FRANCHISE DISCLOSURE DOCUMENT

Slick City Franchise Group LLC
A Delaware limited liability company
17379 Edison Ave.
Chesterfield, MO 63005
877-705-2489
frandev@slickcity.com
https://www.slickcity.com

As a Slick City franchisee, you will operate an indoor action park, featuring dry slides, soft play, air court, and multiple other attractions, and a city café, catering to both walk-in enthusiasts and special events. Franchisees will operate the business under the brand "Slick City".

The total investment necessary to begin operation of a Slick City franchise is $1,492,800 to $4,708,400. This includes $1,058,400 to $1,745,800 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of two to three units under a Multi-Unit Development Agreement (including the first unit) is $1,567,800 to $4,858,400. This includes $1,133,400 to $1,895,800 that must be paid to the franchisor or its affiliate. To qualify to enter into a Multi-Unit Development Agreement, you must agree to develop at least two (2) Slick City units and meet our other criteria.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Alex Benepe at 17379 Edison Ave., Chesterfield, Missouri 63005, frandev@slickcity.com, and 877-705-2489.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC- HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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.

Issuance date: May 27, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Slick City business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Slick City franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation only in Missouri. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Missouri than in your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
4. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with longer operating history.
5. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.
6. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

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

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

In this disclosure document, "we", "us", or "our" refers to Slick City Franchise Group LLC. "You" means the person or entity to whom we grant a franchise, and if you are an entity, the term "you" also includes any and all entities and individuals with a direct, or indirect, beneficial ownership interest in the entity. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity, and each owner's spouse, must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions will also apply to your owners and their spouses.

Us, Any Parents, and Certain Affiliates

Our name is Slick City Franchise Group LLC. Our principal business address is 17379 Edison Ave., Chesterfield, MO 63005. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees, except as follows:

Our affiliate Slick City LLC is a Delaware limited liability company that was formed on November 10, 2020. Its principal address is 14500 W. Colfax Drive, Suite 610, Lakewood, CO 80401. This entity owns and operates Slick City Lakewood, CO and also owns the trademarks licensed to you in the franchise agreement and licenses them to us.

Our affiliate Slick Slide LLC is a Delaware limited liability company that was formed on January 15, 2019. Its principal address is 5151 W. Bell Rd., Unit F, Glendale, AZ 85308. Slick Slide LLC develops and manufactures the core attractions and some other items that franchisees must purchase.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names "Slick City Franchise Group LLC", "Slick City" and "Slick City Action Park". We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Delaware is Republic Registered Agent, LLC, and the agent's principal business address is 254 Chapman Rd., Ste 209, Newark, DE 19702. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are a Delaware limited liability company. We were formed on January 4, 2023.

Information About Our Business and the Franchises Offered

If you sign a franchise agreement with us (the franchise agreement you enter into will be referred to as the "Franchise Agreement" a template of which is attached as Exhibit B to this disclosure document), you will develop and operate an indoor action park, featuring dry slides, soft play, air court, and multiple other attractions and a city café, catering to both walk-in enthusiasts and special events, under the trade name Slick City ("the Park"). If you and we agree you will develop and operate multiple Parks, you will sign a Multi-Unit Development Agreement (a template of which is attached as Exhibit C to this disclosure document). If you enter into a Multi-Unit Development Agreement, you will develop multiple Slick City outlets on an agreed-upon schedule. For each future unit franchise, we will require you to sign our then-current form of franchise agreement, which may be different from the form of franchise agreement included in this disclosure document.

We do not operate businesses of the type being franchised.

We do not have any other business activities. We have not offered franchises in other lines of business.

The general market for Slick City consumers is made up of individuals as well as families seeking entertainment and physical activity for their children. This market is well developed and competitive. Our customers are primarily families with young children. Sales are somewhat seasonal and will be impacted by school schedules and weather and, as a result, they may be higher or lower during the summer (depending on the weather), and are typically higher during holiday and spring breaks, when schools are not in session.

You will compete against other entertainment venues and businesses. You will compete against national chains, regional chains, and independent owners. Some of these competitors are franchised.

Laws and Regulations

The following laws and regulations are specific to our industry:

There may be regulations specific to the operation of a Slick City in your state that, among other things, require you to maintain a certain ratio between supervisory employees and the number of patrons on the slide area, or to obtain permits or complete amusement park-type inspections prior to opening and throughout the operation of your business. Such regulations may require that you

hire a third-party engineer or other specialized firm to validate your compliance. You must also comply with any standards issued by the American Society for Testing and Materials (ASTM International) as they relate to the regulation and safety of indoor parks. You must comply with all local, state, and federal health and sanitation laws and regulations.

Building codes and requirements vary in different jurisdictions and it is important for you and your architect to be aware of and comply with all local laws as well as federal laws, such as the Americans with Disabilities Act. You may also be subject to certain health and safety requirements, as well as licensing requirements in teaching and supervising children. There may be laws requiring you to have an employee at your business who is certified in basic cardiopulmonary resuscitation or in the use of an automated external defibrillator. There may be a requirement that you have certain types of first aid equipment on the premises, such as an automated external defibrillator. There may be local or state laws concerning fire safety, building capacity, and egress paths, for which you should consult with a relevant local authority and your architect.

Because you will be serving food and you might elect to serve beer and wine (after seeking our permission), the following additional laws and regulations apply.

The restaurant industry has certain laws and regulations specific to it that may apply to your café. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health departments administer and enforce laws and regulations that govern food preparation and service, waste disposal, and sanitary conditions. State and local agencies inspect restaurants for compliance with these requirements. Certain provisions of these laws impose limits on emissions resulting from commercial food preparation. Some states have also adopted or are considering proposals to regulate indoor air quality. For certain classes of employees in restaurants, the wage laws are different from other businesses.

You may need to retain an employment lawyer or an employment service that can advise you on employment compliance, and with whom you may consult on state and local laws pertaining to labor and employment. You will need to create your own employee handbook that addresses labor policies in compliance with state and local laws. Before you first open, we will train up to four individuals who must include your Principal Executive and general manager, and potentially others who are either owners or management-level employees of yours without any requirement that you pay us a training fee. The "Principal Executive" is the owner primarily responsible for the business and the owner who has decision-making authority on behalf of the business. The Principal Executive must own at least 5% of the business. Part of our training will be intended to help prepare you to train your park team consistent with our standards. If you ask, and we agree, to train more than four individuals we may charge an additional fee, We will also be present for your initial park team training to provide feedback to you and your general manager on how to ensure that your training incorporates all of our standards. Other than training provided to your owners and certain management-level employees, we will not train your park team. Any additional re-training of new general managers or owners after your business is open will be completed by us for a fee.

The menu labeling provisions of the Patient Protection and Affordable Health Care Act require restaurant chains with 20 or more units to post caloric information on menus and menu boards, and to provide additional written nutrition information available to consumers upon request. For smaller chains, some states and local governments may require you to comply with laws relating to the labeling that is included on your menus, menu boards, and related materials. Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make-up of food served in restaurants, such as the level of trans-fat contained in a food item. Applicable laws and regulations prohibit false or misleading claims regarding health and nutrition of food items.

If you choose to sell beer and wine, you will need to obtain a license to do so. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost associated with obtaining a license, the restrictions placed on the manner in which alcoholic beverages may be sold, and the potential liability imposed by dram shop laws addressing injuries directly and indirectly related to the sale of alcohol and its consumption.

You should consult with your attorney and local, state, and federal government agencies before investing in a franchise to determine all of the legal requirements that you must comply with and consider their impact on you and the cost of compliance. You must investigate, satisfy and stay current on all local, state, and federal laws and regulations since they vary from place to place and can change over time.

Prior Business Experience

We have offered Slick City franchises since August 15, 2023. We have never offered franchises in any other line of business. We do not conduct the type of business you will operate. However, our affiliates do, including Slick City LLC which has operated a Slick City park since June 2022.

None of our affiliates have offered franchises in this or any other line of business.

Item 2
BUSINESS EXPERIENCE

Bron Launsby – Chief Executive Officer and Co-Founder. Bron Launsby has been our Chief Executive Officer and Co-Founder since our formation. He is also the CEO of our affiliate, Slick Slide LLC a position he has held since May, 2026. He is also the CEO of Innovative Heights Management Co., ("IHM") a position he has held since January 2012, and the Managing Member of Slick City LLC, a position he has held since November 2020. He is also an owner of the following entities: Slick Slide LLC, a position he has held since January 15, 2019; Innovative Heights Chesterfield LLC, a position he has held since January 1, 2022; Innovative Heights Denton

LLC, a position he has held since September 6, 2023; Innovative Heights SS Sr Management Inc, a position he has held since April 21, 2023; Innovative Heights North Aurora LLC, a position he has held since October 4, 2023; Innovative Heights Wauwatosa LLC, a position he has held since May 31, 2023; Innovative Heights Arlington LLC, a position he has held since June 13, 2024; Innovative Heights Tulsa LLC, a position he has held since July 9, 2024; Innovative Heights Nashville LLC, a position he has held since March 8, 2025; Innovative Heights St. Peters LLC, a position he has held since June 24, 2025; Innovative Heights Orland Park LLC, a position he has held since January 4, 2025; Innovative Heights Overland Park LLC, a position he has held since June 12, 2025; Innovative Heights Knoxville LLC, a position he has held since April 21, 2025; and Innovative Heights New Projects LLC, a position he has held since January 28, 2025. He is, and has been, located in Nashville, Tennessee during his time in each of these positions.

