Term C-15
   - 4.2 Successor Terms C-15
5. APPROVED LOCATION C-16
   - 5.1 Selection of Site C-16
   - 5.2 Failure to Select Site C-17
   - 5.3 Lease of Approved Location C-17
   - 5.4 Development of Approved Location C-18
   - 5.5 Failure to Develop Approved Location C-19
   - 5.6 Opening C-19
   - 5.7 Failure to Open C-20
   - 5.8 Use of Approved Location C-20
   - 5.9 Relocation C-21
6. PROPRIETARY MARKS C-21
   - 6.1 Ownership C-21
   - 6.2 Limitations on Use C-21
   - 6.3 Notification of Infringements and Claims C-22
   - 6.4 Indemnification for Use of Marks C-22
   - 6.5 Discontinuance of Use C-22
   - 6.6 Right to Inspect C-22
   - 6.7 Franchisor's Sole Right to Domain Name C-23
7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION C-23

TABLE OF CONTENTS

SECTION		PAGE
7.1	Confidentiality of Trade Secrets and Other Confidential Information	C-23
7.2	Additional Developments	C-24
7.3	Exclusive Relationship	C-24
7.4	Nondisclosure and Non-Competition Agreements with Certain Individuals	C-25
7.5	Reasonableness of Restrictions	C-25
8.	TRAINING AND ASSISTANCE	C-25
8.1	Initial Training	C-25
8.2	Opening Assistance	C-26
8.3	Failure to Complete Initial Training Program	C-26
8.4	New Designated Manager	C-26
8.5	Ongoing Training	C-26
9.	CONFIDENTIAL OPERATIONS MANUAL	C-27
9.1	Loan by Franchisor	C-27
9.2	Revisions	C-27
9.3	Confidentiality	C-27
10.	FRANCHISE SYSTEM	C-28
10.1	Uniformity	C-28
10.2	Modification of the System	C-28
10.3	Variance	C-28
11.	ADVERTISING AND PROMOTIONAL ACTIVITIES	C-28
11.1	Grand Opening Advertising	C-28
11.2	Local Advertising	C-29
11.3	Marketing Fund	C-29
11.4	Cooperative Advertising	C-31
11.5	Internet Advertising	C-31
11.6	Telephone Directory Advertising	C-32
12.	ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS	C-32
12.1	Records	C-32
12.2	Gross Sales Reports	C-32
12.3	Financial Statements	C-32
12.4	Other Reports	C-33
12.5	Computer/Point-of-Sale System	C-33
12.6	Right to Inspect	C-33
12.7	Release of Records	C-33
13.	STANDARDS OF OPERATION	C-34
13.1	Authorized Products, Services and Suppliers	C-34
13.2	Appearance and Condition of the Franchised Entertainment and Fitness Center	C-35
13.3	Ownership and Management	C-35
13.4	Days of Operation	C-35
13.5	Contributions and Donations	C-36
13.6	Personnel	C-36
13.7	Licenses and Permits	C-36

TABLE OF CONTENTS

SECTION **PAGE**

13.8 Notification of Proceedings C-36
13.9 Compliance with Good Business Practices C-37
13.10 Uniform or Dress Code C-37
13.11 Vending Machines C-37
13.12 Credit Cards C-37
13.13 E-Mail C-38
13.14 Gift Cards C-38
13.15 Seasonal Camps C-38
13.16 Best Efforts C-38
FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE C-38
14.1 General Advice and Guidance C-38
14.2 Periodic Visits C-39
15. INSURANCE C-39
15.1 Types and Amounts of Coverage C-39
15.2 Future Increases C-40
15.3 Carrier Standards C-40
15.4 Evidence of Coverage C-40
15.5 Failure to Maintain Coverage C-40
16. DEFAULT AND TERMINATION C-41
16.1 Termination by Franchisee C-41
16.2 Termination by Franchisor C-41
16.3 Reinstatement and Extension C-44
16.4 Right of Franchisor to Discontinue Services to Franchisee C-44
16.5 Right of Franchisor to Operate Franchised Entertainment and Fitness Center C-44
17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION C-44
17.1 Actions to be Taken C-44
17.2 Post-Termination Covenant Not to Compete C-46
17.3 Unfair Competition C-46
17.4 Franchisor's Option to Purchase Certain Business Assets C-47
17.5 Survival of Certain Provisions C-47
18. TRANSFERABILITY OF INTEREST C-47
18.1 Transfer by Franchisor C-47
18.2 Transfer by Franchisee to a Third Party C-48
18.3 Transfer to a Controlled Entity C-49
18.4 Franchisor's Disclosure to Transferee C-51
18.5 For-Sale Advertising C-51
18.6 Transfer by Death or Incapacity C-51
19. RIGHT OF FIRST REFUSAL C-52
19.1 Submission of Offer C-52
19.2 Franchisor's Right to Purchase C-52
19.3 Non-Exercise of Right of First Refusal C-52
19.4 Sales or Transfers to Family Excepted C-53

TABLE OF CONTENTS

SECTION **PAGE**

20. BENEFICIAL OWNERS OF FRANCHISEE C-53
21. RELATIONSHIP AND INDEMNIFICATION C-53
    21.1 Relationship C-53
    21.2 Standard of Care C-53
    21.3 Indemnification C-54
    21.4 Right to Retain Counsel C-55
22. GENERAL CONDITIONS AND PROVISIONS C-56
    22.1 No Waiver C-56
    22.2 Injunctive Relief C-56
    22.3 Notices C-56
    22.4 Cost of Enforcement or Defense C-57
    22.5 Unlimited Guaranty and Assumption of Obligations C-57
    22.6 Approvals C-57
    22.7 Entire Agreement C-57
    22.8 Severability and Modification C-58
    22.9 Construction C-58
    22.10 Force Majeure C-58
    22.11 Timing C-59
    22.12 Withholding Payments C-59
    22.13 Further Assurances C-59
    22.14 Third-Party Beneficiaries C-59
    22.15 Multiple Originals C-59
23. DISPUTE RESOLUTION C-60
    23.1 Choice of Law C-60
    23.2 Consent to Jurisdiction C-60
    23.3 Cumulative Rights and Remedies C-60
    23.4 Limitations of Claims C-60
    23.5 Limitation of Damages C-61
    23.6 Waiver of Jury Trial C-61
    23.7 Arbitration C-61
24. ACKNOWLEDGMENTS C-62
    24.1 Receipt of this Agreement and the Franchise Disclosure Document C-62
    24.2 Consultation by Franchisee C-62
    24.3 True and Accurate Information C-62
    24.4 Risk C-62
    24.5 No Guarantee of Success C-62
    24.6 No Violation of Other Agreements C-63

EXHIBITS

1. GENERAL RELEASE
2. NONDISCLOSURE AND NON-COMPETITION AGREEMENT

TABLE OF CONTENTS

SECTION **PAGE**

3. UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS
4. HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE~~; OFFICERS; DIRECTORS~~
5. MULTI-STATE ADDENDA
6. DE-IDENTIFICATION
7. LEASE ADDENDUM AND COLLATERAL ASSIGNMENT
8. ONLINE/SOCIAL MEDIA ADVERTISING PERMISSION REQUEST
9. PRE-OPENING CERTIFICATION

SAFARI RUN ENTERPRISES, LLC

FRANCHISE AGREEMENT

This Franchise Agreement made this ~~____ day of _____, 20____~~, _____ (“Effective Date”), is by and between Safari Run Enterprises, LLC, a California limited liability company, having its principal place of business at 341 North Amphlett Boulevard, San Mateo, California 94401-1806 (“Franchisor”), and _____ _____, partnership/corporation/limited liability company established in the State of _____ _____, or an individual, and whose principal address is _____ _____ (“Franchisee”).

W I T N E S S E T H :

WHEREAS, Franchisor and its Affiliate* have developed, and are in the process of further developing, a System identified by the service mark “Safari Run®” relating to the establishment and operation of an entertainment and fitness center that provides fun, open play, parties, camps and fitness classes focusing on healthy living for children three (3) to thirteen (13) years of age, with an area where toys and gifts are displayed for sale and a kitchen where food can be ordered and brought in for parties, referred to as “Safari Run Entertainment and Fitness Centers;” and

WHEREAS, in addition to the trade name “Safari Run®” and certain other related service marks, trademarks or logos (“Marks”), the distinguishing characteristics of the System include: uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; distinctive interior and exterior design, layout and décor; other strategies, techniques and Trade Secrets and other Confidential Information; and the Confidential Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate a Safari Run Entertainment and Fitness Center using the System and the Marks; and

WHEREAS, Franchisee desires to operate a Safari Run Entertainment and Fitness Center, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor’s high and uniform standards of quality, operations and service and the necessity of operating the Franchised Entertainment and Fitness Center in strict conformity with Franchisor’s System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

*Capitalized terms not otherwise defined are defined in Section 1.

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

"Affiliate" means any business entity that controls, is controlled by, or is under common control with Franchisor;

"Agreement" means this agreement entitled "Safari Run Enterprises, LLC Franchise Agreement" and all instruments supplemental hereto or in amendment or confirmation hereof;

"Approved Location" means the site for the operation of the Franchised Entertainment and Fitness Center selected by Franchisee and approved in writing by Franchisor;

"Approved Supplier(s)" has the meaning given to such term in Section 13.1;

"Area of Primary Responsibility" has the meaning given to such term in Sections 2.5 and 2.6;

"Competitive Business" means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) entertainment ~~and~~or fitness to children the same as or similar to those provided by Safari Run Entertainment and Fitness Centers or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees; provided, however, that the term "Competitive Business" shall not apply to (a) any business operated ~~by Franchisee~~ under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest;

"Confidential Information" means technical and non-technical information used in or related to Safari Run Entertainment and Fitness Centers and not commonly known by or available to the public, including, without limitation, Operations Manuals, Training Programs, POS System, Customer Lists, Procedures of Operations, Party Procedures and Format, Fitness Class Procedures and Formats, Camp Procedures and Formats, Vendors and Suppliers, methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the development, operation, and franchising of family entertainment/fitness facilities, any log-in or password information used to access other Confidential Information or the franchise systems, software, and sites, Trade Secrets and any other information identified or labeled as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee demonstrates was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) Franchisee demonstrates is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

"Confidential Operations Manual" means the Safari Run Confidential Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and managers'

manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda and other publications prepared by, or on behalf of, Franchisor;

"Cooperative Advertising" means the combined advertising program of two (2) or more franchisees established within a common market that Franchisor may require for Safari Run Entertainment and Fitness Centers within a particular region;

"Designated Area" has the meaning given to such term in Section 2.3;

"Designated Manager" means the individual designated by Franchisee as having primary responsibility for managing the day-to-day affairs of the Franchised Entertainment and Fitness Center. If Franchisee is a legal business entity, (such as a corporation, limited liability company or partnership), Franchisor may, in its sole discretion, require that the Designated Manager hold a legal and equitable interest, or a beneficial interest of at least fifty percent (50%) in Franchisee, and if Franchisee is an individual and not a business entity, Franchisor may, in its sole discretion, require that the Designated Manager is Franchisee;

"Effective Date" means the date on which Franchisor and Franchisee fully execute this Agreement, thereby commencing its effectiveness and term;

"Electronic Depository Transfer Account" means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor;

"Franchise" means the right granted to Franchisee by Franchisor to use the System and the Marks;

"Franchise Fee" has the meaning given to such term in Section 3.1;

"Franchised Entertainment and Fitness Center" or "**FEC**" means the Safari Run Entertainment and Fitness Center to be established and operated by Franchisee pursuant to this Agreement;

"Franchisee" means the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement;

"Franchisor" means Safari Run Enterprises, LLC;

"Franchisor Indemnitees" has the meaning given to such term in Section 21.3;

"GAAP" means the generally accepted accounting principles, standards, conventions and rules accountants follow in recording and summarizing transactions and in the preparation of financial statements;

"Grand Opening Advertising" has the meaning given to such term in Section 11.1;

"Gross Sales" means the aggregate of all revenue from the sale of products and services, including service charges, gratuities, and the sale of gift cards, from all sources in connection with the Franchised Entertainment and Fitness Center, whether for check, cash, credit or otherwise, including, without limitation, all proceeds from any business interruption insurance, but excluding (a) all refunds made in good faith, (b) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) the value of any allowance issued or granted to any customer of the Franchised Entertainment and Fitness Center that is credited by Franchisee in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Entertainment and Fitness Center, and any rebate received by Franchisee from a manufacturer or supplier;

"Gross Sales Reports" has the meaning given to such term in Section 12.2;

"Incapacity" means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the operation of the Franchised Entertainment and Fitness Center on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

"Internet" means any one (1) or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web;

"Local Advertising" has the meaning given to such term in Section 11.2;

"Marketing Fund" has the meaning given to such term in Section 11.3;

"Marketing Fund Contribution" has the meaning given to such term in Section 11.3;

"Marks" means the service mark and trademark "Safari Run®" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as Franchisor may designate to be used in connection with Safari Run Entertainment and Fitness Centers;

"Royalty Fee" has the meaning given to such term in Section 3.3;

"System" means the uniform standards, methods, procedures and specifications developed by Franchisor, and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of Safari Run Entertainment and Fitness Centers; and

"Trade Secrets" means information in any form (including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in Safari Run Entertainment and Fitness Centers that is not commonly known by or available to the public and that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain

economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. GRANT OF FRANCHISE; APPROVED LOCATION

2.1. Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited license to operate one (1) Safari Run Entertainment and Fitness Center using the System and Marks.

2.2. Approved Location

The street address (or detailed description of the premises) of the Approved Location is:

2.3. Approved Location Not Determined

If the Approved Location is determined as of the Effective Date, then this Section shall be inapplicable. If the Approved Location of the Franchised Entertainment and Fitness Center is not determined as of the Effective Date, then the geographic area in which the Franchised Entertainment and Fitness Center is to be located shall be within the geographic area described below ("Designated Area"). Franchisee shall select and submit possible sites for Franchisor's evaluation in accordance with Section 5.1. When the Approved Location is determined, its address shall be inserted into Section 2.2, shall be initialed and dated by Franchisee and Franchisor and the Designated Area shall lapse. The failure to insert such address into Section 2.2 shall not affect the enforceability of this Agreement. The Designated Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. A detailed description of the geographic area or boundaries of the Designated Area is:

2.4. Sub-franchising/Agents

Franchisee shall not sublicense the use of the System or Marks to any person or entity. Except as may be permitted pursuant to Section 18, Franchisee shall not grant any person or entity the right to perform any part of Franchisee's rights or obligations licensed hereunder.

2.5. Area of Primary Responsibility

Franchisee will receive an exclusive territory. Franchisee shall receive a territory called the "Area of Primary Responsibility" to be mutually agreed upon by Franchisor and Franchisee and depicted in the map in Section 1.1 below. The Area of Primary Responsibility will not be less than a three mile radius from the Approved Location. Franchisee will operate the Franchised Entertainment and Fitness Center within the designated Area of Primary Responsibility and shall limit all direct marketing, advertising and business activities within such area, as stated in Section 2.7. As long as this Agreement is in full force and effect and Franchisee is not in default under any of the terms hereof, Franchisor shall not limit or alter the boundaries of Franchisee's Area of Primary Responsibility and will not establish or grant others the right to establish a Safari Run Entertainment and Fitness Center within Franchisee's Area of Primary Responsibility. Franchisee's rights in the Area of Primary Responsibility are subject to Franchisor's rights articulated in Section 2.6.

~~1.1 Map and Description of Area of Primary Responsibility~~

The Area of Primary Responsibility shall be defined by and exist within the following zip codes or other physical, political or natural boundaries:

The map of the Area of Primary Responsibility will be attached hereto.

2.6. Franchisor's Rights

Franchisee acknowledges that, except to the extent provided in Section 2.~~5~~ above, Franchisor expressly retains all rights and discretion with respect to the Marks and System, including the right to:

2.6.1. establish, own or operate, and license others to establish, own or operate, Safari Run Entertainment and Fitness Centers ~~**inside or**~~ outside of the Area of Primary Responsibility as Franchisor deems appropriate;

2.6.2. establish, own or operate, and license others to establish, own or operate other businesses under other systems using other trademarks at locations inside and outside of the Area of Primary Responsibility;

2.6.3. purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Entertainment and Fitness Center (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Area of Primary Responsibility. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and franchisee(s) or licensee(s). If Franchisor purchases or acquires such businesses within the Area of Primary Responsibility which are not franchised or licensed, Franchisor may, in its sole discretion:

2.6.4. offer to sell any such businesses to Franchisee or to any third party to be operated as a Safari Run Entertainment and Fitness Center; or

2.6.5. offer Franchisee the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name.

2.6.6. be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Area of Primary Responsibility;

2.6.7. provide the services and sell the products authorized for Safari Run Entertainment and Fitness Centers using the Marks or other trademarks, service marks and commercial symbols through an alternate channel of distribution on such terms and conditions as Franchisor deems appropriate; and

2.6.8. engage in any activities not expressly forbidden by this Agreement.

2.7. Marketing and Solicitation Restrictions

Franchisee shall not directly market to or solicit customers whose principal residence (or principal business office, if the customer is a business entity) is within the area of primary responsibility of another franchisee, unless such customer has requested correspondence from Franchisee. Except as part of Cooperative Advertising implemented pursuant to Section 11.4, Franchisee shall not advertise in any media whose primary circulation is within the area of primary responsibility of another franchisee. Franchisor shall make reasonable efforts to enforce these restrictions with regard to Franchisee and any other Safari Run Entertainment and Fitness Centers, but under no circumstances shall Franchisor be required to engage in litigation or similar actions with regard to these restrictions.

3. FEES

3.1. Franchise Fee

Upon execution of this Agreement, Franchisee shall pay a fee ("Franchise Fee") to Franchisor of Forty Thousand Dollars ($40,000.00). The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable, except under certain conditions set forth under Sections 5.2, 5.5 and 8.3. The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees.

3.2. ~~WebSite~~Technology Set-Up Fee

Upon execution of this Agreement, Franchisee shall pay a ~~Website~~Technology Set-Up Fee to Franchisor of ~~Two~~Three Thousand Dollars ($~~2~~3,000). The ~~Website~~Technology Set-Up Fee shall be deemed fully earned upon payment.

3.3. Weekly Royalty Fee

Unless altered by Franchisor as set forth herein, on Tuesday of each week for so long as this Agreement shall be in effect, Franchisee shall pay to Franchisor, without offset, credit or deduction of any nature, a weekly fee ("Royalty Fee") equal to six percent (6%) of Gross Sales for the week ending the previous Saturday. Each weekly Royalty Fee shall accompany a Gross Sales Report, as required by Section 12.2, for the same period. As Franchisor requires Franchisee to pay Royalty Fees through electronic transfer as set forth in Section 3.8, such reports shall be submitted to Franchisor via facsimile transmission, e-mail or intranet system. The Parties agree that Franchisor may change the time and manner of payment by providing Franchisee with thirty (30) days written notice.

3.4. Marketing Fund

In the event Franchisor establishes a System Marketing Fund, Franchisee shall contribute to the Marketing Fund in the amount of established by Franchisor which may be up to two (2%) percent of Gross Sales. Marketing Fund contributions will be due and payable together with Royalties.

3.5. System Technology Fee.

Franchisee shall, together with its franchise royalties, remit to Franchisor a system technology fee. The system technology fee is subject to change with thirty (30) days' notice. As of the Effective Date of this Agreement, the System Technology Fee is $15 per week or $780 per year.

~~3.4.~~3.6. Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, excise taxes, use taxes, withholding taxes, and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder or on goods or services furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, whether such goods or services are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Entertainment and Fitness Center is located.

3.7. Quality Assurance Costs & Expenses

If Franchisor retains a third-party inspector, quality assurance firm, or mystery shopper to inspect Franchisee's Safari Run FEC, Franchisee shall pay to Franchisor, upon demand, an amount equal to all costs and expenses of the inspection.

~~3.5.~~3.8. Electronic Transfer

Franchisor ~~shall~~may require all Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor to be paid through an Electronic Depository Transfer Account. Franchisee shall open and maintain an Electronic Depository Transfer Account, and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor. Every week, Franchisee shall make deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent.