Mike Madden – Chief Financial Officer. Mike Madden has been our Chief Financial Officer since September 2025. Prior to joining Slick City, he served as Executive Vice President and Chief Financial Officer of Kirkland's, Inc. from September 2022 to August 2025; Chief Financial Officer of Priam Properties, Inc. from July 2018 to August 2022; President and Chief Executive Officer of Kirkland's from February 2015 to June 2018; and Chief Financial Officer of Kirkland's from April 2006 to January 2015. As Chief Financial Officer of Kirklands, he was located in Jackson, Tennessee until July 2007. Since July 2007, he has been located in Nashville, TN.

Matt Lambeth – Chief Development Officer. Matt Lambeth has been our Chief Development Officer since February 2025. In this position, he is located in San Diego, California. Previously, he was the Vice President of Construction Management for Post Investment Group from January 2022 to January 2025. He is also an owner and Managing Member of Slick Capital, LLC, a position he has held since November 2024. Prior to that, he was Vice President of Construction for Sky Zone Trampoline Park from June 2006 to January 2022. He is, and has been, located in Los Angeles, California during his time in each of these positions.

Wade Powell - Chief Operating Officer. Wade Powell is our Chief Operating Officer and is located in Columbia, Tennessee. He has served as our Chief Operating Officer since March 2024. Previously, he was the Chief Operating Officer of Innovative Heights Management Co. from December 2022 to February 2024; Vice President Operations for Innovative Heights Management Co. in Columbia, Tennessee between June 2022 to December 2022; and Director of Field Operations – Domestic USA West Region for Sky Zone Franchise Group from January 2018 to January 2022, located in Chaska, Minnesota (until May 2021) and then Columbia, Tennessee.

Alexander Benepe – Vice President of Business Development. Alexander Benepe has been our Vice President of Business Development since July 2023. In this position he has been located in San Luis Obispo, California. Previously he was the Vice President of Innovation and Park Experience Design for Sky Zone in Los Angeles, California between August 2018 and January 2023.

Bre Boote – Vice President of Marketing & Communications. Bre Boote is our Director of

Marketing & Communications. She has served as our Vice President of Marketing & Communications since June 2025. Previously, she was our Director of Marketing & Communications from March 2024 to May 2025; Director of Marketing & Communications for Innovative Heights Management Co. from January 2023 to February 2024; Senior Director of Operations & Communication for Innovative Heights Shared Services between June 2022 and December 2022; Director of Operations & Communication for Innovative Heights Shared Services between July 2020 and May 2022; and Director of Communication for Innovative Heights Shared Services between July 2019 and June 2020. She was located in St. Louis, Missouri for each of those positions. She was also General Manager for the Fenton, Missouri Sky Zone Trampoline Park between June 2018 and June 2019. She is currently located in Fairview Heights, Illinois.

Gina Elliott – Vice President of Strategy & Administration. Gina Elliott is our Vice President of Strategy & Administration. She has served as our Vice President of Strategy & Administration since September 2025. Previously, she was the Sr. Director of Franchise Operations for Altitude Trampoline Parks from November 2024 to September 2025; Sr. Director of Learning and Development for Altitude Trampoline Parks from March 2023 to November 2024; and Director of Training for Altitude Trampoline Parks from December 2021 to March 2023. She is, and has been, located in Columbus, Ohio for all of these positions.

Lance Pearce – Senior Director of Training & Operations. Lance Pearce is our Senior Director of Training & Operations. He has served as our Senior Director of Training & Operations since April 2024. Previously, he was Regional Manager for Innovative Heights Management Co. from August 2021 to April 2024; General Manager at Crunch Fitness from April 2021 to August 2021; Director of Operations of Airborne Adventure Park from March 2020 to April 2021; Director of Operations of Sky Zone Trampoline Park from May 2013 to February 2020. He is, and has been, located in the Detroit, Michigan metropolitan area while in all of these positions.

Megan Anderson – Development Manager. Megan Anderson is our Development Manager. She has served as our Development Manager since December 2024. Previously, she was the Senior Director of Membership & Operations for US Quadball Inc. from July 2022 to August 2024, and Manager of Membership Expansion & Strategic Planning for US Quadball, Inc. from December 2018 to July 2022. Megan also served as the Special Project Manager at Playhouse Square from July 2017 to July 2022. She is, and has been, located in Cleveland, Ohio for all of these positions.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us $75,000 as the initial franchise fee ("Initial Franchise Fee"). This fee is not refundable, and is charged uniformly to all franchisees except that those who qualify for the veteran discount will pay the reduced Initial Franchise Fee indicated below.

Veteran Discount

We offer a reduced Initial Franchise Fee of $65,000 to qualified Veterans of the U.S. Armed Forces and National Guard ("Veteran Discount"). To qualify for the Veteran Discount, the owner(s) of the franchise must meet our then-current criteria. Currently, the criteria for the Veteran Discount require that an owner, or owners, with at least 51% beneficial ownership interest in the franchise, or the franchisee entity, must have been honorably discharged from a branch of the United States military and must present us with an DD Form 214. The reduced, non-refundable Initial Franchise Fee is payable in full when you sign your Franchise Agreement. If you are purchasing multiple franchises, the Veteran Discount will be a $10,000 discount on the development fee required by the Multi-Unit Development Agreement. See more details in the subsection titled "Multi-Unit Development" below.

Core Attractions Package

After we have approved of the location of your Park, but prior to opening, you will be required to purchase a core attractions package from our affiliate Slick Slide LLC. The core attractions package will include a variety of slides, towers, rail system, air bag and air floors, soft play materials, and air courts (nets, basketball hoops, and double-walled fabric inflatables). This also includes your initial purchase of mats and Slick Sauce, a lubricating material applied daily to most slides, following processes outlined in the Manual. Slick Sauce is the only approved lubricant for use on your slides. The attractions package may also include trapeze, swing, and zip line equipment, mini-go-karts and barriers, silks, and crochet-netted structures that will be utilized in your business, and other attractions we add to the lists of approved, or required, attractions. The total investment required for the core attractions package varies depending on the size of your Park and whether you decide to purchase optional items to include in your Park. We estimate that the total

investment for the initial core attractions package ranges from $850,000 to $1,450,000 per park, including shipping, sales tax, and installation. Any amounts you pay towards the core attractions package are non-refundable.

Affiliate Equipment and Supplies

Prior to opening your park, you must also purchase from Slick Slide LLC specific furniture items and equipment that we require including picnic-style birthday party tables, café tables and chairs, couches, a lift rental package that includes scissor lifts, pallet jacks, an electric hoist, and a floor scrubber, branded clothing (including socks, wristbands, team member uniforms, and lanyards), party supplies, gift bag merchandise, rubber flooring, and a brick wall façade. The initial purchase of the equipment and supplies purchased from Slick Slide LLC listed in this paragraph will be shipped to your park by Slick Slide LLC at the same time as the attractions included with the core attractions package. We estimate the cost of the initial order of equipment and supplies you will purchase from Slick Slide LLC prior to the opening of your Park will be between $133,400 to $190,800. These costs will be in addition to the amount you will pay for the initial core attractions package. You may also opt to purchase other equipment and supplies, beyond that identified in this paragraph, from Slick Slide LLC. Any amounts paid to Slick Slide LLC for the affiliate equipment are non-refundable. While your initial pre-opening order of all of the items referenced above will be from Slick Slide LLC, we may require or permit you to make subsequent orders for some of those products, such as socks, from other suppliers that we designate.

Multi-Unit Development

If you and we agree that you will develop multiple franchises, then you will sign our Multi-Unit Development Agreement ("MUDA") in the form of Exhibit C to this disclosure document. Upon signing the MUDA, you will pay a development fee equal to the Initial Franchise Fee owed upon signing a franchise agreement for a single business, multiplied by the number of businesses you have agreed to develop. The development fee is not refundable. If you enter into a MUDA and qualify for the Veterans Discount, the Veterans Discount will be a $10,000 discount applied to the entire development fee. By way of an example, if you and we agree that you will develop three franchises, your initial fee would be $215,000 ($75,000 per business, times three, minus $10,000).

Construction Document Peer Review

We have negotiated competitive rates with architects that are experienced with our brand standards and who are available to create a full set of construction documents for franchisees. You are not required to use our designated architects. If you wish to use an architect that is not one of our designated architects, we must approve of the architect and we reserve the right to have one of our architects review your architect's proposed plans to ensure they meet our standards, and to charge a fee of between $2,500 and $10,000 to cover the costs of the review.

Extension Fee

You must open your business within eighteen (18) months of the Franchise Agreement's effective date (the "Opening Deadline"). You may request a sixty-day (60-day) extension of the Opening Deadline; however, we are not obligated to grant it. If you request an extension, you will be required to pay a $20,000 extension fee to compensate us for royalty fees and other fees lost as a result of the delay in opening.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	7% of your gross sales.	Weekly, on Tuesday	See Notes 1, 2, 3 and 4.
Brand Fund Contribution	1% of your gross sales.	Weekly, on Tuesday	See Notes 1, 2, and 3.
Market Cooperative Contribution	Currently, none.	Weekly, on Tuesday	We have the right to establish local or regional advertising cooperatives. If you are a member of a cooperative, you and other members may vote to require each member to contribute between 1% and 5% of their gross sales to the cooperative. Any amount contributed to a cooperative will offset the amount you are required to spend on local advertising, marketing and promotion. Any park owned by us or any affiliate will have the same voting rights as our franchisees in the cooperative.
Technology Fee	Currently $595.24 per month for the services we require all	Monthly	This fee covers the costs for software and other technology products and services we provide, including third-party products and services that we make available to you for your use. Currently, the Technology Fee covers the costs of the following

	franchisees to use. This amount may be higher if you choose to use additional, optional services that we permit and pay on your behalf, or if we choose to change the required services included in the technology fee, or if our current providers change the price of the services we make available to you.		monthly services: Patch for email and SMS marketing ($250); Roller HQ which covers a portion of point-of-sale software monthly fees ($60); BrightLocal Integration for park website support and maintenance ($75); Delightree for learning management systems, training, and checklists ($100); set-up, backup, and restoration imaging services for 15 park computers, tablets, and mobile devices ($40.50); five 'F1' Microsoft email accounts with enhanced email security protection, backup protection, and two 'Business Premium Accounts' ($57.24); and RAAMP for tracking leases and real estate documents ($12.50). The Technology Fee will not necessarily be a pass-through of our exact costs; however, it will not exceed an amount equal to 20% of the actual costs of the services we make available to you. The Technology Fee will not cover all of your technology costs; some technology costs will be paid directly to required or recommended vendors. We may adjust the amount of the fee as we add, remove, or alter the software or technology products or services that we make available to you. The Technology Fee you pay may be higher if you choose to use optional services available from the software or technology providers we pay on your behalf. Some software that will be paid for through the Technology Fee must be activated before your business is open. Any costs incurred prior to your business opening related to this software will be added to, and collected with, the first Technology Fee payment that is due after your opening.

Local advertising, marketing, and promotional expenditures	Currently the lesser of 3% of your annual gross sales or $150,000.	As incurred.	You must spend at least this amount each year on pre-approved marketing within your territory. We reserve the right to increase this to 5% of your gross sales. You pay this amount to third parties, not to us; however, if you fail to spend this amount, we reserve the right to require you to pay any shortfall into the Brand Fund, separate from your Brand Fund Contribution. Your local advertising, marketing and promotional expenditures will be offset by any amount you contribute to a local or regional advertising cooperative.
Market Introduction Plan	$25,000	Between the 30 days prior to opening the business and the 30 days after the opening of the business.	You must spend at least this amount on your Market Introduction Plan. You pay this amount to third parties, not to us; however, if you fail to spend this amount, we reserve the right to require you to pay any shortfall into the Brand Fund, separate from your Brand Fund Contribution.
Replacement / Additional Training fee	Currently $450 per person per day.	Prior to attending training.	If you send a manager or other employee to our training program after you open, either for initial training after being hired, or for additional training, we will charge our then-current training fee. Our training fee will not exceed $600 per day.
Third-party vendor costs	Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment on these vendors' behalf together with a reasonable markup or charge (not to exceed 20%) for administering the payment program.

Non-compliance fee	$500	On demand	We may charge you $500 if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after thirty-days' (30-days') notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Communication Center Fee	Currently, $3,000.	Monthly	We operate a communication center that is an optional resource available to park operators. This center is based in the United States and processes all inbound calls, emails, and text messages for the parks it serves. While the current fee for this resource is $3,000 a month, we may increase the monthly fee but no higher than $5,000 per month. The amount of this fee does not include additional commissions that may be owed to call center agents for upsells.
Reimbursement for payments of amounts owed by you	Amount that we spend on your behalf, plus 10%.	Within fifteen (15) days of invoice.	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such rate exceeds the maximum allowed by law, then interest at the highest rate allowed by law).	On demand.	We may charge a late fee if you fail to make a required payment when due, or if you fail to submit to us any report or information required by the franchise agreement that is necessary for the calculation of fees owed.
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law).	On demand.	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred.	Payable if we incur costs (including reasonable attorneys' fees) in attempting to collect amounts you owe to us.

Convention fee	Currently, $400 per person. We reserve the right to charge a fee of up to $500 per person.	Prior to convention.	If we elect to conduct a national or regional convention, we reserve the right to charge you the attendance fee even if you do not attend. You are responsible for all costs and expenses associated with attending the convention, including, without limitation, travel, lodging, and meals not provided as part of the convention.
Special support fee	Currently, $600 per day, plus our expenses.	On demand.	If we provide in-person support to you in response to your request, we may charge this fee plus any expenses we incur (such as travel, lodging, and meals for employees providing onsite support). We reserve the right to change this fee if the costs we incur to provide this support change.
Relocation fee	The lesser of our actual costs or 25% of the then-current initial fee.	$2,500 due when we have agreed to work with you to relocate your business and the remainder due when we have approved of your request.	Payable if you ask us to consider relocating your business. You cannot relocate your business to a new premises without our approval. We have no obligation to approve of any relocation request.
Customer complaint resolution	Our expenses.	On demand.	We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost.	On demand.	Payable only if (1) we audit you because you have failed to submit required reports or committed another form of non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any four-week (4-week) period.

Amendment Fee	The lesser of $10,000 or our actual costs.	At the time the amendment is executed.	If you request a change be made to an agreement between you and us, and we agree to the change, we can charge you this fee to cover our costs in making the change.
Special inspection fee	Currently $600, plus our out-of-pocket costs.	On demand.	Payable only if we conduct an inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification. We will not charge more than $1,000 for this fee.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%.	When billed.	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Renewal fee	25% of the then current Initial Franchise Fee.	Upon renewal.	Payable if you enter into a successor franchise agreement at the end of your franchise agreement's term.
Transfer fee	For transfers of non-controlling interests: the lesser of $3,500 or our actual costs. For transfers of controlling interests, the lesser of 50% of the then-current initial fee or our actual costs. If transfers of controlling interests are made to an existing, trained franchise owner, the lesser of 25% of the then-current initial fee or our actual	$2,500 due when you indicate a desire to make a transfer, with the balance due upon completion of the transfer.	Payable if you transfer a controlling or non-controlling interest in the franchisee and/or sell your business.

	costs.		
Temporary management fee	10% of gross sales plus our expenses.	On demand.	We have the right to temporarily manage your business and charge this fee (i) if you die or become incapacitated; (ii) during the period when a sale is pending, if we exercise our right under the franchise agreement to purchase your business; (iii) if you are in default of your agreement; or (iv) if you operate the business in a dangerous manner.
Liquidated damages	An amount equal to the average royalty fees and brand fund contributions you have paid during the 52 weeks preceding the termination, multiplied by the lesser of (i) 104 weeks or (ii) the number of weeks remaining in the franchise agreement's term.	On demand.	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise.	On demand.	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party.	On demand.	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorneys' fees, court costs, and other expenses.

Purchases of supplies used in the operation of your Slick City business from our affiliate.	The actual costs of the supplies you purchase from our affiliate.	When supplies are ordered, or by the deadline stated in any invoice for the supplies.	See Note 5.

All fees are payable only to us, and all fees are imposed by us and collected by us, unless otherwise noted in the Remarks column of this chart. All fees are non-refundable. We do not represent that all fees are uniform for all franchisees; we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Gross Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. "Gross Sales" include, but are not limited to, any revenue from sources such as locker rents, massage chairs, vending, games and Groupon sales, or any other source that generates any revenue at or in relation to your business, as well as revenue from sales at other locations, if permitted. However, Gross Sales does not include: (i) bona fide refunds to customers, (ii) sales taxes collected and remitted to the appropriate taxing authority, or (iii) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales). Service gratuities directed by customers to employees are also not included in Gross Sales.

2. You must report your Gross Sales to us each week. If you fail to report your Gross Sales, we will withdraw estimated royalty fees and brand fund contributions based on 125% of the most recent Gross Sales you reported. We will true-up the actual fees after you report Gross Sales.

3. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method. If we permit you to pay by credit card or any other method which causes us to incur a fee, you will be responsible for the amount of the fee.

4. If you or your affiliates own at least three other Slick City businesses, and the combined Gross Sales from those Slick City businesses equals or exceeds $20,000,000 in one calendar year, then for any Slick City business you open in the following calendar year, the royalty fee for the new Slick City business will be 0.5% lower than it would be under the franchise agreement's terms. Thereafter, for each year that your Slick City businesses have combined Gross Sales of $20,000,000 or more, the royalty fee for any new Slick City Business you open in the

following calendar year will be reduced by 0.5% than it would be under the franchise agreement's terms. We have the right to increase the threshold that your businesses must reach to qualify for this royalty rate reduction, but we agree not to increase the threshold more than once in any five-year (5-year) period.