~~3.6.~~3.9. Late Fees

All Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts that are not received by Franchisor within five (5) days after the due date shall incur late fees at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by the law of the state where Franchisee is located) from the date payment is due to the date payment is received by Franchisor. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, Marketing Fund Contributions or any other amounts due Franchisor, including reasonable accounting and legal fees. This Section shall not constitute an agreement by Franchisor to accept any payments after the due date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee.

~~3.7.~~3.10. Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Marketing Fund Contributions, purchases from Franchisor or any other amount owed to Franchisor in any proportion or priority.

4. TERM AND RENEWAL

4.1. Initial Term

This Agreement shall be effective and binding for an initial term of five (5) years from the Effective Date, unless sooner terminated pursuant to Section 16.

4.2. Successor Terms

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with Franchisor. Franchisee's right to a successor franchise is limited to three (3) successive terms of five (5) years each, such that the total term of the Franchise shall not exceed twenty (20) years. To qualify for a successor franchise, each of the following conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1. Franchisee has, during the entire term of this Agreement, fully complied with all material provisions of this Agreement;

4.2.2. Franchisee has access to and, for the duration of the successor franchise, the right to remain in possession of the Approved Location, or a suitable substitute location approved in writing by Franchisor, which is in full compliance with Franchisor's then-current specifications and standards;

4.2.3. Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Entertainment and Fitness Center reflects Franchisor's then-current standards and specifications;

4.2.4. Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate) and has timely met these obligations throughout the term of this Agreement;

4.2.5. Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor;

4.2.6. Franchisee has given written notice of its intent to operate a successor franchise to Franchisor not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement;

4.2.7. Franchisee has executed Franchisor's then-current form of franchise agreement (or, at Franchisor's election, has executed other documents that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage

Royalty Fee or Marketing Fund Contribution; provided, however, that Franchisee shall not be required to pay the then-current Franchise Fee;

4.2.8. Franchisee has paid to Franchisor a Renewal Fee of ten thousand dollars ($10,000);

4.2.9. Franchisee has complied with Franchisor's then-current qualifications for a new franchisee and has agreed to comply with any then-current training and certification/licensing requirements; and

4.2.10. Franchisee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor, any Affiliate or their respective officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Entertainment and Fitness Center is located.

4.3. HoldOver.

In the event the term of this Agreement expires and the Parties have not entered into a written franchise renewal agreement, but the franchisee continues to operate the franchised business with the written consent of Safari Run, the franchise agreement shall be deemed to be extended on a month to month basis, and all terms of this franchise agreement shall continue to apply. The parties further agree that in the event Franchisee has continued to operate the franchised consignment sales business without the written consent of Safari Run, Safari Run shall be entitled to enforce all rights and remedies set forth in this Agreement, regardless of the expiration date. Nothing in this paragraph shall be construed to require Safari Run to consent to a holdover or month to month continuation of this Agreement. In the event Franchisee does not enter into a written renewal franchise agreement upon the expiration of this Agreement, Safari Run shall, in its sole discretion, be entitled to exercise any and all legal and contractual remedies available to it.

5. APPROVED LOCATION

5.1. Selection of Site

If an Approved Location for the Franchised Entertainment and Fitness Center has not been determined as of the Effective Date, Franchisee shall promptly select a site for the Franchised Entertainment and Fitness Center and shall notify Franchisor of such selection. Franchisor shall evaluate the site and notify Franchisee of its approval or disapproval of the site within a reasonable time (usually thirty [30] days) of receiving notice of the site from Franchisee. If Franchisor approves of such selection, the site shall be designated as the Approved Location. If Franchisor does not approve of such selection, Franchisee shall select and notify Franchisor of new sites until Franchisor approves a site for the Franchised Entertainment and Fitness Center. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location. Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including, without limitation, the condition of the premises, demographics of the surrounding area, proximity to other Safari Run Entertainment and

Fitness Centers, proximity to Competitive Businesses, lease requirements, traffic patterns, visibility, vehicular and pedestrian access, proximity to major roads, available parking and overall suitability. Franchisee shall not locate the Franchised Entertainment and Fitness Center on a selected site without the prior written approval of Franchisor. ***Franchisor does not represent that it has, or any of its Affiliates, owners, employees or agents have, special expertise in selecting sites. Neither Franchisor's assistance nor approval is intended to indicate or indicates that the Franchised Entertainment and Fitness Center will be profitable or successful at the Approved Location. Franchisee is solely responsible for identifying the Approved Location.***

5.2. Failure to Select Site

Should Franchisee fail to select a site for the Franchised Entertainment and Fitness Center which meets with Franchisor's approval within one hundred eighty (180) days after the Effective Date, Franchisor has the right to terminate this Agreement. The franchise fee is non-refundable.

5.3. Lease of Approved Location

After the designation of the Approved Location (and if the site is to be leased or purchased), Franchisee shall execute a lease for, or a binding agreement to purchase, the Approved Location, the terms of which must have been previously approved by Franchisor in writing. Franchisor shall not unreasonably withhold its approval. ***Franchisor's review of a lease or purchase agreement, or any advice or recommendation offered by Franchisor, shall not constitute a representation or guarantee that Franchisee will succeed at the Approved Location nor constitute an expression of Franchisor's opinion regarding the terms of such lease or purchase agreement. Franchisee acknowledges and agrees that Franchisee shall solely rely on its review of any such lease.*** Franchisor shall be entitled to require that nothing therein contained is contradictory to, or likely to interfere with, Franchisor's rights or Franchisee's duties under this Agreement. Franchisee shall take all actions necessary to maintain title to the lease of the Approved Location, as the case may be, while this Agreement is in effect. Any default that may cause Franchisee to lose its title to the Approved Location, or for which the lease may be terminated, as the case may be, shall also be deemed a default hereunder and the time to cure the same shall expire when such title is lost, or the lease is terminated, as the case may be. Franchisee agrees to collaterally assign the lease for the Approved Location to Franchisor, pursuant to the terms of its standard collateral assignment of lease form attached hereto as Exhibit 7, to secure performance by Franchisee of its obligation under this Agreement. Franchisor's approval of a lease shall be conditioned upon inclusion of terms in the lease acceptable to Franchisor, and, at Franchisor's option, the lease shall contain such provisions as Franchisor may reasonably require, including:

5.3.1. a provision reserving to Franchisor the right, but not the obligation, at Franchisor's election, to receive an assignment of the leasehold interest without payment of any assignment fee or similar charge and without any increase in rent or other fees upon termination or expiration of the Franchise grant; provided, however, that the lessor shall agree that, before the effective date of any assignment of the lease to Franchisor (or its designee), Franchisee shall be solely responsible for all obligations, debts and payments under the lease;

5.3.2. a provision requiring the lessor to provide Franchisor with a copy of any written notice of default or deficiency sent by the lessor to Franchisee, and granting to Franchisor the right (but not the obligation) to cure any default or deficiency under the lease should Franchisee fail to do so within fifteen (15) days after the expiration of the period in which Franchisee may cure the default or deficiency;

5.3.3. a provision requiring the lessor to provide Franchisor (at the same time lessor provides to Franchisee) a copy of all lease amendments and assignments, and a copy of all letters and notices lessor sends to Franchisee relating to the lease or the leased premises;

5.3.4. a provision permitting Franchisor to enter the leased premises to make any modifications or alterations necessary in Franchisor's sole discretion to protect the System and the Marks without being guilty of trespass, or other tort or crime;

5.3.5. a provision allowing Franchisee to display the Marks in accordance with the specifications required by the Confidential Operations Manual, subject only to the provisions of applicable law;

5.3.6. a provision prohibiting the premises from being used for any purpose other than the operation of the Franchised Entertainment and Fitness Center;

5.3.7. a provision allowing Franchisor, upon expiration and non-renewal or termination of the lease or the Franchise Agreement, to enter the premises and remove any interior and exterior signs containing the Marks and (if Franchisor has purchased Franchisee's trade fixtures in accordance with Section 17.4 or otherwise) trade fixtures;

5.3.8. a provision stating that upon default by Franchisee under this Agreement, Franchisor or its nominee has the right, but not the obligation, to be substituted for Franchisee as the tenant identified in the lease and take possession of the Approved Location and operate the Franchised Entertainment and Fitness Center; and

5.3.9. a provision stating that lessor and Franchisee shall not amend or otherwise modify the lease in any manner that would affect any of the foregoing provisions to be included in the lease set forth above without Franchisor's prior written consent.

5.4. Development of Approved Location

Franchisor shall make available to Franchisee, at no charge to Franchisee, specifications for the development of a Safari Run Entertainment and Fitness Center, including specifications for the exterior and interior design and layout, fixtures, equipment, décor and signs. Such specifications are subject to alteration as Franchisor deems necessary. Franchisee shall cause the Approved Location to be developed, equipped and improved in accordance with such specifications within two hundred forty (240) days after the Effective Date. In connection with the development of the Approved Location, Franchisee shall:

5.4.1. employ an approved competent licensed architect, engineer or general contractor to prepare, for Franchisor's written approval, preliminary specifications for improvement of the Approved Location adapted from the specifications furnished by Franchisor;

5.4.2. obtain all zoning classifications and clearances which may be required by federal, state and local laws, ordinances or regulations, and submit to Franchisor, for Franchisor's approval, final plans for construction based upon the preliminary plans and specifications;

5.4.3. obtain all building, utility, sign, health, and business permits and licenses, and any other permits and licenses required for the build-out and operation of the Franchised Entertainment and Fitness Center and certify in writing and provide evidence to Franchisor that all such permits and licenses have been obtained;

5.4.4. employ a qualified, licensed general contractor approved by Franchisor to complete construction of all required improvements to the Approved Location;

5.4.5. purchase any supplies, inventory and fixtures necessary for the operation of the Franchised Entertainment and Fitness Center;

5.4.6. purchase and install all equipment, signs and furniture, including any point-of-sale and computer equipment required for the operation of the Franchised Entertainment and Fitness Center; and

5.4.7. establish broadband or high-speed Internet access and obtain at least two (2) telephone numbers and one (1) facsimile number solely dedicated to the Franchised Entertainment and Fitness Center.

5.5. Failure to Develop Approved Location

Should Franchisee fail to develop the Approved Location for a Safari Run Entertainment and Fitness Center within two hundred forty (240) days after the Effective Date, Franchisor has the right to terminate this Agreement. The franchise fee is non-refundable.

5.6. Opening

Before opening the Franchised Entertainment and Fitness Center and commencing business, Franchisee must:

5.6.1. fulfill all of the obligations of Franchisee pursuant to the other provisions of this Section 5;

5.6.2. furnish Franchisor with copies of all insurance policies required by this Agreement, or by the lease, or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.6.3. complete initial training to the satisfaction of Franchisor;

5.6.4. furnish Franchisor with evidence that all employed fitness trainers have obtained American College of Sports Medicine ("ACSM") certification or an IDEA Health & Fitness Association membership (failure to obtain and maintain current such certifications and/or memberships being cause for termination);

5.6.5. furnish Franchisor with a completed pre-opening certification (Exhibit 9);

5.6.6. hire and train the personnel necessary for the operation of the Franchised Entertainment and Fitness Center;

5.6.7. if Franchisee is a business entity, cause each of its stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement;

5.6.8. obtain Franchisor's written permission and approval of an opening date; provided that Franchisor shall not unreasonably withhold consent to open (permission to open being based on Franchisor's determination that Franchisee is ready to open and satisfactorily prepared to operate); and

5.6.9. pay in full all amounts due to Franchisor.

Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Entertainment and Fitness Center within three hundred sixty-five (365) days after the Effective Date. Time is of the essence.

5.7. Failure to Open

Should Franchisee fail to commence operations of the Approved Location for the Franchised Entertainment and Fitness Center within three hundred sixty-five (365) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.7, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, and work performed by Franchisor, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Entertainment and Fitness Center and shall not be construed as nor considered to be a penalty.

5.8. Use of Approved Location

Franchisee shall not use the Approved Location for any purpose other than for the operation of a Safari Run Entertainment and Fitness Center in full compliance with this Agreement and the Confidential Operations Manual, unless another use is approved in writing by Franchisor.

5.9. Relocation

Franchisee shall not relocate the Franchised Entertainment and Fitness Center without the prior written consent of Franchisor. If the lease for the Approved Location expires or terminates through no fault of Franchisee or if the Franchised Entertainment and Fitness Center's premises is destroyed, condemned or otherwise rendered unusable, or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may allow Franchisee to relocate the Franchised Entertainment and Fitness Center. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.7. Franchisor has the right to charge Franchisee for any costs incurred by Franchisor in providing assistance to Franchisee related to such relocation, including, but not limited to, legal and accounting fees. Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance. If Franchisor and Franchisee do not agree upon a substitute site within ninety (90) days after the lease expires or is terminated or the Approved Location is rendered unusable, this Agreement shall terminate as provided in Section 16.2.2.

6. PROPRIETARY MARKS

6.1. Ownership

Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Any goodwill created by Franchisee's use of the Marks shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks, by virtue of any use it may make of the Marks or otherwise. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person or entity in contesting the validity or ownership of any of the Marks.

6.2. Limitations on Use

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Entertainment and Fitness Center. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark. Franchisee shall include on its letterhead, forms, cards, E-mails and other such identification, and shall display at the Approved Location, a prominent notice

stating that the Franchised Entertainment and Fitness Center is an "Independently Owned and Operated Safari Run Franchise" of Franchisee.

6.3. Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks, challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or other action or matter relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

6.4. Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided that Franchisee has complied with the provisions of Section 6.3 and has complied with this Agreement and Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense of any proceeding arising from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

6.5. Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within ten (10) business days after notice to Franchisee by Franchisor and subject to the limitations in Section 10.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark.

6.6. Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Entertainment and Fitness Center, Franchisor and its designees have the right to enter and inspect the Franchised Entertainment and Fitness Center and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services, conducts activities and operations, and to inspect facilities, equipment, products, inventory, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Entertainment and Fitness Center in accordance with the quality control provisions and performance standards established by Franchisor. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other items to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Entertainment and Fitness Center and to interview and survey (whether in person or by mail) customers and employees and to photograph or videotape the operations.

6.7. Franchisor's Sole Right to Domain Name

Franchisee shall not advertise on the Internet using, or establish, create or operate an Internet site or website using a domain name or uniform resource locator containing the Marks or the words "Safari Run" or any variation thereof without Franchisor's written approval. This restriction includes establishing a splash page or other presence through any online forum or social media site, including but not limited to Facebook, LinkedIn, Instagram, X, and ~~Twitter~~TikTok. Should Franchisee wish to obtain approval, which approval may be revoked at Franchisor's discretion, Franchisee must complete the Online/Social Media Advertising Permission Request attached hereto as Exhibit 8. Franchisor is the sole owner of all right, title and interest in and to such domain names as Franchisor shall designate in the Confidential Operations Manual.

7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1. Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges that Franchisor shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Confidential Operations Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use them and in the development and operation of the Franchised Entertainment and Fitness Center and in performing its duties under this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute a breach of Franchisee's obligations under this Agreement and an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other

Confidential Information disclosed electronically or in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Each and every individual who will access Franchisor's Confidential Information and/or any site, program or system hosted, provided or maintained by or for Franchisor must have an individual log-in and password issued for such person to access such Confidential Information, site, program or system. No log-in or password may be issued or provided unless and until the Nondisclosure and Non-Competition Agreement attached hereto has been executed by such individual and provided to Us. It shall be a material default of this Agreement for Franchisee or any individual to whom Franchisee has provided access to Franchisor's Confidential Information and/or any site, program or system hosted, provided or maintained by or for Franchisor to provide access in violation of this provision or to share any log-in or password access to such Confidential Information, site, program or system. Franchisee shall enforce this Section as to its employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them.

7.2. Additional Developments

All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Franchisee or its owners or employees with respect thereto, and Franchisee hereby agrees to assign to Franchisor all right, title and interest in any intellectual property so developed. Franchisor has the right to incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

7.3. Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Safari Run franchisees if owners of Safari Run Entertainment and Fitness Centers and members of their immediate families or households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of his or her immediate family or household), nor any officer, director, executive, manager or member of the

professional staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1. Divert or attempt to divert any business or customer of the Franchised Entertainment and Fitness Center 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 or the System; or

7.3.2. Own an interest in, manage, operate, or perform services for any Competitive Business, wherever located.

7.4. Nondisclosure and Non-Competition Agreements with Certain Individuals

Franchisee shall require each holder of a legal or beneficial interest in Franchisee (and each member of his or her immediate family or household), and each officer, director, executive, manager or member of the professional staff and all employees of Franchisee (subject to applicable law) who will have access to Confidential Information to execute a nondisclosure and non-competition agreement, in a Franchisor's then-current form ~~the same as or similar to the~~of Nondisclosure and Non-Competition Agreement, the current form of which is attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Before providing access to any of Franchisor's confidential information, and subsequently, upon Franchisor's request, Franchisee shall provide Franchisor copies of all non-disclosure and non-competition agreements signed pursuant to this section. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third-party beneficiary with the right to enforce covenants contained in such agreements. In the event applicable law at any time makes all or part of Exhibit 2 unenforceable with respect to any holder of a legal or beneficial interest in Franchisee (and each member of his or her immediate family or household), and each officer, director, executive, manager or member of the professional staff, or any employees of Franchisee who will have access to Confidential Information, Franchisee shall have modified or updated Agreements in an enforceable form approved by Franchisor signed by each such Individual.

7.5. Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section are essential elements of this Agreement and that without their inclusion, Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including, for example, the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System and the Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

8. TRAINING AND ASSISTANCE

8.1. Initial Training

Franchisor shall make an initial training program available to the Designated Manager and up to two (2) assistants. Approximately ten (10) weeks prior to the opening of the Franchised Entertainment and Fitness Center, the Designated Manager must attend and successfully complete, to Franchisor's satisfaction, an initial training program pertaining to the operation and administration of the Franchised Entertainment and Fitness Center, including, but not limited to, sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques; record keeping; and reporting procedures and other operational issues. Franchisor shall conduct the initial training program at its headquarters, at the Franchised Entertainment and Fitness Center, or at another designated location. Franchisor shall not charge tuition or similar fees for initial training, however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Except as otherwise expressly provided in this Section 8, Franchisee shall be responsible for training its management and other employees.

8.2. Opening Assistance

In conjunction with the beginning of operation of the Franchised Entertainment and Fitness Center, Franchisor shall make available to Franchisee, at Franchisor's expense, one (1) of Franchisor's representatives, experienced in the System, for the purpose of familiarizing Franchisee's staff with the Safari Run techniques and for the purpose of providing general assistance and guidance in connection with the opening of the Franchised Entertainment and Fitness Center. If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Entertainment and Fitness Center, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional assistance.

8.3. Failure to Complete Initial Training Program

If Franchisor determines that the Designated Manager is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement. If Franchisee is a business entity and the Designated Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute Designated Manager, and such substitute Designated Manager must complete the initial training to Franchisor's satisfaction. Franchisee will be required to pay Franchisor's then-current rates for additional training, if any, and reimburse Franchisor's costs for providing the substitute Designated Manager an initial training program.

8.4. New Designated Manager

After beginning operations, should Franchisee name a new Designated Manager, Franchisee must notify Franchisor of the identity of the new Designated Manager, and the new Designated Manager must complete the initial training program to Franchisor's satisfaction within sixty (60) days of being named. The Franchisor has the right to require Franchisee to pay the costs of training a new Designated Manager. Franchisee shall be responsible for all travel costs, room and board and its employees' salaries incurred in connection with the new Designated Manager's attendance at such training.

8.5. Ongoing Training

From time to time, Franchisor may provide (and, if it does, has the right to require that the Designated Manager attend) ongoing training programs or seminars during the term of this Agreement. Franchisor may charge a fee for any mandatory ongoing training. Franchisor shall not require the Designated Manager to attend more than two (2) sessions in any calendar year. Franchisee shall be responsible for all travel costs, room and board and its employees' salaries incurred in connection with the Designated Manager's attendance at such training.

9. CONFIDENTIAL OPERATIONS MANUAL

9.1. Loan by Franchisor

While this Agreement is in effect, Franchisor shall lend to Franchisee one (1) copy of the Confidential Operations Manual or grant Franchisee access to an electronic copy of the Confidential Operations Manual. Franchisee shall conduct the Franchised Entertainment and Fitness Center in strict accordance with the provisions set forth in the Confidential Operations Manual. The Confidential Operations Manual may consist of one (1) or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form. The Confidential Operations Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement.