5. We estimate that the annual cost of these supplies will be around $206,000 per year during the first three (3) years that you operate your Park. The following are the estimated annual costs for specific supplies you must purchase from our affiliate Slick Slide LLC, or other designated vendors:

- $104,000 for Slick City Socks based on a cost of $1.00 per pair of socks and the potential need to stock approximately 104,000 pairs of additional socks in the first year. Currently, the initial order of socks made prior to the opening of a park is provided by Slick Slide LLC, and any additional orders made after the park has opened are placed through a third-party vendor; however, we reserve the right to require you, or give you the option, to purchase socks from Slick Slide LLC. Pursuant to our standards, Slick City Socks are required to be worn by all guests. Some repeat guests will bring back their socks from a previous visit. You set the price you charge for socks at your park. This is an estimated cost for an average park. Your park's costs could be more or less based on the size and volume of your business.
- $27,000 for branded merchandise and apparel, including: Slick City branded water bottles, sunglasses, and drawstring bags for parties; branded lanyards; and team member apparel for uniforms and equipment; and Slick City branded paper wristbands for all park guests.
- $30,000 per year for the cost of retrofitting new attractions. Section 7.13 of the Franchise Agreement requires a new attraction to be installed at least once every three years. It is estimated that a new slide from Slick Slide LLC could cost between $25,000 and $100,000 to purchase and install. Therefore, installing a minimum of one new attraction three times over the course of the ten-year (10-year) franchise agreement could cost up to $300,000, or $30,000 per year. This cost could be higher if Slick Slide LLC provides, and you choose to purchase, new non-slide attractions that have higher costs (for example, a large obstacle course, or large augmented/virtual reality attraction). This is an estimated cost for an average park. Your Park's costs could be more or less based on the size and volume of your business. The costs to retrofit a new attraction can be financed through equipment financing.
- $10,000 for Annualized Airbag and Sealed Air Floor Replacement. This estimate is based on the assumption that the average Air Bag and average Sealed Air Floor may need to be replaced during a ten-year (10-year) Franchise Agreement (some more heavily used Air Bags or Sealed Air Floors may need to be replaced more often, some less heavily used may need to be replaced less often), though the life

of a particular Air Bag or Sealed Air Floor will vary based on the overall volume of use. This is an estimated cost for an average park. Your Park's costs could be more or less based on the size and volume of your business.

- $25,000 per year for replacement slide mats and Slick Sauce lubricating oil for slides. This is an estimated cost for an average park. Your Park's costs could be more or less based on the size and volume of your business and the maintenance of your slides.
- $10,000 per year annualized cost for a representative of our affiliate Slick Slide LLC to travel to your park, inspect attractions, and recoat slides, if necessary. Slick Slide LLC may send a representative to inspect your slides every two years. This cost will be lower if you choose to recoat your own slides following our processes we establish. We reserve the right to limit who is approved to recoat slides. We estimate that slides may need to be recoated every two to four years depending upon the slide, your maintenance of the slide, and its level of usage. This cost will vary based on the size of the park, how much recoating is necessary during each visit, and whether you choose to recoat your own slides.

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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
Initial Franchise Fee	$75,000	-	$75,000	Check or wire transfer	Upon signing the franchise agreement	Us
Legal Fees	$7,500	-	$12,500	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Licenses & Dues (See Note 2)	$0	-	$1,500	Check, debit, and/or credit	As incurred	Vendors, trade organizations
Building Permits (See Note 2)	$6,000	-	$10,000	Check	Upon ordering	Government
Pre-Opening Insurance (see Note 3)	$5,000	-	$15,000	Check	Upon ordering	Insurance Company
Pre-Opening Rent & Pre-Opening Utility Costs (see Note 1 and Note 4)	$25,000	-	$105,000	Check, debit, and/or credit	Upon signing lease	Landlord & Utility Providers
Pre-Opening Salaries (see Note 5)	$46,000	-	$65,000	Check, debit, and/or credit	As incurred	Vendors
Pre-Opening Marketing	$25,000	-	$30,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Travel Expenses	$5,000	-	$18,000	Cash, debit and/or credit	As incurred	Airlines, hotels, and restaurants

Architecture & Engineering (see Note 1 and Note 6)	$50,000 - $70,000		Check, debit, and/or credit	As incurred or when billed	Vendors
Consultants for Conditional Use Permits and Building Permit Expedition (see Note 7)	$0 - $10,000		Check, debit, and/or credit	As incurred	Vendors
Optional Supplemental Third Party Project Manager	$0 - $30,000		Check, debit, and/or credit	As incurred	Vendors
Storage Containers	$0 - $5,000		Cash, debit, and/or credit	As incurred	Vendors
Tenant Improvements – General Contractor (see Note 1 and Note 8)	$0 - $1,700,000		Check or wire transfer	As incurred or when billed	Contractors
Interior Signage	$6,500 - $9,000		Check, debit, and/or credit	Upon ordering	Vendors and suppliers
Murals	$25,000 - $55,000		Check, debit, and/or credit	Upon ordering	Vendors and suppliers
Exterior Signage	$16,000 - $35,000		Check, debit, and/or credit	Upon ordering	Vendors and suppliers
Attractions (see Note 1 and Note 9)	$850,000 - $1,450,000		Check, debit, and/or credit	As incurred or when billed	Our Affiliate

Furniture (see Note 1 and Note 10)	$40,000 - $60,000	Check or wire transfer	As incurred or when billed	Our Affiliate
Fixtures (see Note 1 and Note 10)	$24,000 - $40,000	Check, debit, and/or credit	As incurred	Our Affiliate and other Vendors and suppliers
Park Equipment (see Note 1 and Note 10)	$48,000 - $64,000	Check or wire transfer	As incurred or when billed	Our Affiliate
Merchandise (see Note 10)	$19,000 - $24,000	Check or wire transfer	As incurred or when billed	Our Affiliate
Uniforms (see Note 10)	$2,400 - $2,800	Check or wire transfer	As incurred or when billed	Our Affiliate
Computer Equipment (see Note 11)	$13,500 - $22,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Cafe Equipment (see Note 12)	$25,000 - $85,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
AV, VOIP Tel, Network, Cameras (see Note 11)	$80,000 - $150,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Office Supplies	$4,600 - $5,600	Check, debit, and/or credit	Upon ordering	Vendors
Printed Materials	$3,100 - $4,000	Check, debit, and/or credit	Upon ordering	Vendors
Party Inventory (see Note 10)	$2,200 - $3,000	Check, debit, and/or credit	Upon ordering	Vendors

Cafe Inventory	$9,000 - $14,000	Check, debit, and/or credit	Upon ordering	Vendors
Lease Deposit (see Note 1 and Note 4)	$0 - $240,000	Check, debit, and/or credit	Upon Signing Lease	Landlord
Utility Deposit	$4,000 - $16,000	Check, debit, and/or credit	Upon signing lease	Utility Providers
Insurance Deposit (see Note 3)	$46,000 - $67,000	Check	Upon ordering	Insurance Company
Additional funds (for first 3 months) (see Note 13)	$30,000 - $215,000	Varies	Varies	Employees, suppliers, utilities
Total (see Note 1)	**$1,492,800 - $4,708,400**			

YOUR ESTIMATED INITIAL INVESTMENT - MULTI UNIT DEVELOPMENT AGREEMENT

Type of expenditure	Amount*	Method of payment	When due	To whom payment is to be made
First franchise (see table above)	$**1,492,800** - $**4,708,400**	Varies	Varies	Varies
Additional initial franchise fees (see Note 14)	$75,000 - $150,000	Check or wire transfer	Upon signing the MUDA	Us
Total (see Note 1)	**$1,567,800 - $4,858,400**			

*None of the amounts to be paid to us, or our affiliate, are refundable. Whether or not amounts owed to third parties are refundable will be based on your arrangement with those parties. Neither we nor any of our affiliates finance any part of your initial investment.

Notes

1. Impact of Park Size on Initial Costs. Slick City businesses typically range in size from 20,000 to 40,000 square feet. The difference in many of the estimated costs shown in this Item 7 are primarily driven by the size of the park, and the cost of leasehold improvements, which are driven both by the size of the park and the condition of the leased space at the time possession is acquired. The low-end estimates for costs affected by park size are based upon a 20,000 square foot park that is in good condition upon leasing, and requires minimal leasehold improvements. The high-end estimates for costs affected by park size are based on a 40,000 square foot park that is in poorer condition upon leasing, and requires significant leasehold improvements, including digging to gain clear height, and HVAC work. Average size facilities in average condition will land approximately in the middle of these estimate ranges but may vary based on site-specific conditions. Tenant improvement allowance is only factored into the low-end cost estimate.

2. Licenses & Dues; Building Permits. In addition to normal business fees and licenses (such as, but not limited to, a general business license, certificate of occupancy, zoning approval, or health permit), the cost of a license to serve beer and wine will vary widely by jurisdiction. We do not serve beer and wine at all of our locations. The cost of a liquor license is factored in only to the high-end estimate, and the cost will range depending on your jurisdiction and whether you apply for the license yourself or hire a third party to complete the process for you. You should investigate the cost of the appropriate licenses in your jurisdiction. Building permits can cover zoning or conditional use permit applications, plan check fees, health department plan check fees, and other required fees to obtain building permits for general construction. They vary based on local jurisdictional requirements. Dues may include specific local or regional business memberships, such as a membership with a local Chamber of Commerce.

3. Pre-Opening Insurance and Insurance Deposit. The estimated cost for pre-opening insurance includes both Builder's Risk and General Liability coverages. The Builder's Risk premium is primarily based on the total value of the buildout and the location of the park. The General Liability premium will vary based on several factors, including, but not limited to, lease requirements, location, scope of the buildout, and the general contractor's experience and loss history. The estimated cost for the insurance deposit reflects approximately three months of insurance premiums for property insurance (including business interruption insurance), comprehensive commercial general liability insurance, hired and non-owned auto liability insurance, cyber crime liability insurance, and employment practices liability insurance, each meeting our required minimum coverage levels (see Item 8 in the FDD). Premiums for these policies will vary based on several factors, including, but not limited to, location, facility size, buildout cost, age and condition of the building, attraction mix, projected revenue, operational experience, claims

history, and lease or lender requirements.

4. Pre-Opening Rent & Pre-Opening Utility Costs. We expect that you will lease the location for your Park. In our experience, leases for the types of properties suitable for your business will not require you to pay monthly rent until your business opens, but may require either payment of a security deposit, or payment of a security deposit and the first month's rent, at the time you enter into the lease. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider at the time your lease ends, or your utility account is closed. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment. The low-end estimate assumes that you will pay no security deposit prior to opening your Park, that the size of your Park will be at the bottom of the range set forth in Note 1, and that your rent will be around $10.00 per square foot per year, including CAM, taxes, and property insurance. The high-end estimate assumes you will pay both a security deposit equal to the first month's rent, and the first month's rent itself, prior to opening your Park, that the size of your Park will be at the upper end of the range set forth in Note 1, and that your rent will be around $30.00 per square foot per year, including CAM, taxes, and property insurance. The amount of rent charged by landlords in your area for property suitable for your Park will depend on the size of the park, the quality of the park, the amount of demolition and build out that will be required to make the park suitable for your business, the cost of CAM, taxes, and insurance included in the rent, and the real estate market in the park's area. If you choose to purchase real estate instead of leasing, your costs will be significantly different.

5. Pre-Opening Salaries. The pre-opening salaries expense accounts for the cost of labor prior to opening the franchised business. This will include the general manager's salary, hourly costs of training your full park team, hourly part-time wages prior to opening, CPR first aid training, labor law posters and workers compensation coverage.

6. Architecture & Engineering. We and Slick Slide LLC provide design services, but you will also need to secure a licensed architect to create construction documents. You may need to pay architects or engineers for specific documents that a local municipality, city or state government, or other governing body, requires to issue necessary permits. In addition to the costs for those architects and engineers, this estimate also includes costs for a site survey to verify the conditions of your chosen location, which we, generally, require you to get a site survey for your proposed location. However, if you will be the first tenant of a brand-new space, we may, in our discretion, decide a site survey is not required. Finally, including an optional mezzanine in your Park (which may include or require an elevator) may also increase the costs of preparing the architectural and construction documents for your Park, as well as site survey costs and other engineering costs not included in these

estimates.

7. Consultants for Conditional Use Permits and Building Permit Expedition. In some jurisdictions, franchisees may need to retain consultants to help them obtain conditional use permits, or other forms of permits, necessary for the development of their park.

8. Tenant Improvements—General Contractor. Leasehold Improvements include general construction costs (which typically includes concrete, steel work, insulation, doors and windows, finishes and millwork, wall painting, not including murals, build out of the bathrooms and kitchen, including grease trap, mechanical, plumbing, sprinklers, electrical, fire alarms, construction insurance, project contingency and management fees paid to your general contractor, and sales tax). The cost of leasehold improvements will be affected by various factors like the location and size of your business, the condition of the space and facility selected, and regional and local market conditions. Costs associated with new construction are often higher than costs for renovating or rebuilding existing space. Costs associated with renovating or rebuilding an existing space will vary depending on the prior use of the space, if any. These leasehold improvement estimates are based on the cost of adapting the most common elements of our design plans (including architect fees) to a specific facility. These estimates assume that the landlord will provide connections to adequate electrical, gas, water, and sewage service. Your landlord may contribute money towards your leasehold improvements or build-out costs commonly known as a Tenant Improvement Allowance ("TIA") If you negotiate a TIA, your out-of-pocket costs for leasehold improvements may decrease significantly. The low-end estimate assumes that you will pay $500,000 for all tenant improvement costs and receive $500,000 in TIA, which is typically reimbursed to the tenant after construction is complete, and is negotiated in the Letter of Intent and lease on a square footage basis. This example assumes $25 per square foot for TIA based on a 20,000 square foot park. The high-end estimate assumes that you will not receive any TIA and also assumes that you are not converting an existing restaurant space (which could reduce leasehold improvements related to the kitchen). HVAC work is generally covered completely or partially in a landlord work letter or through TIA. We assume that you will not need to replace your HVAC in both the low-end and high-end estimates, and do not recommend proceeding with a lease that requires HVAC replacement without a landlord work letter or TIA to cover the cost, but on a case-by-case basis, doing so without such coverages may be permitted, but if so, may cause you to incur costs in excess of our high-end estimate. We require that any site has a ceiling height of at least 24' away from floor ("AFF") clearance. On a case-by-case basis, we may permit sites under this clear height, but only if the landlord allows for digging into the concrete slab and professional analysis prior to signing the lease confirms that digging is feasible. If you embark upon a digging project, this may cause you to incur costs in excess of our high-end estimate. Any locations that do not have 24' AFF in at least 30% of the

floorplan will require special approval from Slick City (and a completed site survey) to move forward. The cost of adding a mezzanine to your space is not included in these estimates as Slick City does not require your location to include a mezzanine. Adding a mezzanine (which may include or require an elevator) will substantially increase the cost of your leasehold improvements and may also impact the costs of having your architect produce the required construction documents, as well as site survey costs and other engineering costs not included in these estimates.

9. Attractions. These estimates include the estimated costs for all Slick City attractions, including shipping and installation, as well as all steel, fiberglass, sealed-air floors, airbags, soft play toddler items, netting, and padding, as well as other optional equipment like zip lines or trapeze and swing, as well as attraction accessories such as slide mats, Slick Sauce, and attraction replacement parts. These estimates include the shipping costs and installation for attractions for affiliate equipment. These estimates include an estimated sales tax of 9% for all items. These estimates are only for the costs you are expected to incur to get your Park open for business. Please note that at present all Slick City attractions are produced in China and may face tariffs that could increase prices at the time that you order your core attractions and equipment from our affiliate Slick Slide LLC. Any price increases from tariffs will be a direct pass-through cost to franchisees. Our high-end estimate includes a 20% increase for tariffs on all materials except for steel, which has a 25% tariff included. Some tariffs are in place as of the issuance date of this disclosure document, but may not still be in place, or may be increased or decreased, at the time you order your core attractions and equipment.

10. Furniture, Fixtures, Merchandise, Park Equipment, Party Inventory, and Uniforms. Furniture includes party tables, café tables and chairs, high top chairs, couches, and other seating throughout the park provided by Slick Slide, LLC. The types of furniture included in this package may change from time to time and from park to park. Fixtures include brick façade and rubber flooring provided by Slick Slide, as well as clocks provided by a third-party vendor. Lockers are also included in fixtures, provided by our third-party vendor Vlocker at no upfront cost, and require a revenue share model. Merchandise and Uniforms are provided by Slick Slide and include branded clothing (including socks, wristbands, uniforms, and lanyards), and gift bag merchandise. Park Equipment includes the costs of a lift rental package, provided by Slick Slide, that includes scissor lifts, pallet jacks, an electric hoist, and a floor scrubber. Some of these costs may be mitigated depending on equipment that your general contractor may be able to provide or lease to you. Park Equipment also includes general park cleaning, storage, or maintenance needs purchased from other vendors.

11. Computer Equipment and AV, VOIP Tel, Network, Cameras. This category includes all

audio/visual (A/V) equipment including specialized lighting, such as RGBWUV lights, an alarm system, security cameras, audio system and speakers, TVs and digital signage, computer location setup, network and wifi equipment, and other miscellaneous equipment, including backup batteries, as well as tax and installation. Lastly, these estimates include cleaning and maintenance supplies (such as sanitizer guns, mops, buckets, brooms, toilet plungers and cleaners, trash bags, bathroom signage, caution signs, buffing & polishing tools, UV-reactive tape, rope, glue, pressure gauge, extension cords, microfiber cloths and pads, chargers, blowers, electric drills and hammers, and dry and wet vacuums), as well as miscellaneous birthday party equipment such as candles, tablecloths, large totes and storage tubs, and checkout books.

12. Café Equipment. This estimate includes the costs of all kitchen equipment, including pizza ovens and ancillary oven equipment, ice machines, a water filtration system, shelves and racks, various commercial freezers, work tables, a microwave, food pager system, thermometers, high chairs, and other cooking and kitchen tools and containers.

13. Additional Funds. This estimates the additional funds you will need to cover other costs incurred before operations begin and during the initial three-month (3-month) period of operations, such as for additional payroll and rent (for either the second and third months that your business is open if the first month's rent is paid along with a security deposit at the time you sign a lease, or for the first three months that your business is open if you are just required to pay a security deposit at the time you sign a lease), and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In determining these estimates, we relied on the following factors, basis, and experience: the development of a Slick City business by our affiliate, and our general knowledge of the industry.