9.2. Revisions

Franchisor has the right to add to or otherwise modify the Confidential Operations Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor; provided, however, that no such addition or modification shall materially alter Franchisee's fundamental status and rights under this Agreement. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Confidential Operations Manual is up-to-date at all times. If a dispute as to the contents of the Confidential Operations Manual arises, the terms of the master copy of the Confidential Operations Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

9.3. Confidentiality

The Confidential Operations Manual contains Trade Secrets and other Confidential Information of Franchisor, and its contents shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Confidential Operations Manual is available at the Approved Location in a current and up-to-date form. If the Confidential Operations Manual is in paper form or stored on computer-readable media, Franchisee shall maintain the Confidential Operations Manual in a secure manner at the Approved Location; and if the Confidential Operations Manual is in electronic form, Franchisee shall maintain the Confidential Operations Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Confidential Operations Manual, access to the Confidential Operations Manual or any key, combination or passwords needed for access to the

Confidential Operations Manual. Franchisee shall not disclose, duplicate or otherwise use any portion of the Confidential Operations Manual in an unauthorized manner.

10. FRANCHISE SYSTEM

10.1. Uniformity

Franchisee shall strictly comply, and shall cause the Franchised Entertainment and Fitness Center and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Confidential Operations Manual or other communications supplied to Franchisee by Franchisor.

10.2. Modification of the System

Franchisor has the right to modify or request changes to the System from time to time, including without limitation, the adoption and use of new or modified Marks or copyrighted materials, computer hardware and software, equipment, inventory, supplies, signs or sales and marketing techniques. Franchisee shall accept and use any such changes in, or additions to, the System as if they were a part of this Agreement as of the Effective Date. Franchisee shall make such expenditures as such changes, additions or modifications in the System may reasonably be required; provided, however, Franchisee shall not be required to implement or conform to any such changes, additions or modifications if the cost to do so would exceed (a) ONE DOLLAR ($1.00) during the first (1st) year of the term of this Agreement; (b) TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) in the aggregate during the initial term of this Agreement (which amount may be increased consistent with increases to the Consumer Price Index, [U.S. City Average, all items, 1982-84=100], as published by the United States Department of Labor, Bureau of Labor Statistics ["CPI-U"]); or (c) ONE DOLLAR ($1.00) during the final year of the term of this Agreement if Franchisee provides written notice of its intention not to renew the Franchise. Any required expenditure for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2. Notwithstanding the foregoing, Franchisee shall be required to make any and all improvements or modifications whenever such are required by law, regulation, agency decision or court order.

10.3. Variance

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular Safari Run Entertainment and Fitness Center. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

11. ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1. Grand Opening Advertising

Prior to, and/or during a period of approximately three (3) months following, the initial opening of the Franchised Entertainment and Fitness Center, Franchisee shall spend an amount specified by Franchisor on local advertisement and promotion of the initial opening ("Grand Opening Advertising"). Franchisor shall determine and specify an appropriate minimum amount which Franchisee shall be required to expend on Grand Opening Advertising based upon Franchisor's general assessment of the area surrounding the Franchised Entertainment and Fitness Center and taking into account other potentially relevant factors, such as prevailing costs of advertising in the area, the time of year of opening and other similar factors. Further, Franchisor shall specify the time at which Franchisee shall conduct Grand Opening Advertising. Prior to their use, all materials to be used in Grand Opening Advertising must be approved by Franchisor through the process set forth in Section 11.2.2. Grand Opening Advertising expenditures shall be in addition to any Local Advertising expenditures and Marketing Fund Contributions.

11.2. Local Advertising

11.2.1. Franchisee shall continuously promote the Franchised Entertainment and Fitness Center. Every month, Franchisee shall spend a minimum of two percent (2%) of the previous month's Gross Sales on advertising, promotions and public relations within the immediate locality surrounding the Franchised Entertainment and Fitness Center ("Local Advertising"). Such expenditures shall be made directly by Franchisee, subject to the prior approval and direction of Franchisor. Franchisor shall provide general guidelines to Franchisee for conducting Local Advertising. Within thirty (30) days after the end of each month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Advertising for such month.

11.2.2. Franchisee shall submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by Franchisee, including, but not limited to, television ads, radio ads, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date all such material is received by Franchisor. If Franchisor does not approve submitted materials by the end of such twenty (20) day period, such materials shall be deemed to have received the required approval. Franchisee shall not use any marketing or promotional material prior to approval by Franchisor. We shall have the absolute right, at our sole discretion, to terminate any approval at any time upon written notice to you. The submission of advertising materials to Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee sells products or provides services.

11.3. Marketing Fund

Franchisor may establish and administer a System-wide marketing, advertising and promotion fund to assist in Franchisor's regional and national advertising ("Marketing Fund"). If a Marketing Fund is established, Franchisee shall be required to contribute weekly to the Marketing Fund in an amount specified by Franchisor and which Franchisor may adjust from time to time ("Marketing Fund Contributions"). Marketing Fund Contributions shall be made at the time and in the manner provided for Royalty Fees in Section 3.3. Franchisor shall notify Franchisee at least thirty (30) days before changing Marketing Fund

Contribution requirements. The Marketing Fund shall be maintained and administered by Franchisor or its designee as follows:

11.3.1. Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or pro rata from expenditures by the Marketing Fund. The program(s) may be local, regional or System-wide. Franchisor does not warrant the success or effectiveness of any particular marketing program.

11.3.2. Franchisee's Marketing Fund Contributions may be used to meet the costs of, or to reimburse Franchisor for its costs of, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, Internet, magazine, newspaper, and direct mail advertising campaigns and other public relations activities; developing and/or hosting an Internet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees). All Marketing Fund Contributions shall be maintained in a separate account from the monies of Franchisor and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable costs and expenses, if any, that Franchisor may incur in activities reasonably related to the administration of the Marketing Fund.

11.3.3. Franchisor shall endeavor to spend all Marketing Fund Contributions on marketing programs and promotions during Franchisor's fiscal year within which such contributions are made. If excess amounts remain in any Marketing Fund at the end of such fiscal year, all expenditures in the following fiscal year(s) shall be made first out of such excess amounts, including any interest on or other earnings of the Marketing Fund, and next out of prior year contributions and then out of current contributions.

11.3.4. Although Franchisor intends the Marketing Fund to be of perpetual duration, Franchisor has the right to terminate the Marketing Fund at any time. The Marketing Fund shall not be terminated, however, until all Marketing Fund Contributions have been expended for advertising and promotional purposes or returned to Franchisee and other franchisees on a pro rata basis based on total Marketing Fund Contributions made in the aggregate by each franchisee.

11.3.5. Each Safari Run Entertainment and Fitness Center operated by Franchisor or an Affiliate shall make Marketing Fund Contributions at the same rate as Safari Run franchisees.

11.3.6. An accounting of the operation of the Marketing Fund shall be prepared annually and shall be available to Franchisee upon request. Franchisor retains the right to have the Marketing Fund reviewed or audited and reported on, at the expense of the Marketing Fund, by an independent certified public accountant selected by Franchisor.

11.3.7. Franchisee acknowledges that the Marketing Fund is not a trust and that Franchisor assumes no fiduciary duty in administering the Marketing Fund. Franchisor has no obligation to expend the marketing funds in any particular geographic area.

11.4. Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of Safari Run Entertainment and Fitness Centers located within a particular region. Franchisor has the right to collect and designate all or a portion of funds that Franchisee would otherwise be required to spend on Local Advertising to payments or contributions to Franchisor for the funding of a Cooperative Advertising program. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region. If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to establish an advertising council to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the council's rules and procedures and shall abide by the council's decisions. Should Franchisor establish a Cooperative Advertising program or programs with or without an advertising council, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time.

11.5. Internet Advertising

Franchisee may not establish a presence on, or market using, the Internet in connection with the Franchised Entertainment and Fitness Center without Franchisor's prior written consent. Franchisor has established and maintains an Internet website at the uniform resource locator www.safarirun.com that provides information about the System and the products and services that Franchisor and its franchisees provide. Franchisor may (but is not required to) include at the Safari Run website an interior page containing information about the Franchised Entertainment and Fitness Center. If Franchisor includes such information on the Safari Run website, Franchisor has the right to require Franchisee to prepare all or a portion of the page, at Franchisee's expense, using a template that Franchisor provides. All such information shall be subject to Franchisor's written approval prior to posting. Franchisor retains the sole right to advertise or use the Marks on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor retains the sole right to approve any linking to, or other use of, the Safari Run website.

Unless you have our prior written consent, you agree not to use any Mark as a part of any domain name, home page, electronic address, or otherwise in connection with an internet site (unless in connection with our approved franchise system website) or in any username, screen name or profile in connection with any social networking sites, such as, but not limited to, Facebook, ~~Myspace,~~ YouTube, Instagram, ~~Twitter~~X, TikTok, and LinkedIn. We have no obligation to consent to your use of any Mark or trade name in any form of electronic media and reserve all rights to control the use of all Marks and trade names in all forms

of electronic media. Should we grant you written authorization to use the Marks in a form of electronic media, you agree that we will own and have control over the content associated with the Marks, administrative access to all such electronic media accounts, and login information and passwords to all such accounts. Should Franchisee desire to obtain permission to use the marks on-line, Franchisee must complete the Online/Social Media Advertising Permission Request attached hereto as Exhibit 8. Franchisor has no obligation to approve any request and may withdraw any authorization granted at any time.

11.6. Telephone Directory Advertising

Franchisee must list the telephone number(s) for the Franchised Entertainment and Fitness Center in the "white pages" telephone directory and advertise the Franchised Entertainment and Fitness Center in ~~the~~such classified or "yellow pages" telephone directory ~~distributed in its trade area and in such~~ or online directory ~~heading~~ or ~~category~~search services as specified by Franchisor~~.~~ from time to time. Franchisee ~~must~~may be required to place the classified directory advertisement and listings together with other Safari Run Entertainment and Fitness Centers operating within the distribution area of the directories. If a joint listing is obtained, all Safari Run Entertainment and Fitness Centers listed together shall pay a *pro rata* share of the cost of the advertisements and listings. Telephone directory advertising expenditures are in addition to Franchisee's Local Advertising obligations.

12. ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

12.1. Records

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Confidential Operations Manual or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for three (3) years thereafter, all books and records related to the Franchised Entertainment and Fitness Center, including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

12.2. Gross Sales Reports

Franchisee shall maintain an accurate record of Gross Sales and shall deliver to Franchisor via facsimile transmission, email, or the intranet, a signed and verified statement of Gross Sales ("Gross Sales Report") for the week ending each Saturday in a form that Franchisor approves or provides in the Confidential Operations Manual. The Gross Sales Report for the preceding week must be provided to Franchisor by the close of business on Tuesday of each week as provided in Section 3.3.

12.3. Financial Statements

Franchisee shall supply to Franchisor on or before the fifteenth (15^{th}) day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income

statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with GAAP applied on a consistent basis. If required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the times specified in the Confidential Operations Manual or otherwise in writing. Franchisee agrees that Franchisor has the right to use and to disclose all information provided by Franchisee to Franchisor in Franchisee's financial statements, balance sheets, income statements, and other reports.

12.4. Other Reports

Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Confidential Operations Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Entertainment and Fitness Center to Franchisor's lenders and prospective lenders, investors and purchasers of Franchisor (irrespective of whether the purchase is structured as an asset purchase, stock purchase or merger). Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement.

12.5. Computer/Point-of-Sale System

Franchisor requires Franchisee to acquire, install and use computer and point-of-sale systems consisting of hardware and software in accordance with Franchisor's specifications. Franchisor shall have full access to all of Franchisee's computer and point-of-sale data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement.

12.6. Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, records and tax returns of Franchisee. If an audit or any other inspection should reveal that any amounts owed to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by the law of the state where Franchisee is located). If an audit or any other inspection should reveal that Franchisee has not spent two percent (2%) of its monthly Gross Sales on Local Advertising or if the inspection discloses an underpayment of three percent (3%) or more of the amount owed to Franchisor for the period covered by the audit or inspection, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the audit or inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12.7. Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting and legal professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Entertainment and Fitness Center, including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

13. STANDARDS OF OPERATION

13.1. Authorized Products, Services and Suppliers

13.1.1. Franchisee acknowledges that the reputation and goodwill of the System are based in large part on offering high quality products and services to its customers. Accordingly, Franchisee shall provide or offer for sale or use at the Franchised Entertainment and Fitness Center only those products, supplies, signs, equipment and other items and services that Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. If required by Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate). Franchisee shall not offer for sale, sell or provide through the Franchised Entertainment and Fitness Center or from the Approved Location any products or services that Franchisor has not approved.

13.1.2. Franchisor shall provide Franchisee, in the Confidential Operations Manual or other written or electronic form, with a list of specifications and, if Franchisor requires Franchisee to purchase goods or services from Approved Suppliers, a list of Approved Suppliers for some or all of the required products, supplies, signs, equipment and other approved or specified items and services, and Franchisor may from time to time issue revisions to such list. If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate. If Franchisee desires to acquire any products or services that Franchisor has not approved (for products and services that require Franchisor's approval of the supplier), Franchisee shall, upon Franchisor's request, have the service or product and/or supplier evaluated by an independent agency to determine whether the service or product complies with Franchisor's standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all of the expenses for such independent evaluation. Franchisor will decide within a reasonable time (usually thirty [30] days) after receiving the required information whether Franchisee may acquire such items or whether the supplier shall be designated as an Approved Supplier, as the case may be. Failure to receive written approval of a supplier from Franchisor will be a denial of the proposed supplier. Approval of a supplier may be conditioned on the supplier's ability to provide a sufficient quantity of product; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this

Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential.

13.1.3. Notwithstanding anything contrary in this Agreement, Franchisor has the right to reconsider from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor and shall promptly cease purchasing, leasing or licensing from suppliers disapproved by Franchisor.

13.1.4. Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right to permit one (1) or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10.3 and shall not create any rights in Franchisee to provide the same products or services.

13.1.5. Franchisor has the right to retain volume rebates, markups and other benefits from suppliers or in connection with the furnishing of Approved Suppliers. Franchisee shall have no entitlement to or interest in any such benefits.

13.2. Appearance and Condition of the Franchised Entertainment and Fitness Center

Franchisee shall maintain the Franchised Entertainment and Fitness Center and the Approved Location in "like new" condition, and shall repair or replace equipment, fixtures, supplies, inventory and signage as necessary to comply with the health and safety standards, specifications of Franchisor and Franchisee's lessor and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2.

13.3. Ownership and Management

The Franchised Entertainment and Fitness Center shall, at all times, be under the direct supervision of Franchisee. The Designated Manager shall devote sufficient efforts to the management of the day-to-day operation of the Franchised Entertainment and Fitness Center, but not less than thirty-five (35) hours per week, excluding vacation, sick leave and similar absences. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement.

13.4. Days of Operation

Franchisee shall keep the Franchised Entertainment and Fitness Center open for business during normal business hours on the days specified in the Confidential Operations Manual. Franchisee shall schedule parties and events for such time slots as may be directed by the Franchisor from time to time, and as set forth in the Confidential Operations Manual.

13.5. Contributions and Donations

In order to protect the Marks, Franchisee must obtain Franchisor's prior written consent before making any contributions or donations of items, services or funds to any individual or entity, or providing any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf of any organization). Franchisor may withhold any such consent in its sole and absolute discretion.

13.6. Personnel

Franchisee shall maintain competent and conscientious personnel to operate the Franchised Entertainment and Fitness Center in accordance with this Agreement and the Confidential Operations Manual. Franchisee shall train or cause the training of all personnel as and when required by prudent business practices, System standards or this Agreement, and Franchisee shall comply with all applicable laws and regulations regarding the qualifications, hiring and training of employees. Franchisee must conduct criminal background checks and child abuse registry checks on all of its employees or independent contractors who will work anywhere children may be present. At Franchisor's request, Franchisee must provide Franchisor with copies of employment materials or independent contractor agreements relating to each of Franchisee's employees and independent contractors. Franchisee must timely and fully pay each of its employees and independent contractors to ensure that there is no interruption of services to its customers. All costs associated with Franchisee's performance of its obligations under this Section shall be the sole responsibility of Franchisee. Franchisee is solely responsible for its employment practices and agrees that Franchisor is not an employer of and does not exercise any control over any of Franchisee's employees or contractors. Franchisor has no right to hire, fire, determine rates of pay, benefits or hours of Franchisee's employees. Franchisee has sole responsibility for compliance with all federal, state, and local labor and employment laws.

13.7. Licenses and Permits

Franchisee shall secure and maintain in force all required licenses, permits and certificates necessary for the operation of the Franchised Entertainment and Fitness Center, and shall operate the Franchised Entertainment and Fitness Center in full compliance with all applicable laws, ordinances and regulations. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Entertainment and Fitness Center. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations.

13.8. Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Entertainment and Fitness Center, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of the Franchised Entertainment and Fitness Center not more than five (5) days after becoming aware of such commencement or issuance. Franchisee shall deliver to Franchisor, not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation.

13.9. Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created and licenses granted hereby. Therefore, Franchisee shall use reasonable efforts to maintain high standards of quality and service in the operation of the Franchised Entertainment and Fitness Center. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Entertainment and Fitness Center. The Franchised Entertainment and Fitness Center shall in all dealings with its customers, vendors and the general public adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint, Franchisor has the right to intervene and satisfy the customer. Franchisor has the right to terminate this Agreement for violation of this Section. Franchisee shall reimburse Franchisor for all costs incurred by Franchisor in servicing a customer of the Franchised Entertainment and Fitness Center pursuant to this Section.

13.10. Uniform or Dress Code

Franchisee shall abide by any uniform or dress code requirements stated in the Confidential Operations Manual or otherwise. Uniforms, if required, must be purchased from an Approved Supplier, if such is designated, or, if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms.

13.11. Vending Machines

Franchisee shall not install or use at the Franchised Entertainment and Fitness Center any vending machines, amusement devices, jukeboxes, video machines or other similar devices without first securing Franchisor's written approval.

13.12. Credit Cards

Franchisee shall, at its expense, lease or purchase the necessary equipment and/or software and shall have arrangements in place with Visa, MasterCard and such other credit card issuers as Franchisor may designate, from time to time, to enable the Franchised Entertainment and Fitness Center to accept such methods of payment from its customers. Franchisee shall ensure that it is PCI compliant and in compliance

with all requirements of its credit card processors. Franchisee shall take all commercially reasonable steps necessary to protect the privacy and security of confidential customer information.

13.13. E-Mail

Franchisee shall, at all times and at Franchisee's expense, maintain an e-mail address and account for communicating with Franchisor. Franchisee may change its e-mail address by giving prior written notice of such change of address to Franchisor. If Franchisor provides an email address to Franchisee, Franchisee shall use that email address for all franchise communications.

13.14. Gift Cards

Franchisor may offer the sale of gift cards for the various services and products offered by the Franchised Entertainment and Fitness Center. Such gift cards must be honored and redeemed by the Franchised Entertainment and Fitness Center when presented. Franchisor shall receive reports from the Approved Supplier of the gift cards indicating the specific Franchised Entertainment and Fitness Center where the gift card was redeemed. If the gift card was redeemed by other than selling Franchisee, then Franchisor shall reimburse redeeming Franchisee and demand reimbursement from selling Franchisee in an amount equal to the face value of such gift card. Each selling Franchisee shall comply with the provisions of this paragraph and failure to do so shall constitute a material breach of this Agreement. Franchisee shall be responsible for complying with all federal and state escheat laws and other regulations relating to gift cards, gift certificates, or similar instruments as applicable. Sales of gift cards shall be included in Franchisee's gross sales at the time of the purchase of the gift card.

13.15. Seasonal Camps

Franchisee shall, from time to time and depending on the season, offer additional services that might for a limited time include one (1) day field trips or camps either by car, bus, train or foot. Each program shall specifically provide the locations and attractions to be visited.

13.16. Best Efforts

Franchisee shall use its best efforts to promote and increase the sales and recognition of products and services offered through the Franchised Entertainment and Fitness Center. Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to use their best efforts to enhance and improve the System and the sales of all products and services provided as part of the System.