14. Additional Initial Franchise Fees. This estimate assumes you sign a Multi-Unit Development Agreement ("MUDA") for two to three franchises and shows the amount of additional franchise fee you would be required to pay upon signing the MUDA in excess of the $75,000 franchise fee that you would pay for a single franchise agreement.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers

approved by us, or (2) according to our specifications. You must comply with any changes we make in the future to these requirements.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Real Estate. Your business location is subject to our approval and must meet our specifications. If you lease your location, you must use reasonable efforts to have the landlord sign our form of Rider to Lease Agreement (attached to this disclosure document as Exhibit D).

B. Insurance. You must obtain insurance as described in the Franchise Agreement and in our System Standards & Processes Manual (the "Manual"), which includes:

i. "Special" causes of loss coverage forms, including, at a minimum, fire and extended coverage, crime, vandalism, malicious mischief and equipment breakdown, on all property of the Park, including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Park and all improvements and betterments, on a 100% replacement cost basis without coinsurance penalties to the extent commercially available (subject to a commercially reasonable deductible consistent with industry standards);

ii. Business interruption insurance in amounts and with terms acceptable to us, including loss of income and extra expense to cover lost income for at least twelve (12) months;

iii. Comprehensive Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage against claims for bodily injury, death and property damage caused by, or occurring in conjunction with, the operation of the Park, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit. If an "occurrence" policy form is not available, a "claims-made" policy may be utilized but only with our approval;

iv. Business Automobile Liability insurance, including owned (if any), leased, non-owned and hired automobiles coverage, in an amount of not less than $1,000,000;

v. Excess or umbrella liability coverage with a minimum limit of $3,000,000;

vi. Workers Compensation coverage as required by state law and Employer's Liability insurance with limits of not less than $500,000 per accident/disease;

vii. Employment Practices Liability Insurance ("EPLI") with a minimum limit of $250,000, including coverage for wage and hour defense costs, where available;

viii. Cyber Liability Insurance with a minimum limit of $1,000,000, including cyber crime coverage;

ix. If you offer alcoholic beverages, you must have separate coverage for liquor liability (commonly referred to as Dram Shop Liability) with limits of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

x. During any construction, build-out, renovation, remodeling, or other improvement work at the Location (collectively, "Construction Work"), whether performed by you or by any contractor or subcontractor, you shall obtain and maintain Commercial General Liability insurance covering liability arising out of ongoing and completed operations related to such Construction Work. Such insurance shall:

1. be written on an occurrence form with limits of not less than $1,000,000 per occurrence and $2,000,000;
2. include product-completed operations coverage;
3. name us and our parents, subsidiaries, affiliates, successors, and assigns as additional insureds for both ongoing and completed operations;
4. be primary and non-contributory with respect to any insurance maintained by us or our affiliates (any contractor policy must also be primary and non-contributory);
5. include a waiver of subrogation in favor of us and our affiliates; and
6. contain deductibles or self-insured retentions that are commercially reasonable and subject to our prior written approval.

Coverage required under this subsection shall be maintained throughout the duration of the Construction Work and through the applicable statute of repose for completed operations claims, to the extent commercially available.

You shall deliver to us certificates of insurance and copies of additional insured and waiver of subrogation endorsements evidencing compliance with this subsection prior to commencement of any Construction Work. No Construction Work may begin until such documentation is approved by us.

You shall require, by written contract, that all contractors and subcontractors performing Construction Work maintain insurance meeting the requirements of this subsection (including additional insured status in our favor), and shall obtain and provide certificates and endorsements evidencing such coverage upon request.

xi. During any Construction Work at your location, you shall obtain and maintain Builder's Risk insurance (or equivalent property insurance written on a completed value, "all risk" or "special causes of loss" basis) covering the full replacement cost value of the work, including materials, supplies, equipment, and fixtures (and soft costs and delay in completion, where commercially available) to be incorporated into the project. Such coverage shall:

1. include the interests of you, us, any landlord, mortgagee;
2. the general contractor, as their interests may appear;
3. cover loss or damage from fire, theft, vandalism, malicious mischief, collapse, water damage, and such other risks as are customarily insured under builder's risk policies; and
4. provide coverage until final completion and acceptance of the Construction Work.

xii. Optional Coverages: As a franchisee, you should determine through consultation with an insurance professional if additional insurance coverages are necessary. Such optional coverages include, but are not limited to: (i) flood insurance if your park is in a flood-prone area; and (ii) active shooter insurance to help mitigate financial losses and liability in the event of a violent incident at your Park; and

xiii. Certificates of Insurance: You shall provide certificates of insurance evidencing the required coverage to us prior to opening and upon annual renewal of the insurance coverage, as well as at any time within fifteen (15) days after receiving a request from us, except that you will be required to provide certificates of insurance for your Builder's Risk insurance policies prior to commencement of Construction Work. We shall have the right to audit your actual insurance policies upon written request in order to review adequacy of coverage. Certificates shall not limit your obligations and our failure to request certificates shall not waive your obligations. Failure to obtain or maintain required insurance shall constitute a material default. If you fail to maintain required coverage, we may obtain such coverage on your behalf and you shall reimburse us upon demand. Insurance limits required pursuant to this section shall not limit your indemnification obligations.

Your policies (other than Workers Compensation) must:

1. list us and our subsidiaries, affiliates, successors and assigns as an additional insured for both ongoing and completed operations (or their equivalent forms);

2. include a waiver of subrogation in favor of us and our successors, assigns and affiliates;
3. be primary and non-contributing with any insurance carried by us or our affiliates; and
4. require insurers to provide at least thirty-days' (30-days') prior written notice of cancellation or material modification (ten (10) days for non-payment), to the extent such requirement is commercially available.

Failure of the insurance carrier to provide notice shall not relieve you of your obligations. Unless excused in writing by us, all such policies shall be written by an insurance company allowed to operate in the state in which you operate and have at least an "A" Rating Classification and a Financial Size Rating of "IX" or better as indicated in the latest issue of A.M. Best's Key Rating Guide.

We shall have the right, in our sole discretion, upon written notice to you, to require you to obtain some or all required insurance coverages through a system-wide insurance program designated by us. You shall timely enroll in, and maintain participation in, such program and shall be responsible for all associated costs. Coverage provided through such program shall satisfy your obligations under this section with respect to the coverages included in the program. Failure to participate shall constitute a material default.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details.

D. Advertising and Marketing. Except as otherwise provided in the Manual, and except for any advertising or marketing materials that we furnish to you, you must submit all advertising and marketing materials to us for our written approval before use. You must ensure that all advertising or marketing materials that you use are clear, factual, ethical, and not misleading; comply with our brand standards; and comply with all laws. We have the right to establish and control all digital marketing related to the brand or using the trademarks we designate for use with the brand.

E. Restaurant Equipment and Supplies. All of your kitchen equipment must meet our specifications and be purchased only from approved suppliers. All of your food, beverage, and other inventory purchases must meet our specifications and be purchased only from approved suppliers. We may require use of specific distributors.

F. Core Attractions Package. You must purchase the core attractions package from our affiliate Slick Slide LLC. The core attractions package includes the slides, towers, rail system, air bag and air floors, soft play materials, and sports court(s) (nets, basketball hoops, and double-walled fabric inflatables), and may also include trapeze, swing, and zip line equipment, mini-go-karts, and barriers, silks, crochet-netted structures used in your business, and other attractions that

we add to the approved attraction list.

G. Other products, inventory and equipment. You must purchase other products, inventory and equipment from our affiliate Slick Slide LLC, including Slick Sauce, mats, attraction replacement parts, certain furniture items, branded clothing (including wristbands, uniforms, and lanyards), party supplies, gift bag merchandise, rubber flooring and the brick wall façade. Your initial order of socks will be placed with Slick Slide LLC. Subsequent orders of socks will placed with either Slick Slide LLC or an unaffiliated approved supplier.

Us or our Affiliates as Supplier

Our affiliate Slick Slide LLC is currently the supplier of the core attractions package, Slick Sauce, mats, attraction replacement parts, certain furniture items, branded clothing (including wristbands, uniforms, and lanyards), party supplies, gift bag merchandise, rubber flooring and the wall brick façade that you must purchase. Your initial order of socks will be placed with Slick Slide LLC. Subsequent orders of socks will be placed with either Slick Slide LLC or an unaffiliated approved supplier.

Ownership of Suppliers

None of our officers owns an interest in any supplier to our franchisees except that some of our officers own our affiliate Slick Slide LLC, and our affiliate is a supplier as described above.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must submit a request in writing. We have the sole discretion to approve or reject an alternative supplier. We may condition our approval on criteria we deem appropriate, such as evaluations of the supplier's capacity, quality, pricing, financial stability, reputation, and reliability; inspections; product testing, and performance reviews, as well as a comparison against existing option(s); and a strategic analysis of the need for a new or additional supplier for a service or product that we or a current approved supplier already offer. Our specific criteria at any given time for approving suppliers may not be available to you. We may permit you to contract with alternative suppliers who meet our criteria only if we review and approve of your proposal in writing. There is no fee for us to review or approve an alternate supplier. We will strive to provide you with written notification of the approval or disapproval of any supplier you propose within thirty (30) days after receipt of your request; however, a non-response will be deemed to be a rejection of the proposal. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual. If a supplier's approval status is revoked, open orders to that supplier that have been paid for may still be fulfilled but no other orders may be placed or continued with that supplier.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in other written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications after evaluating the intended changes. We may also conduct limited market testing in one or more outlets.