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1. General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee by telephone, e-mail, facsimile, newsletters and other methods with respect to planning, opening

and operating the Franchised Entertainment and Fitness Center. Franchisor shall not charge for this service; however, Franchisor retains the right to refuse to provide the service or to charge a fee for this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor and its franchisees in operating Safari Run Entertainment and Fitness Centers and an analysis of costs and prices charged for competitive products and services. Franchisee shall have the sole right to determine the prices to be charged by the Franchised Entertainment and Fitness Center; provided, however, that Franchisor shall have the sole right to determine the prices to be charged for products sold through the Safari Run Internet site, including products sold to persons identified as customers of the Franchised Entertainment and Fitness Center.

14.2. Periodic Visits

Franchisor or Franchisor's representatives may make periodic visits, which may be announced or unannounced and which may be in-person, virtually, or through a mystery shopper, to the Franchised Entertainment and Fitness Center for the purposes of consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Entertainment and Fitness Center. Franchisor and Franchisor's representatives who visit the Franchised Entertainment and Fitness Center may prepare, for the benefit of both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Entertainment and Fitness Center. A copy of any such written report may be provided to Franchisee. Franchisee shall promptly implement any required changes or improvements as required by Franchisor, with time being of the essence.

15. INSURANCE

15.1. Types and Amounts of Coverage

At its sole expense, Franchisee shall procure within sixty (60) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured or loss payee, and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by a lender or lessor, Franchisee shall procure:

15.1.1. "all risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Entertainment and Fitness Center. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

15.1.2. workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Entertainment and Fitness Center is located and employer liability

coverage with a minimum limit of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) or, if higher, the minimum limit as required by state law;

15.1.3. comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Entertainment and Fitness Center, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of ONE MILLION DOLLARS ($1,000,000.00) per occurrence and TWO MILLION DOLLARS ($2,000,000.00) in the aggregate or, if higher, the statutory minimum limit required by state law;

15.1.4. business interruption insurance in amounts and with terms acceptable to Franchisor;

15.1.5. employment liability insurance;

15.1.6. cyber security insurance; and

15.1.7. such insurance as is necessary to provide coverage under the indemnity provisions set forth in Section 21.3.

15.2. Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

15.3. Carrier Standards

Such policies shall be written by insurance companies licensed in the state in which Franchisee operates and having at least an "A" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide. Although A.M. Best groups "A" and "A-" in the same classification, Franchisor requires an "A" rating.

15.4. Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.3. Franchisee shall provide, annually, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days prior written notice to Franchisor and shall reflect proof of payment of premiums.

15.5. Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be paid by Franchisee immediately upon notice.

16. DEFAULT AND TERMINATION

16.1. Termination by Franchisee

If Franchisee is in full compliance with all of the terms of this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee may elect to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days.

16.2. Termination by Franchisor

16.2.1. Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee:

16.2.2. fails to timely select an approved site for or establish, equip and commence operations of the Franchised Entertainment and Fitness Center pursuant to Section 5;

16.2.3. fails to have its Designated Manager satisfactorily complete any training program pursuant to Section 8;

16.2.4. fails to timely furnish Franchisor with evidence that all employed fitness trainers have obtained ACSM certification or an IDEA Health & Fitness Association membership pursuant to Section 5.6.4;

16.2.5. made any material misrepresentation or omission in its application for the Franchise or otherwise in communicating with Franchisor in the course of entering into this Agreement;

16.2.6. Franchisee and/or one or more of Franchisee's owners is convicted of or pleads no contest to a felony or to another crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Entertainment and Fitness Center;

16.2.7. after notice of the breach, fails to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Entertainment and Fitness Center;

16.2.8. discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Confidential Operations Manual, Trade Secrets or any other Confidential Information;

16.2.9. if required by Franchisor, fails to have each holder of a legal or beneficial interest in Franchisee (and any member of such holder's immediate family or household), and each officer, director, executive, manager or member of the professional staff and all employees of Franchisee, execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee or fails to provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to Section 7.4 if requested by Franchisor;

16.2.10. abandons, fails or refuses to actively operate the Franchised Entertainment and Fitness Center for five (5) or more consecutive days (unless the Franchised Entertainment and Fitness Center has not been operational for a purpose approved by Franchisor) or, if first approved by Franchisor, fails to promptly relocate the Franchised Entertainment and Fitness Center following the expiration or termination of the lease for the Approved Location, the destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable;

16.2.11. surrenders or transfers control of the operation of the Franchised Entertainment and Fitness Center without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required;

16.2.12. fails to maintain the Franchised Entertainment and Fitness Center under the primary supervision of a Designated Manager during the one hundred eighty (180) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

16.2.13. submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

16.2.14. becomes a debtor under the United States Bankruptcy Code, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless supersedeas bond is filed); if execution is levied against any of Franchisee's business or property; if a suit to foreclose any lien or mortgage against its Approved Location or personal property is instituted against Franchisee and not dismissed or in the process of being dismissed within thirty (30) days;

16.2.15. misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

16.2.16. fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Marketing Fund Contribution, amounts due for purchases from Franchisor and any Affiliate, or other payment to Franchisor or any Affiliate when due or otherwise fails to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

16.2.17. violates, on two (2) or more occasions, any health or safety law, ordinance or regulation, or operates the Franchised Entertainment and Fitness Center in a manner that presents a health or safety hazard to its customers, employees or the public;

16.2.18. engages in any activity exclusively reserved to Franchisor;

16.2.19. fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance;

16.2.20. repeatedly breaches this Agreement and/or repeatedly fails to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Confidential Operations Manual, whether or not previous breaches or failures are cured; or

16.2.21. defaults under any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.

16.2.22. In addition to the provisions listed in Section 16.2.1, Franchisor has the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination stating the nature of the default; provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is effected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period:

16.2.22.1. within five (5) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor;

16.2.22.2. within ten (10) days of receiving notice of Franchisee's failure to maintain insurance as specified in Section 15 of this Agreement; or

16.2.22.3. within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard or operating

procedure prescribed in the Confidential Operations Manual or otherwise prescribed in writing.

16.3. Reinstatement and Extension

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

16.4. Right of Franchisor to Discontinue Services to Franchisee

If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of termination pursuant to Section 16.2.22, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply to Franchisee of any products or services for which Franchisor is an Approved Supplier, until such time as Franchisee corrects the breach.

16.5. Right of Franchisor to Operate Franchised Entertainment and Fitness Center

Following the delivery of a notice of termination pursuant to Section 16.2.22, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume the operation of the Franchised Entertainment and Fitness Center until such time as Franchisee corrects the breach. Franchisor may charge a management fee as stated in the Confidential Operations Manual from time to time, currently equal to SIX HUNDRED DOLLARS ($600.00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Entertainment and Fitness Center.

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1. Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

17.1.1. immediately cease to operate the Franchised Entertainment and Fitness Center and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

17.1.2. cease to use the Trade Secrets, the Confidential Information, the System and the Marks, including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks;

17.1.3. upon demand by Franchisor, immediately assign to Franchisor (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as Franchisee's lease) its interest in the lease then in effect for the Approved Location, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement, and Franchisor has the right to pay rent and other expenses directly to the party to whom such payment is ultimately due;

17.1.4. take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities which contains the name "Safari Run®" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

17.1.5. pay all sums owing to Franchisor and any Affiliate. In the event of termination for any default of Franchisee, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees, with respect to litigation, arbitration, appellate or bankruptcy proceedings, unpaid Royalty Fees, loss of future Royalty Fee payments incurred by Franchisor as a result of any early termination of this Agreement, and any other amounts due to Franchisor or any Affiliate;

17.1.6. pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

17.1.7. immediately return to Franchisor the Confidential Operations Manual, Trade Secrets and all other Confidential Information, including records, files, instructions, brochures, agreements, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Entertainment and Fitness Center (all of which are acknowledged to be Franchisor's property);

17.1.8. assign all telephone listings, online listings, social media platforms, and all telephone and facsimile numbers for the Franchised Entertainment and Fitness Center to Franchisor or its designee, notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Marks in any regular, classified or other telephone directory listing and authorize transfer of same to or at the direction of Franchisor; and

17.1.9. you agree to completely remove or modify, at your sole expense, any part of the interior and exterior decor that we deem necessary to disassociate the Premises with the image of an Safari Run Entertainment Center including Trade Dress and any signage bearing the Marks as further described in Exhibit 6. If you do not take the actions we request within thirty (30) days after notice from us that we do not intend to take over operations of the facility, we have the right to

enter the Premises and make the required changes at your expense, and you agree to reimburse us for those expenses on demand.

17.1.10. ~~**17.1.10**~~ comply with all other applicable provisions of this Agreement.

17.2. Post-Termination Covenant Not to Compete

17.2.1. Franchisee acknowledges that the restrictive covenants contained in this Section and in Section 7 are fair and reasonable and are justifiably required for certain purposes including, but not limited to, the following:

17.2.1.1. to protect the Trade Secrets and other Confidential Information of Franchisor;

17.2.1.2. to induce Franchisor to grant a Franchise to Franchisee; and

17.2.1.3. to protect Franchisor against its costs in training Franchisee and Franchisee's officers, directors, executives, professional staff and Designated Managers.

17.2.2. Except as otherwise approved in writing by Franchisor, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager or member of the professional staff of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person, persons, partnership, corporation, limited liability company or other business entity:

17.2.2.1. own an interest in, manage, operate or provide services to any Competitive Business located or operating (a) within a twenty-five (25) mile radius of the Approved Location or within the Area of Primary Responsibility (whichever is greater), or (b) within a twenty-five (25) mile radius of the location of any other Safari Run Entertainment and Fitness Center in existence at the time of termination or expiration; or

17.2.2.2. solicit or otherwise attempt to induce or influence any customer, employee or other business associate of Franchisor to terminate or modify his, her or its business relationship with Franchisor or to compete against Franchisor.

17.2.3. In furtherance of this Section, Franchisor has the right to require Franchisor and Franchisor's owners, officers, directors, members, managers, and constituent partners to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2.

17.3. Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion

thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks, nor shall Franchisor use the Confidential Operations Manual in connection with, or to promote, such other business. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections 7, 17.1 or 17.2. If Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location. Franchisee shall make such specific additional changes to the Approved Location as Franchisor may reasonably request for that purpose, including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Approved Location for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

17.4. Franchisor's Option to Purchase Certain Business Assets

Franchisor has the right (but not the duty), exercisable by providing written notice to Franchisee within a period of thirty (30) days after termination or expiration of this Agreement, to purchase for cash any or all assets of the Franchised Entertainment and Fitness Center including trade fixtures, leasehold improvements, equipment, supplies and all inventory. The purchase price shall be equal to the assets' fair market value as determined by an independent appraiser, and the Closing of the Option shall take place within ninety (90) days following Franchisor's receipt of the appraisal. If Franchisor elects to exercise this option to purchase, it has the right to set off all amounts due from Franchisee under this Agreement, if any, against the purchase price.

17.5. Survival of Certain Provisions

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding such expiration or termination and until satisfied or by their nature expire.

18. TRANSFERABILITY OF INTEREST

18.1. Transfer by Franchisor

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that, with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor hereunder, and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

18.2. Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or (in the case of Franchisor's owners) collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Entertainment and Fitness Center, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements, as well as Franchisee's compliance with this Agreement:

18.2.1. Franchisee has complied with the requirements set forth in Section 19;

18.2.2. all obligations owed to Franchisor or its affiliates by you, your owners, and/or your affiliates under this Agreement or any other Agreement, and all other outstanding obligations relating to the Franchised Entertainment and Fitness Center, are fully paid and satisfied;

18.2.3. Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters relating to this Agreement or the Franchised Entertainment and Fitness Center or incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

18.2.4. the prospective transferee has proven to Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, that Franchisor may require to demonstrate the prospective transferee's ability to operate the Franchised Entertainment and Fitness Center;

18.2.5. the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current franchise agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and Marketing Fund Contribution rates and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement;

18.2.6. the prospective transferee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities) with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

18.2.7. Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise or interest;

18.2.8. Franchisee or the prospective transferee has paid to Franchisor a transfer fee in the amount of TEN THOUSAND DOLLARS ($10,000.00);

18.2.9. all holders of a legal or beneficial interest in the prospective transferee have agreed to be personally bound jointly and severally by all provisions of the new franchise agreement for its entire term by executing a personal guaranty in such form as is prepared by Franchisor;

18.2.10. Franchisee has agreed to be bound to the obligations of the new franchise agreement and to guarantee the full performance thereof by the prospective transferee, if required by Franchisor;

18.2.11. the prospective transferee has obtained all necessary consents and approvals by third parties (such as the lessor of the Approved Location) and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

18.2.12. Franchisee has, and, if Franchisee is an entity, all of the holders of a legal or beneficial interest in Franchisee have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17;

18.2.13. the prospective transferee agrees that its Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Entertainment and Fitness Center;

18.2.14. the prospective transferee agrees to furnish evidence that all employed fitness trainers have obtained ACSM certification or an IDEA Health & Fitness Association membership; and

18.2.15. the prospective transferee has obtained all necessary types of insurance as described in Section 15.

18.3. Transfer to a Controlled Entity

18.3.1. If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which is entirely owned by Franchisee or by Franchisee's owners ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.3.1.1. the Controlled Entity is newly organized, and its charter provides, or articles of formation provide, that its activities are confined exclusively to the operation of the Franchised Entertainment and Fitness Center;

18.3.1.2. Franchisee or all holders of a legal or beneficial interest in Franchisee own, all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.1.3. all obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2.8;

18.3.1.4. the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Entertainment and Fitness Center. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

18.3.1.5. all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of Franchisee or the Controlled Entity under this Agreement;

18.3.1.6. each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

18.3.1.7. copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing the Controlled Entity's assumption of Franchisee's obligations under this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

18.3.1.8. The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

18.3.1.9. Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Entertainment and Fitness Center, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

18.3.1.10. ~~18.3.4~~ Franchisee has identified on Exhibit 4 all holders of a legal or beneficial interest in the controlled entity and has designated one managing owner upon whom Franchisor is entitled to rely regarding decisions involving the franchise.

18.4. Franchisor's Disclosure to Transferee

Franchisor has the right, without liability to Franchisee of any kind or nature whatsoever to make available for inspection by any intended transferee of Franchisee, or of an interest in Franchisee or in the Franchised Entertainment and Fitness Center or this Agreement, all or any part of Franchisor's records relating to this Agreement, the Franchised Entertainment and Fitness Center or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and releases and holds Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to Franchisee or the Franchised Entertainment and Fitness Center by an intended transferee identified by Franchisee.

18.5. For-Sale Advertising

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Entertainment and Fitness Center, or in any communication media, any form of advertising relating to the sale of the Franchised Entertainment and Fitness Center or the rights granted hereunder.

18.6. Transfer by Death or Incapacity

18.6.1.1. Upon the death or Incapacity of Franchisee (if Franchisee is an individual) or any holder of a legal or beneficial interest in Franchisee (if Franchisee is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Entertainment and Fitness Center or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein such deceased or incapacitated person resided, with such choice of law provision being applicable only for this Section 18.6. During such one hundred eighty (180) day period, the Franchised Entertainment and Fitness Center must remain at all times under the primary management of a Designated Manager who otherwise meets Franchisor's management qualifications.

18.6.1.2. Following such a death or Incapacity as described in this Section 18.6, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Entertainment and Fitness Center until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor. Franchisor may charge a management fee as stated in the Confidential Operations Manual from time to time, currently equal to SIX HUNDRED DOLLARS ($600.00) per day, and shall be entitled to reimbursement of any expenses it incurs that are not paid out of the operating cash flow of the Franchised Entertainment and Fitness Center.

19. RIGHT OF FIRST REFUSAL

19.1. Submission of Offer

If Franchisee, or any of its owners, proposes to sell or otherwise transfer (including a transfer by death or Incapacity pursuant to Section 18.6) the Franchised Entertainment and Fitness Center (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any interest in the Franchise granted hereunder, Franchisee shall obtain and deliver to Franchisor a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, , except with regards to a sale or transfer to a family member. The offer must apply only to an approved sale of the assets or interests mentioned above and may not include any other property or rights of Franchisee or any of its owners.

19.2. Franchisor's Right to Purchase

Unless the proposed sale or transfer is to a member of the immediate family of Franchisee (if Franchisee is an individual) or a holder of a legal or beneficial interest in Franchisee, Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any other form of payment proposed in such offer. Franchisor's credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty (60) days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, the representations and warranties contained in the proposal.

19.3. Non-Exercise of Right of First Refusal

If Franchisor does not exercise its right of first refusal within thirty (30) days from the date of delivery of all such documents, the offer or proposal may be accepted by Franchisee or its owner or owners,

as the case may be, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section.

19.4. Sales or Transfers to Family Excepted

If Franchisee, or any of its owners, proposes to sell or otherwise transfer the Franchised Entertainment and Fitness Center (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder to a member of Franchisee's (or its owner's) immediate family, then the terms and conditions of this Section 19 shall be inapplicable. Nothing in this Section 19.4 shall be construed to relieve Franchisee from full compliance with the terms and conditions of Section 18.2 prior to a sale or transfer to an immediate family member.

20. BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit 4 are the sole holders of a legal or beneficial interest (in the stated percentages) of Franchisee.

21. RELATIONSHIP AND INDEMNIFICATION

21.1. Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venturer, partner, employee, or servant of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Entertainment and Fitness Center operating the Franchised Entertainment and Fitness Center pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Approved Location and on all email forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, or any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Entertainment and Fitness Center. Any third party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone.

21.2. Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from

taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

21.3. Indemnification

WE WILL NOT ASSUME ANY LIABILITY OR BE DEEMED LIABLE FOR ANY AGREEMENTS, REPRESENTATIONS, OR WARRANTIES YOU MAKE THAT ARE NOT EXPRESSLY AUTHORIZED UNDER THIS AGREEMENT, NOR WILL WE BE OBLIGATED FOR ANY DAMAGES TO ANY PERSON OR PROPERTY DIRECTLY OR INDIRECTLY ARISING OUT OF THE OPERATION OF THE BUSINESS YOU CONDUCT PURSUANT TO THIS AGREEMENT, WHETHER OR NOT CAUSED BY EITHER PARTY'S NEGLIGENT OR WILLFUL ACTION OR FAILURE TO ACT. WE WILL HAVE NO LIABILITY FOR ANY SALES, USE, EXCISE, INCOME, GROSS RECEIPTS, PROPERTY, OR OTHER TAXES LEVIED AGAINST YOU OR YOUR ASSETS OR ON SAFARI RUN IN CONNECTION WITH THE BUSINESS YOU CONDUCT, OR ANY PAYMENTS YOU MAKE TO SAFARI RUN PURSUANT TO THIS AGREEMENT OR ANY FRANCHISE AGREEMENT (EXCEPT FOR SAFARI RUN'S OWN INCOME TAXES). WE ARE NOT A JOINT EMPLOYER OF YOUR EMPLOYEES AND WILL HAVE NO LIABILITY FOR ANY OBLIGATIONS YOU OWE TO YOUR EMPLOYEES OR FOR ANY OF YOUR EMPLOYMENT PRACTICES, INCLUDING BUT NOT LIMITED TO ANY VIOLATIONS OF STATE OR FEDERAL LABOR AND EMPLOYMENT LAWS. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION OF CUSTOMERS AND EMPLOYEES OF YOUR FRANCHISED BUSINESS AND WE WILL HAVE NO LIABILITY FOR ANY BREACHES OF SECURITY. YOU WILL PROVIDE SAFARI RUN TIMELY NOTICE OF CUSTOMER AND EMPLOYEE CLAIMS AND SUBMISSIONS TO YOUR INSURANCE CARRIERS. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS US, SAFARI RUN'S AFFILIATES, AND SAFARI RUN'S AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNEES (THE "INDEMNIFIED PARTIES") AGAINST, AND TO REIMBURSE ANY ONE OR MORE OF THE INDEMNIFIED PARTIES FOR, ALL CLAIMS, OBLIGATIONS, AND DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF YOUR CENTER'S OPERATION, THE BUSINESS YOU CONDUCT UNDER THIS AGREEMENT, OR YOUR BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION,

THOSE ALLEGED TO BE CAUSED BY THE INDEMNIFIED PARTY'S NEGLIGENCE, UNLESS (AND THEN ONLY TO THE EXTENT THAT) THE CLAIMS, OBLIGATIONS, OR DAMAGES ARE DETERMINED TO BE CAUSED SOLELY BY SAFARI RUN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN A FINAL, UNAPPEALABLE RULING ISSUED BY A COURT WITH COMPETENT JURISDICTION. FOR PURPOSES OF THIS INDEMNIFICATION, "CLAIMS" INCLUDE ALL OBLIGATIONS, DAMAGES (ACTUAL, CONSEQUENTIAL, OR OTHERWISE), AND COSTS THAT ANY INDEMNIFIED PARTY REASONABLY INCURS IN DEFENDING ANY CLAIM AGAINST IT, INCLUDING, WITHOUT LIMITATION, REASONABLE ACCOUNTANTS', ARBITRATORS', ATTORNEYS', AND EXPERT WITNESSES' 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. EACH INDEMNIFIED PARTY MAY DEFEND ANY CLAIM AGAINST IT AT YOUR EXPENSE AND AGREE TO SETTLEMENTS OR TAKE ANY OTHER REMEDIAL, CORRECTIVE, OR OTHER ACTIONS. THIS INDEMNITY WILL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THIS AGREEMENT'S EXPIRATION OR TERMINATION. AN INDEMNIFIED PARTY NEED NOT SEEK RECOVERY FROM ANY INSURER OR OTHER THIRD PARTY, OR OTHERWISE MITIGATE ITS LOSSES AND EXPENSES, IN ORDER TO MAINTAIN AND RECOVER FULLY A CLAIM AGAINST YOU UNDER THIS SECTION. YOU AGREE THAT A FAILURE TO PURSUE A RECOVERY OR MITIGATE A LOSS WILL NOT REDUCE OR ALTER THE AMOUNTS THAT AN INDEMNIFIED PARTY MAY RECOVER FROM YOU UNDER THIS SECTION. NOTHING HEREIN SHALL BE DEEMED TO IMPOSE ON FRANCHISEE A DUTY TO INDEMNIFY SAFARI RUN FOR ACTIONS OF SAFARI RUN WHICH VIOLATE ITS OBLIGATIONS TO THE FRANCHISEE HEREUNDER.

21.4. Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnitee. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if,

in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section causes any of Franchisee's insurers to refuse to pay a third party claim, all causes of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

22. GENERAL CONDITIONS AND PROVISIONS

22.1. No Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular obligation of or default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any other obligation or subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

22.2. Injunctive Relief

Nothing in this agreement bars Safari Run's right to obtain specific performance of the provisions of this agreement and injunctive relief against threatened conduct that will cause Us, the Marks, and/or the system loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. You agree that we may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. You agree that we will not be required to post a bond to obtain injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby). You agree to waive any claims for damage in the event there is a later determination that an injunction or specific performance order was issued improperly.

22.3. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the next business day after transmission by facsimile or other reasonably reliable electronic communication system; (c) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (d) five (5) business days after being sent by Certified Mail, return receipt requested, postage prepaid. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address:

Safari Run Enterprises, LLC
Attn: President
341 North Amphlett Boulevard
San Mateo, California 94401-1806

With a copy to: Mary Clapp, Esq.
mary@delafran.com

22.4. Cost of Enforcement or Defense

In any action for the collection of fees due under this Agreement or seeking injunctive relief, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, in connection with such proceeding.

22.5. Unlimited Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Unlimited Guaranty and Assumption of Obligations attached as Exhibit 3, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same. The spouse of such owner may also be required to sign a guaranty and consent to the owner's guaranty.

22.6. Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval, and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

22.7. Entire Agreement

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Franchisee. Franchisee acknowledges that Franchisee is entering into this Agreement as a result of its own independent investigation of the Franchised Entertainment and Fitness Center and not as a result of any representations

about Franchisor made by its shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus or other similar document given to Franchisee pursuant to applicable law.

22.8. Severability and Modification

22.8.1.1. Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration to be received by Franchisor under this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

22.8.1.2. Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent permitted by law.

22.8.3 If any lawful requirement or court order of any jurisdiction 1) requires a greater advance notice of the termination or non-renewal of this agreement than is required under this Agreement, or the taking of some other action which is not required by this Agreement, or 2) makes any provision of this agreement or any specification, standard, or operating procedure we prescribed invalid or unenforceable, the advance notice and/or other action required or revision of the specification, standard, or operating procedure will be substituted for the comparable provisions of this Agreement in order to make the modified provision enforceable to the greatest extent possible. You agree to be bound by the modification to the greatest extent lawfully permitted.

22.9. Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.10. Force Majeure

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies, neither party shall be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

22.11. Timing

Time is of the essence. Except as set forth in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.12. Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

22.13. Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.14. Third-Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

22.15. Multiple Originals

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original.

22.16. Communications with Government Agents

Nothing in this Agreement, including without limitation the covenants in paragraphs 3, 7.3.1, and 16.2.1.14 not to engage in any act injurious or prejudicial to the goodwill associated with the Marks or the System, shall be interpreted to prevent communications by Franchisee of truthful, factual information to any governmental body, agency, or regulator. No truthful, factual

communications made by a Franchisee to any governmental body, agency, or regulator shall be deemed a violation of this Agreement.

23. DISPUTE RESOLUTION

23.1. Choice of Law

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the state where the Franchised Entertainment and Fitness Center is located (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

23.2. Consent to Jurisdiction

Any action brought by either party, except those claims required to be submitted to arbitration, shall only be brought in the appropriate state or Federal court located in or serving San Mateo County, California, forsaking all other forums. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for only injunctive relief may be brought in either San Mateo County, California or where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

23.3. Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

23.4. Limitations of Claims

Any claim concerning the Franchised Entertainment and Fitness Center or this Agreement or any related agreement will be barred unless an action for a claim is commenced within one (1) year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim. Any proceeding will be conducted on an individual, not a class wide basis and a proceeding between Safari Run and you or your owners may not be consolidated with another proceeding between Safari Run and any other person or entity, nor may any claims of another party or parties be joined with any claims asserted in any action or proceeding between Safari Run and you. No

previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement.

23.5. Limitation of Damages

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Section 22.4. Franchisee waives and disclaims any right to consequential damages in any action or claim against Franchisor concerning this Agreement or any related agreement. In any claim or action brought by Franchisee against Franchisor concerning this Agreement, Franchisee's contract damages shall not exceed and shall be limited to refund of Franchisee's Franchise Fee and Royalty Fees.

23.6. Waiver of Jury Trial

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

23.7. Arbitration / Mediation

This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. Except for controversies or claims seeking only injunctive relief or relating to the ownership of any and all of Franchisor's intellectual property rights, including, but not limited to, Franchisor's Marks, copyrights or the unauthorized use or disclosure of Franchisor's Confidential Information, covenants against competition and other claims for injunctive relief, all disputes arising out of or relating to this Agreement or to any other agreements between the parties, or with regard to interpretation, formation or breach of this or any other agreement between the parties, shall be settled by binding arbitration conducted in San Mateo County, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator agreed upon by the parties or otherwise appointed ~~by the Superior Court for the State of California and located in San Mateo County, California.~~pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction. Any dispute arising out of or in connection with this arbitration provision, including any question regarding its existence, validity, scope, or termination shall be referred to and finally resolved by arbitration.

As a condition precedent to filing any action for arbitration, the Parties agree that all disputes, claims and disagreements which are subject to arbitration and which they are not able to resolve after negotiating in good faith shall be mediated by non-binding, mandatory mediation. The complaining Party must provide written notice to the other Party describing the nature of the dispute. The Parties shall then agree on a mediator within ten (10) days. If the parties are unable to agree on a mediator, the mediator shall be

appointed in accordance with the Commercial Mediation Rules and Regulations of the American Arbitration Association. Mediation may be held via web meeting or telephone or in San Mateo, California within thirty (30) days after a mediator has been selected or appointed.

Franchisee acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

24. ACKNOWLEDGMENTS

24.1. Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges that it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received, at least fourteen (14) calendar-days prior to the date on which this Agreement was executed, Franchisor's Franchise Disclosure Document.

24.2. Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

24.3. True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements and other submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

24.4. Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like an investment in any other business, an investment in a Safari Run Entertainment and Fitness Center involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.5. No Guarantee of Success

Franchisee represents and acknowledges that it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Entertainment and Fitness Center. Franchisee represents and acknowledges that there have been no representations by Franchisor's officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.

24.6. No Violation of Other Agreements

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

~~[Remainder of page intentionally left blank]~~

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement.
~~Agreement.~~

~~SAFARI RUN ENTERPRISES, LLC:~~

~~By:~~

~~Name printed:~~

~~Title:~~

~~FRANCHISEE:~~
~~(type/print name)~~

~~By:~~

~~Name:~~

~~Title:~~
~~[or, if an individual]~~

~~Signed:~~

~~Name printed:~~

Franchisor:
SAFARI RUN ENTERPRISES, LLC

By
Robert Eichensehr, CEO

Franchisee:

By:

Name:

Title:

EXHIBIT 1 TO THE FRANCHISE AGREEMENT

GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this ____ day of _____, 20____ _____ ("Effective Date") by _____, ("RELEASOR") an individual/corporation/ limited liability company/partnership with a principal address of _____ _____, in consideration of:

_____ the execution by Safari Run Enterprises, LLC, a California limited liability company ("RELEASEE"), of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "Franchise Agreement") between RELEASOR and RELEASEE; or

_____ RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement; or

_____ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement; or

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE'S officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR:_____
(type/print name)

By: _____

Name:_____

Title:_____
(or, if an individual)

Signed:_____

Name printed:_____

ACKNOWLEDGMENT

State of _____)
) ss
County of _____)

On this ____ day of _____, 20____ before me personally came _____, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the _____ _____ (title) of _____ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____ (NOTARIAL SEAL)
Notary Public
My Commission expires:

EXHIBIT 2 TO THE FRANCHISE AGREEMENT

NONDISCLOSURE AND NON-COMPETITION AGREEMENT

This "Agreement" made as of the ~~____ day of _____, 20____~~, _____ (the "Effective Date") is by and between _____, ("Franchisee") (d/b/a a Safari Run Franchise) and _____ ("Individual").

W I T N E S S E T H:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _____, 20__ ("Franchise Agreement") by and between Franchisee and Safari Run Enterprises, LLC ("Company"); and

WHEREAS, Franchisee desires Individual to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (i) that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) entertainment and fitness to children the same as or similar to those provided by Franchisee or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company's other franchisees (hereinafter, "Competitive Business"); provided, however, that the term "Competitive Business" shall not apply to any business operated ~~by Franchisee~~ under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical and non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in Safari Run Entertainment and Fitness Centers that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement "Confidential Information" means technical and non-technical information used in or related to Safari Run Entertainment and Fitness Centers that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information

contained in the Confidential Operations Manual and training guides and materials, and any log-in or password information used to access other Confidential Information and franchise system information. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of Individual; (ii) Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) Individual proves is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. <u>Confidentiality/Non-Disclosure</u>

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets. Each and every individual who will access Franchisor's Confidential Information and/or any site, program or system hosted, provided or maintained by or for Franchisor must have an individual log-in and password issued for such person to access such Confidential Information, site, program or system. No log-in or password may be issued or provided unless and until this Nondisclosure and Non-Competition Agreement has been executed by such individual and provided to Us. It shall be a material default of this Agreement for the undersigned to provide access in violation of this provision or to share any log-in or password access to such Confidential Information, site, program or system.

b) Individual's obligations under paragraph 2(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual's obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a Safari Run Entertainment and Fitness Center.

3. <u>Non-Competition</u>

a) During the term of Individual's relationship with Franchisee and for a period of two (2) years after the expiration or termination of Individual's relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, for the benefit of Individual or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, divert or attempt to divert any business or customer of Franchisee 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 (i) the Company's service mark "Safari Run®" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the

Company designates to be used in connection with Safari Run Entertainment and Fitness Centers or (ii) the Company's uniform standards, methods, procedures and specifications for the establishment and operation of Safari Run Entertainment and Fitness Centers.

b) During the term of Individual's relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, for the benefit of Individual or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business located or operating (a) within a twenty-five (25) mile radius of the Approved Location or within the Area of Primary Responsibility (whichever is greater), or (b) within a twenty-five (25) mile radius of the location of any other Safari Run Entertainment and Fitness Center in existence at the time of termination or expiration.

c) During the term of Individual's relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisee, Company or any other Safari Run Entertainment and Fitness Center to compete against, or terminate or modify his, her or its employment or business relationship with, Franchisee, Company or any other Safari Run Entertainment and Fitness Center.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including each restrictive covenant, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, an arbitrator or a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then such activity, time period or geographic restriction shall be reduced to the extent necessary to enable the arbitrator or court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the Individual and a duly authorized representative of Franchisee.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of where the Franchised Entertainment and Fitness Center is located

(without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law or laws as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds to the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving San Mateo County, California. The parties waive all objections to personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company or Franchisee where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the terms hereof, including, for example, confidentiality and non-competition provisions contained herein.

f) The failure of either party to insist, in any one (1) or more instances, upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of the other party with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) Subject to Section 4 above, in the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

j) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement of this Agreement by Franchisee or Company.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES

WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one (1) original being delivered to each party as of the day and year first above written.

WITNESS:

_____

FRANCHISEE:

By:_____

Its:_____

INDIVIDUAL:

Signature:_____

Name Printed:_____

EXHIBIT 3 TO THE FRANCHISE AGREEMENT

UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day of_____, 20____, by _____ _____ (collectively, "Guarantor").

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated _____ herewith ("Agreement") by Safari Run Enterprises, LLC ("Franchisor"), each of the undersigned hereby personally and unconditionally 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. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee's breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 6, 7 and 17 of the Agreement. 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 non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (a) its direct and immediate liability under this Guaranty shall be joint and several; (b) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and (d) such liability shall not be diminished, relieved or otherwise affected by any amendment or other modification of the Agreement by Franchisee and Franchisor, any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

Each of the undersigned agrees that fulfillment of any and all of Franchisor's obligations written in the Franchise Agreement or this Guaranty, or based on any oral communications which may be ruled to be binding in a court of law, shall be Franchisor's sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with Franchisor shall be personally liable to the undersigned for any reason. This is an important part of this Guaranty. You agree that nothing that you believe you have been told by us or our representatives shall be binding unless it is written in the Franchise Agreement or this Guaranty. Do not sign this Agreement if there is any question concerning its contents or any representations made.

Each of the undersigned represents and warrants that, if no signature appears below for such undersigned's spouse, such undersigned is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

This Guaranty represents the entire agreement and understanding of these parties concerning the subject matter hereof and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

Successors and Assigns; Death of Guarantor. This Guaranty shall be binding upon Guarantor and his or her heirs, executors, administrators, successors and assigns and shall inure to the benefit of Franchisor and its successors, endorsees, transferees and assigns. Without limiting any other provision hereof, Guarantor expressly agrees that Guarantor's death shall not serve as a revocation of or otherwise affect the guaranty made hereunder and that Guarantor's estate and heirs shall continue to be liable hereunder with respect to any Guaranteed Obligations created or arising before or after Guarantor's death.

The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and Franchisor, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of where the Franchised Entertainment and Fitness Center is located (without giving effect to principles of conflicts of law).

Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the Courts of the State of California and the United States District Court located in or serving San Mateo County, California and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guaranty or any of the other franchising agreements or in any way connected with or related or incidental to the dealings of Guarantor and Franchisor in respect of this Guaranty or any of the other franchising agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Franchisee and Franchisor or the conduct of any such persons in connection with this Guaranty, the other franchising agreements or otherwise shall be heard only in the courts described above (except that Franchisor shall have the right to bring any action or proceeding against Guarantor or his or her property in the courts of any other jurisdiction which Franchisor deems necessary or appropriate in order to realize on any collateral at any time granted by Franchisee or Guarantor to Franchisor or to otherwise enforce its rights against Guarantor or his or her property).

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

PERSONAL GUARANTOR	**PERSONAL GUARANTOR**
_____	_____
Personally and Individually (Printed Name)	Personally and Individually (Printed Name)
_____	_____
Personally and Individually (Signature)	Personally and Individually (Signature)
_____	_____
Name of Guarantor's Spouse (Printed Name)	Name of Guarantor's Spouse (Printed Name)
_____	_____

Signature of Guarantor's Spouse (Signature)

HOME ADDRESS

_____
_____
_____
_____

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:_____%

Signature of Guarantor's Spouse (Signature)

HOME ADDRESS

_____
_____
_____
_____

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:_____%

The undersigned, as the spouse of the Guarantor indicated below, acknowledges, consents to, and joins in the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

_____
Name of Guarantor's Spouse (Printed Name)

_____
Signature of Guarantor's Spouse (Signature)

_____
Name of Guarantor's Spouse (Printed Name)

_____
Signature of Guarantor's Spouse (Signature)

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____
_____

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____
_____

TELEPHONE NO.:_____ TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:_____% IN FRANCHISEE:_____%

The undersigned, as the spouse of the Guarantor indicated below, acknowledges, consents to, and joins in the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

_____ _____
Name of Guarantor's Spouse (Printed Name) Name of Guarantor's Spouse (Printed Name)

_____ _____
Signature of Guarantor's Spouse (Signature) Signature of Guarantor's Spouse (Signature)

EXHIBIT 4 TO THE FRANCHISE AGREEMENT

HOLDERS OF LEGAL OR BENEFICIAL INTEREST
IN FRANCHISEE; OFFICERS; DIRECTORS

ENTITY NAME:_____

STATE OF FORMATION:_____

FICTITIOUS NAME:_____**: Safari Run -** _____

Holders of Legal or Beneficial Interest:

~~Name:~~_____ ~~Name:~~_____
~~Position/Title:~~_____ ~~Position/Title:~~_____
~~Home Address:~~_____ ~~Home Address:~~_____
_____ _____
_____ _____
~~Telephone No.:~~_____ ~~Telephone No.:~~_____
~~E-mail address:~~_____ ~~E-mail address:~~_____
~~Percentage of ownership:~~ _____% ~~Percentage of ownership~~ _____%

~~Name:~~_____ ~~Name:~~_____
~~Position/Title:~~_____ ~~Position/Title:~~_____
~~Home Address:~~_____ ~~Home Address:~~_____
_____ _____
_____ _____
~~Telephone No.:~~_____ ~~Telephone No.:~~_____
~~E-mail address:~~_____ ~~E-mail address:~~_____
~~Percentage of ownership:~~ _____% ~~Percentage of ownership~~ _____%

~~Name:~~_____ ~~Name:~~_____
~~Position/Title:~~_____ ~~Position/Title:~~_____
~~Home Address:~~_____ ~~Home Address:~~_____
_____ _____
_____ _____
~~Telephone No.:~~_____ ~~Telephone No.:~~_____
~~E-mail address:~~_____ ~~E-mail address:~~_____
~~Percentage of ownership:~~ _____% ~~Percentage of ownership~~ _____%

Name (If an entity, list beneficial owners)	**Position/ Title**	**Percent of Ownership Interest Held**	**Contact Information (Home Address, Email, phone)**

Officers and Directors:

~~Name:~~ ~~Name:~~
~~Position/Title:~~ ~~Position/Title:~~
~~Home Address:~~ ~~Home Address:~~
~~Telephone No.:~~ ~~Telephone No.:~~
~~E-mail address:~~ ~~E-mail address:~~

~~Name:~~ ~~Name:~~
~~Position/Title:~~ ~~Position/Title:~~
~~Home Address:~~ ~~Home Address:~~
~~Telephone No.:~~ ~~Telephone No.:~~
~~E-mail address:~~ ~~E-mail address:~~

Name (If an entity, list individual with authority on behalf of entity)	**Position/ Title**	**Contact Information (Home Address, Email, phone)**

FRANCHISEE HEREBY DESIGNATES THE FOLLOWING INDIVIDUAL AS THE MANAGING OWNER, UPON WHOM FRANCHISOR IS ENTITLED TO RELY WITH RESPECT TO DECISIONS REGARDING THE FRANCHISE:

~~NAME:~~
~~ADDRESS:~~
~~TELEPHONE:~~
~~EMAIL:~~

Name (If an entity, list individual with authority on behalf of entity)	**Contact Information (Home Address, Email, phone)**

FRANCHISEE HEREBY DESIGNATES THE FOLLOWING INDIVIDUAL AS THE ONSITE MANAGER

Name	**Contact Information (Home Address, Email, phone)**

The undersigned, being all persons with an ownership interest in the franchisee, hereby certify:

1. We have addressed and agreed regarding what happens in the event of the death or disability of an owner. ~~That agreement is attached hereto.~~
2. We have addressed and agreed regarding what happens in the event one owner wishes to sell and the other owner(s) do(es) not. ~~That agreement is attached hereto.~~
3. We have addressed and agreed regarding what happens in the event one owner is no longer willing or able to perform duties necessary for the operation of the ~~JBF Consignment Sales~~Safari Run Business. ~~That agreement is attached hereto.~~
4. We have addressed and agreed on our obligations to communicate with each other and the consequences of failing to communicate. ~~That agreement is attached hereto.~~

[Signature]	[Signature]
[Print Name]	[Print Name]
Dated:	Dated:

EXHIBIT 4

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

MULTI-STATE ADDENDA

ADDENDUM TO THE FRANCHISE AGREEMENT
SAFARI RUN ENTERPRISES, LLC

FOR THE STATE OF CALIFORNIA

This Addendum to the Franchise Agreement is agreed to this ___ ~~day of _____~~, 20__, ~~is~~_____ by and between Safari Run Enterprises, LLC and _____ _____.