Payments by Designated Suppliers to Us

Our affiliate Slick Slide LLC will derive revenue from required purchases and leases by franchisees from designated suppliers through the payment of rebates or other forms of compensation. Slick Slide LLC's revenue from required purchases made by franchisees in 2025 was $4,755,048.82. Our total revenue in the prior fiscal year was $5,028,456.99, of which $28,848.79 was derived from required purchases or leases by franchisees. Therefore, the percentage of our total revenues that were from required purchases or leases by franchisees in the prior fiscal year was 0.57%. In 2025, we received $184,497.64 in rebates paid by approved vendors as the result of required or pre-negotiated purchases made by our corporate-owned and affiliate-owned Slick City businesses.

The franchise agreement allows us to receive payments from designated suppliers based on purchases by franchisees. We have the right to earn a profit from any product we supply or that is supplied by designated suppliers.

All of the rebates we received in 2025 will be used to pay for costs associated with our first franchisee convention, which is planned for September 2026. We are in the process of attempting to negotiate additional rebate arrangements to help fund that and subsequent conventions, and to negotiate reduced national pricing for franchisees with other suppliers of the food and beverage items you will order, and other amenities you will offer to guests of your Park. We reserve the right to determine how these rebates are used by us in our sole discretion.

Proportion of Required Purchases and Leases

We estimate that the proportion of purchases and leases of goods and services we require in establishing your business will be 40% to 50% of the total purchases and leases you will need to make to establish your business.

We estimate that the proportion of purchases and leases of goods and services we require while operating your business will be 80% to 90% of the total purchases and leases of goods and services you will need to make while operating your business.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We have negotiated purchase arrangements with suppliers, including price terms, for the benefit of franchisees. These negotiated arrangements include the following: our affiliate Slick Slide LLC will sell all core attractions (including slides) to Slick City franchisees for 20% off the retail price offered to other single-unit businesses.

As part of the negotiated purchase arrangement, Slick Slide LLC has also agreed that it will limit the types of slides, and the number of slides, it will sell to businesses in the protected territories of franchisees, including businesses in your territory following the effective date of your franchise agreement. Generally, Slick Slide LLC has agreed not to sell more than two (2) of its proprietary slides to any business in the territory during the term of your franchise agreement, except that it can sell the Barrel Roll slide and the Hybrid slide ("Unrestricted Slides") to any business (excepting the excluded businesses listed below), including those in your territory, and any slides 14' in height or less that are produced by Slick Slide LLC and targeted towards younger children and toddlers (collectively "Toddler Slides"). In addition, as of January 14, 2025, Slick Slide LLC has entered into an agreement with CircusTrix Holdings, LLC, the operator of Sky Zone Trampoline Parks, DEFY Extreme Air Sports Trampoline Park, and Rockin' Jump Trampoline Parks ("Sky Zone"). For a period of two (2) years from its effective date, this agreement permits Sky Zone to buy and install in its locations the Unrestricted Slides and the Toddler Slides, and an additional slide — the full-sized Off Ramp slide, which is also known as the "Family Slide" or "The Rush"— and up to two (2) of Slick Slide LLC's other proprietary slides per location, even if the location is in your territory. In exchange for the rights granted to Sky Zone, the agreement limits the right of Slick Slide LLC by prohibiting Slick Slide LLC from selling any of its proprietary slides to the following seven competitors of Sky Zone for the term of the agreement: Urban Air Adventure Parks, Altitude Trampoline Parks, Get Air Trampoline Parks, Launch Trampoline Parks, Surge Adventure Parks, Flight Adventure Parks, and Flying Squirrel Sports parks.

As of the date of this disclosure document, we have also negotiated national pricing on Proliant, Staples Business Advantage, Rockbot, Vistar, ROLLER, Qvinci, ICEE, Pepsi, J&J Snack Foods, Blue Bunny, and Dippin Dots products for the benefit of franchisees, as well as rebates (and/or one-time annual payments) paid to us by Vistar, ROLLER, KLC Financial, USG, Pepsi, ICEE, Dippin Dots, J&J Snacks, Frito Lay, Korotkin Insurance Group, Slick Slide, Vlocker, Amuze, and Perky's Pizza.

We may add, delete, or change any negotiated arrangements in the future, and are in the process of trying to negotiate additional arrangements.

Benefits Provided to You for Purchases

Besides negotiated discounts or national pricing, we do not provide any material benefit to you based on your purchase of particular goods or services, or your 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 agreement	Disclosure document item
a. Site selection and acquisition/lease	Franchise Agreement (FA): §§ 6.1, 6.2 Multi-Unit Development Agreement (MUDA): Not Applicable	Item 11
b. Pre-opening purchase/leases	FA: §§ 6.2, 6.3, 7.3 MUDA: Not Applicable	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Article 6 MUDA: §§1(a), 3	Items 5, 7, 8 and 11
d. Initial and ongoing training	FA: §§ 5.2(e), 6.4, 7.6 MUDA: Not Applicable	Items 5, 6, 8 and 11
e. Opening	FA: §§ 6.5, 6.6 MUDA: §1(a)	Items 7, 8 and 11
f. Fees	FA: §§ 3.2(vi), Article 4, 5.3, 6.3, 6.6, 6.7, 7.6, 7.8, 7.9, 7.14, 10.5, 11.2, 11.3, 11.13, 15.2 MUDA: §1(a)	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	FA: Article 7, §§4.6, 5.1, 5.2, 6.3, 6.5, 8.1, 9.1, 9.2, 10.1, 11.1 MUDA: §6(ii)	Items 8, 11 and 14

h. Trademarks and proprietary information	FA: Article 12, § 13.1 MUDA: Not Applicable	Items 13 and 14
i. Restrictions on products/services offered	FA: §§ 7.3, 8.1 MUDA: Not Applicable	Items 8, 11 and 16
j. Warranty and customer service requirements	FA: §§ 7.3, 7.8, 7.9, 8.8 MUDA: Not Applicable	Item 8
k. Territorial development and sales quotas	FA: Not applicable MUDA: §1(a), 4(ii)	Item 12
l. Ongoing product/service purchases	FA: Article 8 MUDA: Not Applicable	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	FA: §§ 7.12, 7.13 MUDA: Not Applicable	Items 6, 7 and 8
n. Insurance	FA: § 7.15 MUDA: Not Applicable	Items 6, 7 and 8
o. Advertising	FA: Article 9 MUDA: Not Applicable	Items 6, 7, 8 and 11
p. Indemnification	FA: Article 16 MUDA: §7	Items 6 and 8
q. Owner's participation/management/staffing	FA: § 2.4, 7.5 MUDA: Not Applicable	Items 15
r. Records and reports	FA: Article 10 MUDA: Not Applicable	Item 11
s. Transfer	FA: Article 15 MUDA: Article 7	Items 6 and 17

t. Renewal	FA: § 3.2 MUDA: Not Applicable	Items 6 and 17
u. Post-termination obligations	FA: Article 13, § 14.3 MUDA: Not Applicable	Item 17
v. Non-competition covenants	FA: § 13.2 MUDA: Not Applicable	Item 17
w. Dispute resolution	FA: Article 17 MUDA: Article 7	Items 6 and 17

Item 10
FINANCING

We do not have any past or present practice, or intention, to sell, assign or discount any third-party note, contract or other instrument that you may sign. We do not guarantee any financing obligations or leases on your behalf. We do not offer direct financing.

We or our franchisees have worked with, or are currently working with, Benetrends Financial, KLC Financial, Western Equipment Finance, and 44 Business Capital.

You are not required to use these vendors. We allow you to secure financing through other vendors.

We have not entered into any agreements with any of these entities in connection with the financing they may offer to you. We will not receive any benefit if you receive financing from any of these vendors and will not compensate any vendor for providing you with financing.

Each provider has provided the following information about the services they offer:

Benetrends Financial is a current service provider for new and existing franchisees that can assist and guide you in obtaining the necessary funding options for startup and expansion financing that include, and are not limited to, a Small Business Administration ("SBA") loan and a Rollover for Business Startups ("ROBS"). Benetrends may enable those who qualify with the opportunity to obtain financing in an expeditious and more predictable fashion.

KLC Financial offers financing for equipment and fixtures, including, but not limited to, slides, zip lines, air courts, toddler climbing structures, arcades, kitchen equipment, and signage. We have utilized KLC Financial's equipment loans for our corporate parks. KLC Financial will grant financing for up to $5 MM. Terms are subject to credit underwriting. The average term length

is 60 months, with security as collateral. Any owners with over 15% ownership in the franchise will be required to guarantee the loan. KLC Financial does not have a prepayment penalty. You are responsible for payback based on the terms approved. For additional details, you may request a copy of KLC Financial's Master Equipment Finance Agreement from KLC Financial.

Western Equipment Finance, a division of Western Bank, is a financing provider for new and existing franchisees. Western Equipment Finance offers financing solutions for equipment, installation, and freight costs associated with the development and operation of the park, including items such as slides, zip lines, air courts, toddler climbing structures, arcade equipment, kitchen equipment, and signage. Financing through Western Equipment Finance is available subject to credit approval and underwriting requirements, with maximum available terms of up to 84 months.