1. New Section 17.6 is inserted into the Franchise Agreement and states as follows:

   If termination is the result of Franchisee's default, Franchisee will pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Agreement and not as a penalty) equal to the total of all Royalty Fee payments for: (a) the twenty-four (24) calendar months of operation of Franchisee preceding Franchisee's default; (b) the period of time Franchisee has been in operation preceding the notice, if less than twenty-four (24) calendar months, projected on a twenty-four (24) calendar month basis; or (c) any shorter period as equals the unexpired term at the time of termination. The parties agree that a precise calculation of the full extent of the damages that Franchisor will incur on termination of this Agreement as a result of Franchisee's default is difficult and the parties desire certainty in this matter and agree that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur. This payment is in addition to any other remedies that Franchisor may have including recovery of attorneys' fees and costs.

2. Section 3.1 of the Franchise Agreement is amended to add the following:

   - All Franchise Fees payable by California Franchisees will be deferred until the Franchisor has completed all of its pre-opening obligations and Franchisee is open for business and operational.

3. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-31516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for Safari Run Enterprises, LLC is amended as follows:

   - The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement, specifically Sections 4.2 and 16.

   - Section 16.2.14, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

   - Section 17.2 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.

   - Paragraph 1 of this Addendum contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

   - Section 23.7 requires binding arbitration. The arbitration will occur at the forum indicated in Section 23.7, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult 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 of the State of California.

~~4~~ 4. No statement, questionnaire, acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

FOR THE STATE OF CONNECTICUT

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, _____, _____ between Safari Run Enterprises, LLC and _____ ("Franchisee") to amend and revise said Franchise Agreement as follows:

1. Section 3.1, "Franchise Fee," is amended to delete the following:

   - The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable, except under certain conditions set forth under Sections 5.2, 5.5 and 8.3.

2. Section 8, "Training and Assistance," is amended by the addition of the following language to the original language that appears therein:

   - "The required training shall commence no more than sixty (60) days after execution of this Agreement."

3. Section 9, "Confidential Operations Manual," is amended by the addition of the following language to the original language that appears therein:

   - "Franchisor shall provide the Confidential Operations Manual to the Franchisee no later than thirty (30) days after execution of this Agreement."

5. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Connecticut Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By:_____
Title:_____	Title:_____

FOR THE STATE OF HAWAII

This Addendum to the Franchise Agreement is agreed to this ~~___ day of _____~~, ~~20___~~,_____ is by and between Safari Run Enterprises, LLC and _____ _____.

1. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.*, the Franchise Agreement for Safari Run Enterprises, LLC is amended as follows:

- The Hawaii Franchise Investment Law provides rights to Franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Agreement, and more specifically Sections 4.2, 16 and 18.2 contain a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

- Sections 4.2.10, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise; such release shall exclude claims arising under the Hawaii Franchise Investment Law.

- Section 16.2.14, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

FOR THE STATE OF ILLINOIS

This Addendum to the Franchise Agreement is agreed to this ~~___ day of _____~~, ~~20___~~;_____ is by and between Safari Run Enterprises, LLC and _____ _____.

1. In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Franchise Agreement for Safari Run Enterprises, LLC is amended as follows:

- Sections 4.2, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 are amended to add:

  No general release shall be required as a condition of renewal or transfer that is intended to require Franchisee to waive compliance with the Illinois Franchise Disclosure Act, 815 ILCS 705.

- Sections 16, 17 and 23 are amended to add:

  The conditions under which the Franchise Agreement can be terminated and Franchisee's rights upon termination or non-renewal, as well as the application by which Franchisee must bring any claims, may be governed by the Illinois Franchise Disclosure Act, 815 ILCS 705/19 and 705/20.

- Sections 23.1 and 23.2 are amended to add:

  The Franchise Agreement shall be governed by Illinois law. Jurisdiction and venue for court litigations shall be in Illinois. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.

- Section 23.4 is amended to add:

  No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that the Franchisee may have a claim for relief in respect to conduct governed by the Act, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, whichever shall first expire.

- Section 23.6 is deleted in its entirety.

2. Any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

FOR THE STATE OF INDIANA

This Addendum to the Franchise Agreement is agreed to this ___ ~~day of~~ _____, ~~20~~__, ~~is~~_____ by and between Safari Run Enterprises, LLC and _____ _____.

1. In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, IC 23-2.2.7 and the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement for Safari Run Enterprises, LLC is amended as follows:

- Sections 4.2.10, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 do not provide for a prospective general release of claims against Franchisor that may be subject to the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law.

- Section 16 is amended to prohibit unlawful unilateral termination of a Franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

- Section 17.2 is amended subject to Indiana Code 23-2-2.7-1(9) to provide that post-term non-competitor covenants shall have a geographical limitation of the territory granted to Franchisee.

- Section 21.3 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.

- Section 23.1 is amended to provide that, in the event of a conflict of law, the Indiana Franchise Disclosure Law, IC 23-2-2.5, and the Indiana Deceptive Franchise Practices Law will prevail.

- Section 23.2 is amended to provide that Franchisee may commence litigation in Indiana for any cause of action under Indiana law.

- Section 23.7 is amended to provide that arbitration between Franchisor and Franchisee, shall be conducted at a mutually agreed upon location.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Indiana Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

FOR THE STATE OF MARYLAND

This Addendum to the Franchise Agreement is agreed to this ___ ~~day of _____, 20__~~, ~~is~~_____ by and between Safari Run Enterprises, LLC and _____ _____.

1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement for Safari Run Enterprises, LLC is amended as follows:

- Sections 4.2.10, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise; such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.

- Section 16.2.14, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

- Section 23.1 requires that the Franchise be governed by the laws of the State where the franchised entertainment and fitness center is located; however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.

- Sections 23.2 and 23.7 require litigation or arbitration to be conducted in the State of California; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

- Any Section of the Franchise Agreement requiring Franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing the Franchise 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.

- Section 23.4 is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

2. Any portion of the Franchise Agreement which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

FOR THE STATE OF MINNESOTA

This Addendum to the Franchise Agreement is agreed to this ~~___ day of _____, 20___,~~ ~~is~~_____ by and between Safari Run Enterprises, LLC and _____ _____.

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Franchise Agreement agree as follows:

- Sections 4 and 16 are amended to add that with respect to Franchises governed by Minnesota Law, Franchisor will comply with the Minnesota Franchise Law that requires, except in certain specified cases, that Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Agreement.

- Sections 4.2.10, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 do not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

- Section 6 is amended to add that as required by Minnesota Franchise Act, Safari Run Enterprises, LLC will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by Safari Run Enterprises, LLC, and so long as Safari Run Enterprises, LLC is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

- Section 23.4 is amended to state that any claim concerning the Franchised Entertainment and Fitness Center or this Agreement or any related agreement will be barred unless an arbitration or an action for a claim that cannot be the subject of arbitration is commenced within three (3) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to or the claim.

- Section 23.5 is deleted in its entirety.

- Section 23.6 is deleted in its entirety.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. However, Franchisor may seek such relief through the court system with or without a bond as determined by a court. Minn. Rule Part 2860.4400J prohibits Franchisee from waving its rights to a jury trial or waiving your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. To the extent that the Franchise Agreement requires Franchisee to waive these rights, the Franchise Agreement will be considered amended to the extent necessary to comply with the Minnesota Rule.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

FOR THE STATE OF NEW YORK

This Addendum to the Franchise Agreement is agreed to this ___ ~~day of _____~~, 20__, ~~is~~ _____ by and between Safari Run Enterprises, LLC and _____ _____.

1. In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§ 680 through 695, the Franchise Agreement for Safari Run Enterprises, LLC is amended as follows:

- Sections 4.2.10, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer; such release shall exclude claims arising under the General Business Laws.

- Under Section 18.1, Franchisor shall not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment, so long as it remains subject to the General Business Laws of the State of New York.

- Section 21.3 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.

- Section 23.1 requires that the Franchise be governed by the laws of the state Franchisor's principal business is then located, such a requirement will not be considered a waiver of any right conferred upon Franchisee by Article 33 of the General Business Laws.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the New York Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this ___ ~~day of _____~~, 20__, ~~is~~ _____ by and between Safari Run Enterprises, LLC and _____ _____.

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 *et seq.* Such provisions in the Agreement are hereby amended as follows:

- Under Sections 4.2.10, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6, the execution of a general release upon renewal, transfer, shall be inapplicable to Franchises operating under the North Dakota Franchise Investment Law to the extent that such a release excludes claims arising under the North Dakota Franchise Investment Law.

- Section 7 is amended to add that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

- Sections 17.1.5 and 17.1.6 are amended to state:

  If Franchisor or Franchisee is required to enforce this Agreement via judicial or arbitration proceedings, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and legal fees in connection with such proceeding.

- Section 17.2 is amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

- Section 23.1 is amended to state that in the event of a conflict of laws, North Dakota Law shall prevail.

- Section 23.2 is amended to add that any action may be brought in the appropriate state or federal court in North Dakota with respect to claims under North Dakota Law.

- Section 23.4 is amended to state that the statute of limitations under North Dakota Law shall apply.

- Sections 23.5 and 23.6 are deleted in their entireties.

- Section 23.7 is amended to state that arbitration involving a Franchise purchased in North Dakota must be held either in a location mutually agreed upon prior to the arbitration, or if the parties cannot agree on a location, the arbitrator will determine the location.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

FOR THE STATE OF RHODE ISLAND

This Addendum to the Franchise Agreement is agreed to this ___ ~~day of _____, 20__~~, ~~is~~_____ by and between Safari Run Enterprises, LLC and _____ _____.

1. In recognition of the requirements of The Rhode Island Franchise Investment Act §19-28.1-14, the Franchise Agreement for Safari Run Enterprises, LLC is amended as follows:

- Sections 4.2.10, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer; such release shall exclude claims arising under The Rhode Island Franchise Investment Act.

- Sections 23.1, 23.2 and 23.7 are amended to state that restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under The Rhode Island Franchise Investment Act.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title: _____	Title: _____

FOR THE COMMONWEALTH OF VIRGINIA

This Addendum to the Franchise Agreement is agreed to this ___ ~~day of~~ _____, 20__, ~~is~~_____ by and between Safari Run Enterprises, LLC and _____ _____ to amend and revise said Franchise Agreement as follows:

- Section 16.2.14, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

- Section 16.2.21 of the Franchise Agreement will not be applicable to the Franchise Agreement signed by the Virginia franchisee entering into the attached agreement.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

FOR THE STATE OF WASHINGTON

This Addendum to the Franchise Agreement is agreed to this ___ ~~day of _____, 20__~~, ~~is~~_____ by and between Safari Run Enterprises, LLC and _____ _____.

1. In recognition of the requirements of the Washington Franchise Investment Protection Act, Washington Rev. Code §§19.100.010 – 19.100.940, the Franchise Agreement for Safari Run Enterprises, LLC is amended as follows:

- The Washington Franchise Investment Protection Act provides rights to Franchisee concerning non-renewal and termination of the Franchise Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act shall control.

- Sections 4.2.10, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer; such release shall exclude claims arising under the Washington Franchise Investment Protection Act.

- Section 23.1 requires that the Franchise be governed by the laws of the State where the franchised entertainment and fitness center is located; such a requirement may be unenforceable in the event of a conflict with the Washington Franchise Investment Protection Act. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

- Sections 23.2 and 23.7 require litigation or arbitration to be conducted in the State of California; the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.

- Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, or restrict or limit rights or remedies available to a franchisee under the Act, such as a waiver of the right to a jury trial, may not be enforceable.

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

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Washington Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

FOR THE STATE OF WISCONSIN

This Addendum to the Franchise Agreement is agreed to this ___ ~~day of _____~~, 20__, ~~is~~_____ by and between Safari Run Enterprises, LLC and _____ _____ to amend and revise said Franchise Agreement as follows:

1. The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Sec. 135.01-135.07 shall supersede any conflicting terms of the Franchise Agreement.

2. This provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Safari Run Enterprises, LLC:	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

EXHIBIT 6 TO FRANCHISE AGREEMENT

DE-IDENTIFICATION

1. Remove and/or paint over all existing paint colors to colors not confusingly similar to the colors in use at the time of termination. At the time of the signing of this agreement, Safari Run uses Kelly Moore Brand: Lemon Grass, Prairie Dog, Navajo White, Full Sun and Spanish Sand.
2. Convey and Deliver to Safari Run all items bearing the Marks.
3. Remove all custom murals.
4. Remove and Deliver to Safari Run all Confidential Information including but not limited to: Front desk kiosk; Operations Manuals; Party brochures and procedures; Open Play calendars and procedures; Fitness brochures, work books, parent letters and procedures; Summer Camp brochures, parent letters, event calendars and procedures, Parent Night Out brochures and procedures, Membership brochures and procedures, Employee handbooks, Waviers
5. Remove the Custom Safari themed play structure.
6. Remove the Custom Running track flooring
7. Remove the Custom Dark brown metal fence and gate with bamboo and rope cap
8. Remove the Bamboo trim around doors
9. Remove the Custom Bamboo themed front desk
10. Remove the Large leaves on poles and over ceiling lights
11. Remove the Custom Murals with I-spy items hidden inside
12. Remove the Custom Canopies in kitchen
13. Remove the Custom Palm thatching
14. Remove the Custom Melissa and Doug merchandise in lobby
15. Remove the Custom Wood signs
16. Remove the Custom Fake palm trees
17. Remove the Custom Safari animal pictures throughout
18. Remove or Cover the Paralam exposed beams
19. Remove or cover the Custom murals on the Heater and AC ducts
20. Remove the Brown/gold table cloths
21. Remove the Custom Animal print pizza warmer
22. Remove the Custom Birthday cake rolling cart
23. Remove the Custom Wash your paws with animal paw prints above sink
24. Remove the Almond gold granite throughout
25. Remove the Custom Wall hanging animal heads made out of paper mache

EXHIBIT 7

LEASE ADDENDUM

RIDER AND SPECIAL STIPULATIONS

TO LEASE AGREEMENT DATED _____
BY AND BETWEEN

_____, AS "LANDLORD"
AND

_____, AS "TENANT" FOR THE DEMISED PREMISES ("PREMISES") DESCRIBED THEREIN

This Rider and the provisions hereof are hereby incorporated into the body of the lease to which this Rider is attached (the "Lease"), and the provisions hereof shall be cumulative of those set forth in the Lease, but to the extent of any conflict between any provisions of this Rider and the provisions of the Lease, this Rider shall govern and control.

1. Consent to Collateral Assignment to Franchisor; Disclaimer. Landlord acknowledges that Tenant intends to operate a Safari Run Entertainment and Fitness Center Franchise in the Premises, and that Tenant's rights to operate a Safari Run Entertainment and Fitness Center Franchise and to use the Safari Run's Company name, trademarks and service marks are solely pursuant to a franchise agreement ("Franchise Agreement") between Tenant and Safari Run Enterprises, LLC ("Franchisor"). Tenant's operations at the Premises are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until Franchisor or another franchisee expressly assumes such obligations and takes actual possession of the Premises. Notwithstanding any provisions of this Lease to the contrary, Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to (i) the collateral assignment of Tenant's interest in this Lease to Franchisor or Franchisor's designee to secure Tenant's obligations to Franchisor under the Franchise Agreement, and/or (ii) Franchisor's succeeding to Tenant's interest in the Lease as a result of Franchisor's exercise of rights remedies under such collateral assignment or as a result of the expiration or termination of the Franchise Agreement, or exercise of rights or remedies granted in or under, any other agreement between Tenant and Franchisor or Franchisor's affiliates, and/or (iii) Tenant's, Franchisor's and/or any other franchisee of Franchisor's assignment of the Lease to another franchisee or designee of Franchisor. Landlord, Tenant and Franchisor agree and acknowledge that simultaneously with such assignment pursuant to the immediately preceding sentence, Franchisor shall be released from all liability under the Lease or otherwise accruing after the date of such assignment (in the event Franchisor is acting as the assignor under such assignment), but neither Tenant nor any other franchisee shall be afforded such release in the event Tenant/such franchisee is the assignor unless otherwise agreed by Landlord. Landlord further agrees that all unexercised renewal or extension rights shall not be terminated in the event of any assignment referenced herein, but shall inure to the benefit of the applicable assignee.

2. Use of Premises. Without limitation of uses permitted under the Lease, but in expansion thereof, the Premises may be used for the purpose of conducting the business of a Entertainment and Fitness Center offering that provides fun, open play, parties, camps and fitness classes focusing on healthy living for children 3 to 13 years of age, with an area where toys and gifts are displayed for sale and a kitchen where food can be ordered and brought in for parties, as well as other ancillary purposes associated therewith, under the Safari Run Company trade name.

3. Compliance of Premises With Applicable Law; Parking. Landlord represents and warrants that as of the date hereof the Premises are in compliance with all applicable law. Tenant shall have the right to use parking spaces for its guests, invitees and employees in an amount at least sufficient to comply with applicable zoning and other laws. The use of the parking spaces is provided by Landlord to Tenant without additional charge.

4. Radius/Relocation. Any radius restrictions or relocation provisions found in the Lease are hereby deleted and of no further force or effect.

5. Tenant's Signage and Installations. Notwithstanding anything in the Lease contained to the contrary or in conflict, Landlord hereby grants and approves the following signage and/or installation rights:

5.1. Landlord agrees to allow Tenant to use Franchisor's standard signage and painting packages to the maximum extent permitted by local governmental authorities.

5.2 Tenant shall be provided, at Tenant's sole cost and expense, with a panel on any pylon/monument/directory sign for the development in which the Premises is located, and shall be permitted to install a standard sign thereon as approved by Franchisor, including without limitation Franchisor's logo.

5.3 Landlord agrees to allow Tenant to install all items of Franchisor's 'trade dress' on the interior of the Premises, including but not limited to signage featuring the Safari Run Design Mark.

6. Common Areas. If the Premises is located within a complex, Landlord shall not change or alter the common areas in any manner which would alter the dimensions or location of the Premises or adversely affect the use, operation or conduct of Tenant's business being conducted in the Premises, adversely affect the accessibility or visibility of the Premises or reduce the current ratio of parking to rentable square feet in the Complex by more than ten percent (10%). The costs of capital improvements to the common areas (defined as any costs which, in accordance with generally accepted accounting principles, are not fully chargeable to current expenses in the year the expenditure is incurred) shall be excluded from the calculation of Tenant's common areas costs pass through, if any. Tenant's pro rata share of any common areas costs or similar charge shall be based upon the total leaseable square footage in the complex (including out-parcels).

7. Landlord's Warranties. Landlord represents, covenants and warrants (i) that it has lawful title to the Premises and has full right, power and authority to enter into the Lease; (ii) that the Premises and (if applicable) the complex are in compliance with the Americans with Disabilities Act ("ADA"); (iii) that the permitted "use" of the Premises does not currently violate the terms of any of Landlord's insurance policies; (iv) that it currently maintains all risk of physical loss coverage for the full replacement cost of the Premises and shall maintain throughout the term of the Lease general liability insurance coverage for the Premises consistent with that being maintained from time to time by reasonably prudent owners of properties similar

to the Premises in the same area; (v) that so long as Tenant pays all monetary obligations due under the Lease and performs all other covenants contained therein, Tenant shall peacefully and quietly have, hold, occupy and enjoy the Premises during the term of the Lease and its use and occupancy thereof shall not be disturbed; and (vi) that (a) the Premises and, if applicable, the Complex, has the proper zoning and a legally adequate number of parking spaces for Tenant's permitted use, and (b) Tenant's permitted use does not violate any contracts or agreements to which Landlord is a party or any other covenants, conditions, restrictions or agreements applicable to the Premises or the Complex. Landlord covenants and agrees that it shall take no action that will interfere with Tenant's intended usage of the Premises. Landlord shall indemnify and hold harmless Tenant and its officers, partners, agents and employees from and against any loss, cost, liability, damage or expense arising out of (i) Landlord's management and operation of the complex (if applicable), (ii) Landlord's breach in the performance of any of its obligations under the Lease or (iii) any violation of law by Landlord or any other act or omission of Landlord or its contractors, agents or employees. The foregoing indemnification shall survive expiration or termination of the Lease.

8. Hazardous Materials. Landlord represents and warrants that the Premises are free of all asbestos, asbestos containing materials and other hazardous or toxic materials (collectively, "Hazardous Materials"). Tenant shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the Premises. Landlord shall be solely responsible for any changes to the Premises relating to Hazardous Materials (at Landlord's expense and not as a charge to Tenant's build out allowance), unless those Hazardous Materials were brought onto the Premises by Tenant. Landlord shall indemnify and hold Tenant harmless from and against all liabilities, costs, damages and expenses which Tenant may incur (including reasonable attorneys' fees) as the result of a breach of Landlord's representation and warranty set forth in this paragraph or the presence of Hazardous Materials in or about the Premises, unless those Hazardous Materials were brought onto such areas by Tenant.

9. Insurance and Waiver of Subrogation. Tenant may maintain the required liability insurance in the form of a blanket policy covering other locations of Tenant in addition to the Premises. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to its insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with this provision.

10. Mitigation/Reasonableness. Landlord shall use reasonable efforts to mitigate its damages in the event of a Tenant default. Wherever either party to the Lease is required or requested to give its consent, such consent shall not be unreasonably withheld.

11. Notice and Cure Rights to Franchisor. Prior to exercising any remedies hereunder (except in the event of imminent danger to the Premises), Landlord shall give Franchisor written notice of any default by Tenant, and commencing upon receipt thereof by Franchisor, Franchisor shall have ten (10) additional days to the established cure period as is given to Tenant under the Lease for such default, provided that in no event shall Franchisor have a cure period of less than (i) ten (10) days after Franchisor's receipt of such notice as to monetary defaults or (ii) thirty (30) days after Franchisor's receipt of such notice as to non-monetary defaults. Landlord agrees to accept cure tendered by Franchisor as if the same was tendered by Tenant, but Franchisor has no obligation to cure such default. The initial address for notices to Franchisor is as follows:

Safari Run Enterprises, LLC
Attention: Robert Eichensehr
341 North Amphlett Boulevard
San Mateo, California 94401-1806

12. Non-disturbance from Mortgage Lenders. Notwithstanding anything contained in the Lease to the contrary or in conflict, it shall be a condition of the Lease being subordinated to any mortgage, deed of trust, deed to secure debt or similar encumbrance on the Premises that the holder of such encumbrance agree not to disturb Tenant's rights under this Lease or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations hereunder beyond an applicable grace or cure period provided herein (as may be extended from time to time pursuant to paragraph 11 immediately above).

CHECK THE FOLLOWING PARAGRAPH THAT APPLIES. CHECK ONLY ONE. IF NONE IS CHECKED, THEN CLAUSE a) BELOW WILL BE APPLICABLE, AND CLAUSE b) BELOW WILL BE DEEMED DELETED

A) ☐ Landlord represents and warrants that on the date hereof no mortgage, deed of trust, deed to secure debt or similar encumbrance encumbers the Premises.

B) ☐ A mortgage, deed of trust or deed to secure debt currently encumbers the Premises. It is a condition precedent to Tenant's obligations under this Lease that the holder of such encumbrance enter into a written subordination and non-disturbance agreement with Tenant, in form acceptable to Franchisor.

13. Financing of Trade Fixtures by Franchisor and Security Interest. Any security interest and/or Landlord's lien in Tenant's trade fixtures, 'trade dress', equipment and other personal property in the Premises is hereby subordinated to any security interest and pledge granted to Franchisor in such items. The parties acknowledge that there may be certain personal property in the Premises which are not owned by Tenant, which property shall not be subject to any lien of Landlord. Upon request, Landlord shall grant the party who owns such property reasonable access to the Premises for the sole purpose of removing such property, provided such party repairs any damage caused by such removal and otherwise complies with Landlord's reasonable requirements with respect to such access.

14. Tenant Approvals. Notwithstanding anything in the Lease to the contrary, if Tenant is unable to obtain licenses, building permits, signage permits, variances, subdivision approvals, special use permits and other governmental approvals necessary to construct and operate a Safari Run Entertainment and Fitness Center Franchise (all of the foregoing licenses, permits and approvals are hereinafter referred to as the "Tenant Approvals") within thirty (30) days after Landlord's approval of Tenant's Plans, Tenant may terminate this Lease by written notice to Landlord, effective as of the date of delivery of written notice to Landlord thereof and any remaining security deposit shall be returned to Tenant, and any rentals paid in advance shall be prorated accordingly.

15. Third Party Beneficiary. For so long as Franchisor holds a collateral assignment of the Lease, Franchisor is a third party beneficiary of the Lease, including, without limitation, this Rider, and as a result thereof, shall have all rights (but not the obligation) to enforce the same.

16. Franchisor Right to Enter. Landlord acknowledges that, under the Franchise Agreement, Franchisor or its appointee has the right to assume the management and operation of the Tenant's business, on Tenant's behalf, under certain circumstances (to-wit: Tenant's abandonment, Tenant's failure to timely

cure its default of the Franchise Agreement or any system standards of Franchisor, upon an agreement with Tenant, and while Franchisor evaluates its right to purchase the Entertainment and Fitness Center). Landlord agrees that Franchisor or its appointee may enter upon the Premises for purposes of assuming the management and operation of Tenant's Entertainment and Fitness Center as provided in the Franchise Agreement and/or management agreement between Tenant and Franchisor (or its affiliate) and, if it chooses to do so, it will do so in the name of the Tenant and without assuming any direct liability under the Lease. Further, upon the expiration or earlier termination of this Lease or the Franchise Agreement, Franchisor or its designee may enter upon the Premises for the purpose of removing all signs and other material bearing the Safari Run name or trademarks, service marks or other commercial symbols of Franchisor.

17. Amendments. Tenant agrees that the Lease may not be terminated, modified or amended without Franchisor's prior written consent, nor shall Landlord accept surrender of the Premises without Franchisor's prior written consent. Tenant agrees to promptly provide Franchisor with copies of all proposed modifications or amendments and true and correct copies of the signed modifications and amendments.

18. Copy of Lease. Landlord agrees to provide Franchisor with a copy of the fully-executed Lease within ten (10) days of its full execution by Landlord and Tenant to:

Safari Run Enterprises, LLC
Attention: Robert Eichensehr
341 North Amphlett Boulevard
San Mateo, California 94401-1806

19. Counterparts. This Rider may be executed in one or more counterparts, each of which shall cumulatively constitute an original. PDF/Faxed signatures of this Rider shall constitute originals of the same.

AGREED and executed and delivered under seal by the parties hereto as of the day and year of the Lease.

LANDLORD: _____ **TENANT**: _____

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

EXHIBIT 8
to Safari Run Franchise Agreement
Online/Social Media Advertising Permission Request

I, _____, hereby request approval ofthat Safari Run Enterprises, LLC ("Safari Run") to advertise and/or list establish pages/listings for my franchised business known as Safari Run Business for _____ Territory in _____ on the followingbelow listed online listing or forum (the "Forum"):pages/sites/platforms and authorize me to make postings on such platforms:

Name of Forum: (e.g. **Facebook** , Twitter, Pinterest)	**Google My Business**
URL for listing/page: **Instagram**	
Administrative Log-in Name: **TikTok**	
Password: **YouTube**	

(For Facebook Accounts, please make a separate administrative account naming Robert Eichensehr as an administrator. For all other Forums, please provide your standard administrative log-in information.)

1. I hereby assign to Safari Run any and all rights I may have to the Forum.

1. I hereby acknowledge and agree that Safari Run owns all rights to all online pages/sites/platforms regarding the franchised business, including without limitation all information, data, and/or reviews generated through the pages/sites/platforms. I agree to follow Safari Run's instructions for establishing the pages/sites/platforms and/or transferring administrative rights to such pages/sites/platforms.

2. I agree to diligently monitor and update the Forumeach platform.

3. I agree to promptly and courteously respond to any and all comments, concerns, questions, and/or postings made on the Forumeach page/site/platform.

4. I agree that Safari Run has no obligation to but has the right to monitor, modify, and/or update the Forum and may make postings to the Forum on my behalfpages/sites/platforms.

1. 5. I agree to comply with Safari Run's advertisingmarketing and social media policies as modified from time to time.

2. 6. TWW may, but is not required to, specify from time to time in the Operations Manual certain online social media postings that, when made in accordance with the System Standards on these authorized platforms do not require pre-approval prior to posting. In all cases, The Wellness Way reserves the absolute right, at its sole discretion, to require removal or discontinuance of any posting or marketing.

2.3. I understand that Safari Run reserves the right to revoke this approval for posting on any page/site/platform by providing written notice to me.

Franchisee

Inserted Cells

~~_____ _____~~
~~_____ _____~~
~~Date~~

~~Name & Title_____~~

~~**Approved by Franchisor:**~~

~~**SAFARI RUN ENTERPRISES, LLC a California limited liability company**~~

~~By:_____~~
~~Robert Eichensehr~~

4. I certify to Safari Run that there are no websites, social media pages or other electronic media related to my franchised The Wellness Way Clinic or the services provided through my clinic, other than those for which I have obtained written permission from Safari Run.

Franchisee	**Approved by Franchisor**: **SAFARI RUN ENTERPRISES LLC**
_____	_____
(signature)	Rob Eichensehr, CEO
Print Name & Title_____	

Exhibit 9 to Safari Run Franchise Agreement
Pre-Opening Certification

~~I,~~ _____~~,~~I do hereby certify to Safari Run Enterprises, LLC the following:

1. I understand that it is my responsibility to ensure that my Safari Run Business operates in accordance with all laws, rules, and regulations.

2. I have obtained a consultation with the advisor(s) of my choice regarding the laws applicable to family entertainment and fitness center business operations in my territory and the treatment of Individuals providing assistance to my Business.

3. I have completed the Safari Run initial training program.

4. I have received adequate training, and I understand the legal requirements of operating a Safari Run Business in my Territory.

5. I will use my best efforts to operate my Safari Run Business in accordance with all Safari Run Operating requirements and all laws, rules, & regulations.

Franchisee

_____ _____
Date

Name & Title_____

Guarantor

_____ _____
Date

Name & Title_____

_____ _____

Date

Name & Title_____

EXHIBIT 8

SAFARI RUN ENTERPRISES, LLC

TABLE OF CONTENTS
OF CONFIDENTIAL OPERATIONS MANUAL
(containing approximately 560 pages as of the date of this Disclosure)

EXHIBIT D TO THE DISCLOSURE DOCUMENT

SAFARI RUN
FRANCHISE OPERATIONS MANUAL
Master Table of Contents

A

INTRODUCTION

Letter from the Founders A-1

History and Philosophy of Safari Run Enterprises, LLC A-3

Vision Statement A-5

Mission Statement A-6

Services of the Franchisor Organization A-7

Responsibilities of a Safari Run Franchisee A-10

Visits from the Corporate Office A-13
- Your Field Consultant A-14
- Field Visit Confirmation A-16
- Franchise Survey Form A-17

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Safari Run Enterprises, LLC

B
ESTABLISHING A SAFARI RUN BUSINESS

Introduction B-1

Selecting Your Business Type B-2

Your Status as a Franchisee B-8

Required Insurance Coverages B-10

Required/Recommended Bank Accounts B-12

Required Hardware and Software B-13

Licenses and Permits B-14

Selecting and Developing Your Site B-17

Required Lease Inclusions B-20

Décor Specifications B-22
Safari Run Photograph Tour B-24

Vehicle Specification B-38

Contracting Utilities and Services B-39
Selecting the Right Phone Service B-41

EXHIBIT D

The Safari Run Logo Specifications B-42
Sample Logo B-43
Recommended Initial Inventory B-44
Ordering Supplies B-45
Fitness Posters B-45
Infocus Telecom B-46
Decorations B-47
Arcade Supplies B-48
Decorations B-49
Drinks, Utensils, Paper Goods, Office Supplies, Socks B-50
Computers and Printers B-55
Furniture B-56
Parking Lot Signs B-56
Arcade Prizes B-58
Fans B-62
Electronics B-63
Cleaning Supplies, Paper Towels, Toilet Paper B-64
Tokens B-68
Decorations B-69
Various Items B-70
Gift Cards B-71
Fitness Supplies, Crafts B-72
Miscellaneous Vendors B-73
Tickets B-74
Name Tags B-75
Signs B-75
Office Supplies B-77
Decorations B-78
Various Supplies B-79
Arcade Prizes, Goodies Bags B-80

EXHIBIT D

Refrigerator B-81
Fitness Supplies B-82
Drinks, Paper Goods B-83
Office Supplies B-85
Paper Bags, Birthday Signs B-88
Play Structure Equipment B-89
Plexi-Glass B-89
Socks, Decorations, Utensils B-90
Metal Fabrications B-92

Food Purchasing Specifications B-93

Standards of Cleanliness B-94

Paying Taxes B-95
Federal Taxes B-98
State Taxes B-101
County or Town Taxes B-103
Federal Tax Filing Checklist B-104

Paying Additional Fees B-105

EXHIBIT D

C

PERSONNEL

Introduction C-1

Contacting the U.S. Department of Labor and Local State Labor Bureaus C-2

Complying with the Department of Homeland Security C-3

The Safari Run Policy on Sexual Harassment C-5

A Profile of the Ideal Safari Run Employee C-6

The Recruitment and Selection Process C-8
- Criminal Background Check C-10
- Sample Criminal Background Investigation Authorization Form C-11
- Employment Red Flags C-12
- Sample Application for Employment C-13

CPR and First Aid Certification C-16

Protecting the Safari Run System C-17
- Sample Non-Disclosure and Non-Competition Agreement C-18

Opening Personnel Files C-19

The Introductory Period C-21

Job Descriptions C-22
- Owner/Operator C-23
- Weekend Party Manager C-25

Weekday Front Desk Personnel C-27
Weekend Front Desk Personnel C-30
Weekend Party Hosts C-33
Janitorial Staff C-36
Full-Day Camp Leader C-39
Full-Day Camp Co-Leader C-42
Half-Day Camp Leader C-45
Half-Day Camp Co-Leader C-48
Weekday Fitness Instructor C-51

Orientation and Training of Personnel C-55
Employee Training Outline C-57

Scheduling Employee Work Hours C-62
Scheduling Shifts C-64
Sample Employee Schedule C-66
Employee Phone List C-67

Time Reporting Procedures C-68
Time Reporting and the Point of Sale System C-69
Sample Employee Hours Checklist C-71

The Safari Run Uniform/Dress Code C-72

Establishing Personnel Policies C-74
Personnel Policy Worksheet C-75

Evaluating Employees C-80
Safari Run Employee Self Evaluation C-82

EXHIBIT D

Employee Progress Report C-84

Drug and Alcohol Policy C-85

Smoking Policy C-89

Fragrance-Free Workplace C-90

Media Contact C-91

Discipline and Termination C-92
Statement of Warning C-95
Separation Notice for Resignation C-96
Separation Notice for Termination C-97

D

DAILY PROCEDURES

Introduction D-1

Suggested Business Hours D-2

Daily Opening and Closing Duties D-3
Opening Procedures D-4
Closing Procedures D-5

Maintaining Customer Lists D-6

Customer Check-in Procedures D-7
Sample Waiver Form D-11
Ewaiver Form D-12
Putting Waiver Form Emails Addresses into Constant Contact D-14

EXHIBIT D

Parties D-15
Party Packages D-17
Party Rules D-18
Additional Items That May Be Purchased from Safari Run D-19
Helpful Party Tips D-20
How to Book a Party D-21
Online Booking Procedures D-23
Sample Booking Sheet D-24
Booked Parties to be Updated on the Web Calendar Sheet D-25
Sample Party Schedule Sheet D-26
Sample Confirmation Letters D-27
Deposits D-32
Handling Duplicate Work Orders D-36
Party Refunds D-37
Non-Refundable Deposit Procedure D-38
Parities – Refunding a Deposit D-41
Sending Party Details Emails D-42
Preparing for the Week's Parties D-43
Creating Gift Cart Sign D-44
How to Host a Party D-45
Flagging Special Customers D-54
Sample Front Desk Cheat Sheet D-55
Sample Invitation-Sized Waiver Form D-56
Sample Party Invitation D-57
Sample Comment and Suggestion Form D-58

Open Play D-59
Open Play Rules D-60
Open Play on Busy Days (Holidays and Rainy Days) D-61
20 Session Key Tag D-62
Sample Safari Run Monthly Schedule D-74

Camps D-75
How to Book a Camp D-76
Correcting Errors in Camps D-79
Sample Camp Ad D-80
Sample Registration Form D-81
Camp Policies and Procedures Forms D-82
Camp Curriculum D-88
Sending Emails D-89

Fitness Program D-90
Sample Lesson Plan Schedules D-91
How to Book Fitness Classes D-94
Sample Fitness Class Registration Form D-96
Sample Fitness Sign-Up Sheet D-97
Receiving Roll List From Out-Side D-98
Checking in a Fitness Class and Receiving Payment D-99
Sample Roll Call Sheet ..... D-100 Policies and Procedures Forms D-101
Working with a Recreation Center D-104
Working with a Home School D-105
Fitness Program Curriculum D-106

Emails D-107
Managing Email Addresses D-111
Sending Customer Emails D-114
Managing Summer Camp Picture Email Addresses D-121
Managing Email Addresses D-125
Sending Marketing Emails D-127
Checking Emails D-128

Checking Telephone Messages D-129

Important Forms Kept at the Front Desk D-130
Sample Front Desk To-Do List Sheet D-138

Employee Job Duties Procedures D-139

Organization of Front Desk/Lobby Area D-157

Retail Merchandise D-162
How to Sell Merchandise D-162
Customer Returns D-164
Ordering and Receiving Inventory D-167
Recording Damaged, Stolen, Donated or Used Merchandise D-174

Sample Calendar Flyer D-175

Gift Card Procedures D-177

End-of-the-Day Reconciliation Procedures D-180

Procedures for Accepting Payment D-184
Accepting Cash D-185
Accepting Checks D-186
Accepting Credit Cards D-188

Daily Banking Procedures D-189

The Daily Cash Report D-191
Sample Daily Cash Report D-192

Cash Control D-194

Franchise Reporting Requirements and Procedures D-196
Statement of Gross Sales D-198
Advertising Activity Report D-199

Preparing Financial Statements D-200
Safari Run Model Chart of Accounts D-201
Sample Income Statement Format D-202
Sample Balance Sheet Format D-203

Customer Service D-204
Handling Customer Complaints D-206

Pricing Safari Run Services D-208

Conducting Inventory D-209
Ordering Inventory D-210
Receiving Inventory D-212
Completing the Inventory Form D-213

Using Approved Sources D-214
List of Approved Suppliers D-215
Birthday Cards D-215
Erasers D-215
Arcade Prizes, Retail D-217
T-Shirts D-218
Merchandise, Retail D-218
Fitness Posters D-219
Phones D-220
Decorations D-221
Arcade Supplies D-221
Decorations D-222
Drinks, Utensils, Paper Goods, Office Supplies, Socks D-222
Computer and Printers D-227
Furniture D-228
Parking Lot Signs D-228

EXHIBIT D

Arcade Prizes D-229
Fans D-233
Electronics D-233
Cleaning Supplies, Paper Towels, Toilet Paper D-234
Tokens D-238
Decorations D-239
Various Items D-240
Gift Cards D-241
Fitness Supplies, Crafts D-242
Miscellaneous Vendors D-242
Tickets D-244
Name Tags D-244
Signs D-245
Office Supplies D-246
Decorations D-247
Various Supplies D-247
Arcade Prizes, Goodie Bags D-248
Refrigerator D-249
Fitness Supplies D-250
For Fitness D-251
Arcade Prizes D-251
Drinks, Paper Goods D-252
Office Supplies D-253
Paper Bags, Birthday Sign D-254
Napkins D-255
Play Structure Equipment D-255
Plexi-Glass D-256
Socks, Decorations, Utensils D-256
Arcade Supplies D-258
Metal Fabrication D-258
Utensils D-259
Request to Change Supplier D-260

Cleaning Procedures D-262

Equipment Maintenance D-263

Safety in Your Center D-264

Customer Injury/Illness D-269

Employee Injury/Illness....D-270

Center Security....D-271

E

ADVERTISING

Introduction....E-1

Prospect Identification....E-2

The Safari Run Advertising Program....E-5

The Value of Advertising....E-8

The Grand Opening....E-10

Developing a Local Advertising Program....E-12

Community Involvement....E-38
Sample Fundraiser Punch Card....E-40

Guidelines for Using Safari Run's Marks....E-42
Sample Safari Run Marks....E-44

Ordering Advertising Materials from the Franchisor....E-45
Advertising Materials Order Form....E-48

Obtaining Approval for Advertising Concepts and Materials....E-49
Request for Advertising Approval....E-50

SAFARI RUN ENTERPRISES, LLC

FINANCIAL STATEMENTS

EXHIBIT E TO THE DISCLOSURE DOCUMENT

EXHIBIT E

SAFARI RUN ENTERPRISES, LLC

LIST OF TERMINATED FRANCHISEES

EXHIBIT F TO THE DISCLOSURE DOCUMENT

Below please find a list of all franchisees who have had an outlet terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the Disclosure Document Issuance date.

N/A.

EXHIBIT G TO DISCLOSURE DOCUMENT
LIST OF CURRENT FRANCHISEES

~~A. **Company-Owned/Operated Stores:** There are two company affiliate operated units located in San Mateo, California and Sunnyvale, California.~~

A. ~~B.~~ **Existing Franchisees:** The following is a list of the names, addresses and telephone numbers of existing Safari Run Franchisees as of ~~**December 31, 2018.**~~ the issuance date of this FDD.

Name:	Address:	Phone #:	Franchise City	Franchise State
				TEXAS
~~Davis Children Enrichment Services, LLC Joel Davis~~Allen Smb Entertainment Holdings LLC	2300 Coit Rd Suite 300 Plano, TX 75075	~~214-202-2902~~469-814-9486	Plano	

Deleted Cells
Deleted Cells
Deleted Cells
Deleted Cells

B. **Franchisees Who have left the system in the previous 12 months**

The franchisee list below transferred his franchise unit.

Name:	Address:	Phone #:	Franchise City	Franchise State
				TEXAS
Davis Children Enrichment Services, LLC	44 Emerald Pond Dr Frisco, TX 75034-8587	214-202-2902	Plano	

EXHIBIT G

~~EXHIBIT H TO DISCLOSURE DOCUMENT~~

~~FRANCHISEE DISCLOSURE QUESTIONNAIRE~~

~~As you know, Safari Run Enterprises, LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Entertainment and Fitness Center. In this Franchisee Disclosure Questionnaire, Safari Run Enterprises, LLC will be referred to as "we" or "us." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.~~

~~1. Have you received and personally reviewed Safari Run Enterprises, LLC Franchise Agreement and each exhibit, addendum and schedule attached to it?~~
~~Yes ____ No ____~~

~~2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?~~
~~Yes ____ No ____~~

~~If "No", what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)~~

~~3. Have you received and personally reviewed our Disclosure Document we provided to you?~~
~~Yes ____ No ____~~

~~4. Do you understand all of the information contained in the Disclosure Document?~~
~~Yes ____ No ____~~

~~If "No", what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary.)~~

5. Have you discussed the benefits and risks of operating the Franchised Entertainment and Fitness Center with an attorney, accountant or other professional advisor and do you understand those risks?
Yes ____ No ____

6. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?
Yes ____ No ____

7. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of the Franchised Entertainment and Fitness Center that we or our franchisees operate?
Yes ____ No ____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning a Franchised Entertainment and Fitness Center that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ____ No ____

9. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Entertainment and Fitness Center?
Yes ____ No ____

10. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ____ No ____

11. If you have answered "Yes" to any of questions 7 through 10, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of these questions, please leave the following lines blank.

12. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and us?

Yes ____ No ____

You understand that your answers are important to us and that we will rely on them.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

_____

Name of Franchisee/Applicant

Date: _____, 20____

_____

Signature

_____

Name and Title of Person Signing

SAFARI RUN ENTERPRISES, LLC

MULTI-STATE ADDENDA

EXHIBIT I TO THE DISCLOSURE DOCUMENT

EXHIBIT I

ADDENDUM TO THE
SAFARI RUN ENTERPRISES, LLC
FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF 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. Section 31125 of the California Corporations Code requires us to give you a Disclosure Document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

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

Neither the franchisor nor any person or franchise broker in ITEM 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in the association or exchange.

3. ITEM 5 of the Disclosure Document is amended to add the following:

All franchiser fees payable by California Franchisees will be deferred until we have completed all of our pre-opening obligations and you have opened for business and are operational.

4. ITEM 17 of the Disclosure Document is amended to add the following:

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

- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

- The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.

- The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

- The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in ITEM 17 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult 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.

- The following URL address is for the franchisor's website:

www.safarirun.com

FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT BUSINESS OVERSIGHT AT www.dbo.ca.gov.

5. ITEM 19 of the Disclosure Document is amended to provide:

The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

FOR THE STATE OF CONNECTICUT

1. ITEM 3 is amended to read as follows:

   - Neither the Franchisor nor any person identified in ITEMS 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

   - Neither the Franchisor nor any other person identified in ITEMS 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.

   - Neither the Franchisor nor any person identified in ITEMS 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

   - Neither Company nor any person identified in ITEM 2 above is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities & Exchange Act of 1934) suspending or expelling these persons from membership in the association or exchange.

2. ITEM 4 is amended to read as follows:

   - During the 10 year period immediately before the date of the Disclosure Document neither Company nor Affiliate, or current officer or general partner of Company, has (a) filed as debtor (or had filed against it) a petition to start an action under the United States 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 ever filed as a debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code, or that obtained a discharge of its debts under the Bankruptcy Code during or within 1 year after the officer or general partner of Company held this position in the debtor company.

FOR THE STATE OF HAWAII

1. The following list reflects the status of our franchise registrations in the states that have franchise registration and/or disclosure laws:

- This registration is not currently effective in any state.
- This proposed registration is on file with or will shortly be on file with the State of California.
- There are no states that have refused, by order or otherwise, to register these franchises.
- There are no states that have revoked or suspended the right to offer these franchises.

2. The Franchise Agreement has been amended as follows:

- The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Franchise Agreement, and more specifically, Sections 4.2 and 16 and 18, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.
- Sections 4.2.10, 18.2.3 and 18.2.6 of the Franchise Agreement require franchisee to sign a general release as a condition of renewal or transfer of the franchise; this release shall exclude claims arising under the Hawaii Franchise Investment Law.
- Section 16.2.14 of the Franchise Agreement, which terminates the Franchise Agreement upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

3. The Receipt Pages are amended to add the following:

- THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.
- THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.
- THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

FOR THE STATE OF ILLINOIS

- For choice of law purposes, and for the interpretation and construction of the Franchise Agreement, the Illinois Franchise Disclosure Act, 815 ILCS 705 governs.

- No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after the franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation, whichever shall first expire.

- Illinois law governs the Franchise Agreement (without regard to conflict of laws), and jurisdiction and venue for court litigation shall be in Illinois.

- Any provision in the Franchise Agreement requiring a general release is void if the provision requires a waiver of compliance with the Illinois Franchise Disclosure Act.

- Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void.

ITEM 17 of the Disclosure Document is amended to add the following:

- The conditions under which a franchise can be terminated and your rights upon non-renewal, as well as the application by which you must bring any claims, may be affected by Sections 705/19 and 20 of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/19 and 705/20.

- The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

FOR THE STATE OF INDIANA

1. ITEM 8 of the Disclosure Document is amended to add the following:

   - Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

2. ITEMS 6 and 9 of the Disclosure Document is amended to add the following:

   - The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

3. ITEM 17 of the Disclosure Document is amended to add the following:

   - Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

   - Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

   - ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.

   - ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.

   - ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

FOR THE STATE OF MARYLAND

1. ITEM 17 of the Disclosure Document is amended to add the following:

- Under the Maryland Franchise Registrations and Disclosure Law, Md. Code Ann. Bus. Reg. §14-201 et seq., no general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims under the Maryland Franchise Registration and Disclosure Law.

- Any litigation between Franchisee and Franchisor may be instituted in any court of competent jurisdiction, including a court in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

- In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

~~2. Exhibit G to the Disclosure Document is amended as follows:~~

- ~~Any portion of the Disclosure Questionnaire which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any of these representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

FOR THE STATE OF MICHIGAN

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

- A prohibition of your right to join an association of Franchisees.

- A requirement that you assent to a release, assignment, novation, waiver or estoppel that deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

- A provision that permits us to terminate a franchise prior to the expiration of this term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice of the failure and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

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

- A provision that permits us to refuse to renew a franchise on terms generally available to other Franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

- A provision requiring that litigation be conducted outside this state. This shall not preclude you from entering into an agreement, at the time of litigation, to conduct litigation at a location outside this state.

- A provision that permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. The subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- The failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

- The fact that the proposed transferee is our or Subfranchisor's competitor.

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

- Your or proposed transferee's failure to pay us any sums or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

- A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants us a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in ITEM 17 (g).

- A provision that permits us to directly or indirectly convey, assign or otherwise transfer our obligations to fulfill contractual obligations to you unless a provision has been made for providing the required contractual services.

2. If our most recent financial statements are unaudited and show a net worth of less than $100,000.00, you may request that we arrange for the escrow of initial investment and other funds you paid until our obligations, if any, to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At our option, a surety bond may be provided in place of escrow.

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

4. Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise Bureau
525 West Ottawa Street
G. Mennen Williams Building, 6th Floor
Lansing, MI 48933
(517) 373-7117

FOR THE STATE OF MINNESOTA

1. ITEM 13 of the Disclosure Document is amended as follows:

   - As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. ITEM 17 of the Disclosure Document is amended as follows:

   - With respect to 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 of non-renewal of the Agreement.

   - ITEM 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

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

FOR THE STATE OF NEW YORK

1. All references made herein to a "Disclosure Document" shall be replaced with the term "Offering Prospectus" as used under New York Law.

2. The FDD Cover Page is amended as follows:

- **REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, 120 BROADWAY, NEW YORK, NEW YORK 10271-0332. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.**

- **THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE CIRCULAR. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS CIRCULAR.**

3. ITEM 3 is amended by the addition of the following language:

- Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under the franchisor's principal trademark, nor any person identified in ITEM 2 has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against them 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. In addition, neither franchisor nor any person identified in ITEM 2 has any pending actions, other than routine litigation incidental to the business, that 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.

- Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under the franchisor's principal trademark, nor any person identified in ITEM 2 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 held liable in a civil action by final judgment or been the subject of a material compliant or other legal proceeding involving violation of any franchise law, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

- Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under the franchisor's principal trademark, nor any person identified in ITEM 2 is subject to any injunctive or restrictive order or decree relating to the franchises, or any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, as a result of a concluded or pending action or proceeding brought by a public agency.

4. ITEM 4 is amended to state that:

- Neither the franchisor, nor its predecessor, officers or general partner of the franchisor has, during the ten (10) year period immediately before the date of the Disclosure Document, has: (a) filed as a 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; (c) was a principal officer of any company or a general partner in any partnership that either filed as a debtor (or had filed against it) a petition to start action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the Bankruptcy Code during or within one (1) year after the officer or general partner of the franchisor held this position in the company or partnership.

5. ITEM 5 of the Disclosure Document is amended to add the following:

- The franchise fee will be used to defray franchisor's costs in obtaining and screening franchisees, providing training, training materials and assisting in opening the Franchised Entertainment and Fitness Center for business.

6. ITEMS 6 and 11 of the Disclosure Document are amended to add the following:

- The franchisee will not be required to indemnify franchisor for any liability imposed on franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

7. ITEM 17 of the Disclosure Document is amended to add the following:

- No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687.4 and 687.5.

- ITEM 17(d) is amended to provide that you may terminate the Agreement on any grounds available by law.

- ITEM 17(j) is amended to state, that no assignment will be made except to an assignee who, in the good faith judgment of Franchisor, is able to assume our obligations under the Agreement.

- ITEM 17(w) is amended to state that New York Law governs any cause of action that arises under the New York General Business Law, Article 33, Section 680-695.

8. Franchisor represents that this Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact.

EXHIBIT I

FOR THE STATE OF NORTH DAKOTA

1. ITEM 5 of the Disclosure Document is amended by the addition of the following language to the original language:

- Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

2. ITEM 17 of the Disclosure Document is amended to add the following:

- No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under North Dakota Law.

- In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.

- The Franchise Agreement is amended to state that the statute of limitations under North Dakota Law will apply.

- ITEMS 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

- ITEM 17(v) is amended to state a provision requiring litigation to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.

- ITEM 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control.

FOR THE STATE OF RHODE ISLAND

ITEM 17 of the Disclosure Document is amended to add the following:

- The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 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 the Rhode Island Franchise Investment Act.

- Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

FOR THE COMMONWEALTH OF VIRGINIA

ITEM 17(h) of the Disclosure Document is amended to add the following:

- 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 or to use undue influence to induce a franchisee to surrender any right given by any provision contained in the franchise, specifically Section 16.2.1.20 of the Franchise Agreement. If any grounds for default or termination stated in the Franchise Agreement do 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.

FOR THE STATE OF WASHINGTON

ITEM 17 of the Disclosure Document is amended to add the following:

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

- A general release or waiver of rights signed by you will not include rights under the Washington Franchise Investment Protection Act.

- Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, including the right to a jury trial may not be enforceable.

- Transfer fees are collectable if they reflect our reasonable estimated or actual costs in effecting a transfer.

- The Franchise Agreement requires any litigation to be conducted in a state other than Washington; the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.

FOR THE STATE OF WISCONSIN

ITEM 17 of the Disclosure Document is amended to add the following:

- The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

STATE EFFECTIVE DATES AND RECEIPTS

EXHIBIT H TO THE DISCLOSURE DOCUMENT

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 of Order
California	Pending
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Not Registered
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Not Registered

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

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 Safari Run Enterprises, LLC offers you a franchise, Safari Run Enterprises, LLC must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant unless otherwise stated in your state's addendum. The delivery of the Disclosure Document is to be received 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 in the States of Maryland and New York.

If Safari Run Enterprises, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.

The following are the names, principal business addresses, and telephone numbers of each franchise seller offering the franchise:

Robert Eichensehr 341 North Amphlett Boulevard San Mateo, California 94401-1806 (650) 342-1977	Jodi L. Hamilton-Eichensehr 341 North Amphlett Boulevard San Mateo, California 94401-1806 (650) 342-1977

Date of Issuance: June 27, 2024
Our Agents for Service of Process are listed in Exhibit B.

I have received a Franchise Disclosure Document with an issuance date of June 27, 2024 that included the following exhibits on the date listed below:

A. List of State Administrators
B. List of State Agents for Service of Process
C. Franchise Agreement and Exhibits
D. Table of Contents to the Confidential Operations Manual
E. Financial Statements
F. List of Terminated Franchisees
G. Multi-State Addenda
H. State Effective Dates & Receipts

Please sign and print your name below, date and return one copy of this receipt to Safari Run Enterprises, LLC and keep the other for your records.

Printed Name	Signature	Date FDD Received

Return to: Safari Run Enterprises, LLC, 341 North Amphlett Boulevard, San Mateo, California 94401-1806

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 Safari Run Enterprises, LLC offers you a franchise, Safari Run Enterprises, LLC must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant unless otherwise stated in your state's addendum. The delivery of the Disclosure Document is to be received 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 in the States of Maryland and New York.

If Safari Run Enterprises, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.

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Robert Eichensehr 341 North Amphlett Boulevard San Mateo, California 94401-1806 (650) 342-1977	Jodi L. Hamilton-Eichensehr 341 North Amphlett Boulevard San Mateo, California 94401-1806 (650) 342-1977

~~Date of Issuance: April 2, 2019, as amended April 9, 2019~~
~~Our Agents for Service of Process are listed in Exhibit B.~~

~~I have received a Franchise Disclosure Document with an issuance date of April 2, 2019 as amended April 9, 2019 that included the following exhibits on the date listed below:~~

~~A. List of State Administrators~~
~~B.~~A. ~~List of State Agents for Service of Process~~
~~C.~~A. ~~Franchise AgreementTable of Contents to the Confidential Operations Manual~~
~~D.~~A. ~~Financial Statements~~
~~E.~~A. ~~List of Terminated Franchisees~~
~~F. Franchisee Disclosure Questionnaire~~
~~G.~~A. ~~Multi-State Addenda~~

~~Please sign and print your name below, date and return one copy of this receipt to Safari Run Enterprises, LLC and keep the other for your records.~~

_____ _____
~~Date of Receipt (Date FDD Received)~~ ~~Print Name~~

_____ _____
~~Signature~~

~~Return to:~~

_____ ~~(individually or as an officer, member or partner of)~~
~~Safari Run Enterprises, LLC~~

341 North Amphlett Boulevard
San Mateo, California 94401-1806

(Name of corporation, limited liability company or partnership)

a _____ corporation
(State of incorporation)

a _____ limited liability company
(State of organization)

a _____ partnership
(State where partnership formed)

~~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 Safari Run Enterprises, LLC offers you a franchise, Safari Run Enterprises, LLC must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant unless otherwise stated in your state's addendum. The delivery of the Disclosure Document is to be received 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 in the States of Maryland and New York.~~

~~If Safari Run Enterprises, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.~~

~~The following are the names, principal business addresses, and telephone numbers of each franchise seller offering the franchise:~~

~~Robert Eichenschr~~ ~~341 North Amphlett Boulevard~~ ~~San Mateo, California 94401-1806~~ ~~(650) 342-1977~~	~~Jodi L. Hamilton-Eichenschr~~ ~~341 North Amphlett Boulevard~~ ~~San Mateo, California 94401-1806~~ ~~(650) 342-1977~~

Date of Issuance: ~~April 2, 2019, as amended April 9, 2019~~June 27, 2024
Our Agents for Service of Process are listed in Exhibit B.

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B. List of State Agents for Service of Process
C. Franchise Agreement and Exhibits
D. Table of Contents to the Confidential Operations Manual
E. Financial Statements
F. List of ~~Terminated~~ Franchisees
~~G. Franchisee Disclosure Questionnaire~~
~~H.~~G. Multi-State Addenda
H. State Effective Dates & Receipts

Please sign and print your name below, date and return one copy of this receipt to Safari Run Enterprises, LLC and keep the other for your records.

~~Date of Receipt (Date FDD Received)~~	~~Print Name~~
	~~Signature~~

Printed Name	Signature	Date FDD Received

Return to:

_____ (individually or as an officer, member or partner of)

Safari Run Enterprises, LLC, 341 North Amphlett Boulevard, San Mateo, California 94401-1806

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

_____ a _____ corporation

_____ (State of incorporation)

_____ a _____ limited liability company

_____ (State of organization)

_____ a _____ partnership

_____ (State where partnership formed)