44 Business Capital (44BC), a Division of Beacon Bank & Trust, is a nationwide Preferred SBA direct lender. 44BC is the SBA lending division of Beacon Bank & Trust, which is a $23B bank based out of New England. 44BC considers financing projects from $500,000 to $5,000,000 including for new/existing locations. It typically will finance approximately 70-75% of a new location with loan terms subject to credit underwriting. Typical loan terms are 10 years, and pricing (interest rate) is commensurate with the risk of each unique deal. Ideal prospective borrowers have meaningful post-closing liquidity and some outside collateral to pledge. All owners of the borrower with an ownership interest of 20% or more must personally guarantee the loan per the SBA's Standard Operating Procedures. More information can be found at 44BC's website, www.44businesscapital.com, or by contacting Scott Stevens, 44BC's SBA Business Development Officer, at 717-979-1599.

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

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

Our Pre-Opening Obligations

Before you open your business:

A. Your site. We will review and advise you regarding potential locations that you submit to us. (Section 6.1 of the Franchise Agreement). If you sign a MUDA, we will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site.

i. We generally do not own your premises and lease it to you.

ii. If your site is not already known and approved by us when you sign your franchise agreement, then we and you will specify in your franchise

agreement the area in which you must select a site (Franchise Agreement, Summary Page). We do not select your site. You must find a potential site and submit your site to us for approval, together with all information and documents about the site that we request. When we approve a site, we will issue a Location Acceptance Letter in the form of Attachment 2 to the Franchise Agreement.

iii. The factors we consider in approving sites include the site's general location and neighborhood, nearby competition, trade area demographics, traffic patterns, parking, size, clear height, physical characteristics, and lease terms.

iv. The time limit for us to approve or disapprove your proposed site is thirty (30) days after you submit all of our required documents and information. (Section 6.1 of the Franchise Agreement) If you do not propose a site we can approve, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated on the Summary Page of the franchise agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your franchise agreement. You must pay a fee if you request an extension of the Opening Deadline. The standard fee is $20,000 for a sixty-day (60-day) extension. (Section 6.6 of the Franchise Agreement)

v. We are not obligated to assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

B. Constructing, remodeling, or decorating the premises. We will advise you regarding our standards related to the layout, design, and build-out of your business, and we will provide you with a suggested set of floor designs that meet our standards and are based on your business location. (Section 5.2 of the Franchise Agreement)

C. Necessary equipment, signs, fixtures, opening inventory, and supplies. We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.2 of the Franchise Agreement) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

D. System Standards & Processes Manual. We will give you access to the Manual in such format as we deem appropriate. (Section 5.1 of the Franchise Agreement)

E. Initial Training Program. We will conduct our initial training program. (Section 5.2 of the Franchise Agreement) The current initial training program is described below.

F. Business plan review. If you request, we may review and advise you on your pre-opening business plans and financial projections. (Section 5.2 of the Franchise Agreement)

G. Market introduction plan. We will advise you regarding the planning and execution of your market introduction plan. (Section 5.2 of the Franchise Agreement)

H. On-site opening support. We will have a representative provide on-site support in connection with your business opening at our expense. (Section 5.2 of the Franchise Agreement)

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 12-18 months. Factors that may affect the time period include your ability to obtain appropriate real estate, sign a lease, obtain financing, develop your park, obtain business permits and licenses, and hire employees. The franchise agreement requires you to have your business open within eighteen (18) months of its effective date.

Our Post-Opening Obligations

After you open your business:

A. Improving and developing your business; resolving operating problems you encounter. If you request, we will provide advice or additional training to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.3 of the Franchise Agreement)

B. Establishing prices. Upon your request, we will provide recommended prices for products and services. (Section 5.3 of the Franchise Agreement) We have the right to require you to offer products and services at specific prices we determine if we are promoting such products and services on a national, regional, or local market basis, for the duration of the promotion (but only to the extent permitted by applicable law).

C. Establishing and using administrative, bookkeeping, accounting, and inventory control procedures. We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control. (Section 5.3 of the Franchise Agreement) We may make any such procedures part of required (and not merely recommended) procedures under our System Standards, and will be set out in our Manual or in a writing we send to you.

D. Brand Fund. We administer the Brand Fund. (Section 5.3 of the Franchise Agreement) We will prepare an unaudited annual financial statement of the Brand Fund within

120 days of the close of our fiscal year and will provide the financial statement to you upon written request. (Section 9.3 of the Franchise Agreement)

E. Website. We will maintain a corporate website for the Slick City brand, which will include your business's information and telephone number (Section 5.3 of the Franchise Agreement); however, it is your responsibility to accurately maintain the content on your park-specific webpage utilizing the software or program provided and monitored by us and paid for in part as a portion of the Technology Fee, and in part by the Brand Fund. Additionally, currently, it is your responsibility to accurately maintain information about your business on major social media platforms as well as public online directory services such as Google, Yelp, Trip Advisor consistent with our social media and online policies.

Optional Post-Opening Assistance

In addition to the post-opening obligations stated above, we may provide the following forms of assistance in our discretion.

A. Developing products or services you will offer to your customers. Although it is our intent to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.

Advertising

A. Our obligation. We will use the Brand Fund only for marketing and related purposes and costs. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which may be paid for by the Brand Fund). We have no other obligation to conduct advertising. (Section 9.5 of the Franchise Agreement)

B. Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least fourteen (14) days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you. We have the right to establish and control all social media accounts and other digital marketing. You must ensure that all advertising or marketing materials that you use are clear, factual, ethical, and not misleading; comply with our brand standards; and comply with all laws. (Section 9.1 of the Franchise Agreement)

C. Marketing Agency. You must use a marketing agency approved by us. We will provide a list of approved marketing agencies. We may consider alternative agencies proposed by you, but we retain final approval rights for any marketing agency.

D. Advertising council. We do not have an advertising council composed of franchisees. The franchise agreement gives us the power to form an advertising council.

E. Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. (Section 9.6 of the Franchise Agreement) We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but will not be less than 1% or more than 5% of Gross Sales. You will be allowed to offset your required local marketing spending by the amounts you pay to any cooperative. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of the cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

F. Brand Fund. You and all other franchisees must contribute to the Brand Fund. Your contribution is 1% of Gross Sales per week; however, we reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we or our affiliates own will contribute to the Brand Fund on the same, or similar basis, as franchisees. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request. In 2025, the Brand Fund was approximately on the following categories:

BRAND FUND 2025 SPEND CATEGORY	**PERCENTAGE OF TOTAL**
National Targeted Digital Advertising (Meta, Google, TikTok)	23.06%
National Targeted Smart TV Advertising (Hulu, Netflix, Disney+, YoutubeTV)	22.99%
Marketing Team (portion of compensation tied to franchise support)	13.65%
Ad + SEO Management	9.09%

Consultants	7.60%
Asset Creation	4.24%
Website (hosting, security, updates, support)	4.11%
National PR & Media Outreach	3.37%
Miscellaneous	1.20%
Remainder (to be carried over to future years)	10.69%
TOTAL	100.00%

If less than all Brand Fund Contributions are spent in the fiscal year in which they accrue, the money will remain in the Brand Fund to be spent in the next year.

No money from the Brand Fund will be spent principally to solicit new franchise sales.

G. Market introduction plan. You must develop a market introduction plan and obtain our approval of the plan at least sixty to ninety (60-90) days before the projected opening date of your business. Your market introduction plan must include plans to spend at least $10,000 - $15,000 in advertising prior to the opening of your business (beginning thirty (30) days before opening), and at least $10,000 - $15,000 in advertising immediately in the thirty-day (30-day) period after the opening of your business, for a combined minimum total of $25,000. (Section 9.8 of the Franchise Agreement).

H. Required spending. After you open, you must spend at least the lesser of 3% or $150,000 of Gross Sales each calendar year on marketing your business; however, we reserve the right to require you to spend at least 5% of Gross Sales each calendar year on marketing your business. This amount is only a minimum requirement, and we do not represent that it is the optimal amount of money for you to spend on marketing. (Section 9.7 of the Franchise Agreement)

Point of Sale and Computer Systems

We require you to use ROLLER as your point of sale (POS) system. ROLLER is an all-in-one, cloud-based software solution for entertainment venues. The ROLLER system provides software to support selling, serving, marketing, and managing the business, including online ticketing, credit card processing, accounting, customer relationship management, waivers, gift cards, entry management, and guest surveys. The ROLLER system will generate or store data,

such as inventory/product details, sales transactions, customer information, tokenized credit card information, membership records, party information, capacity tracking, waivers, event calendars, API integrations, discount data, refund data, Groupon usage data, gift card sales (third-party gift cards may not have online sales info), tax/gratuity, some limited employee information (the rest can be managed via separate HR software), scheduling, financial reporting, and other accounting information.

Some costs of the ROLLER system are paid through the Technology Fee, and other costs are paid directly by you to ROLLER. You must purchase a computer system that meets the minimum specifications for the use of the ROLLER system. The ROLLER system requirements include the following: Intel Core i5 CPU running Windows 11 Pro with minimum 8GB of RAM and a screen resolution of 1024 x 768, plus computer peripherals (e.g., monitor, keyboard, mouse), thermal printers, cash drawers, barcode scanners, credit card readers, mounts, and assorted wiring and hardware.

We estimate that the hardware necessary to effectively utilize ROLLER to manage park operations will cost between $17,900 to $30,300 to purchase and install.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates.

We do not require you to enter into any such contract with a third party.

If we do not provide ongoing upgrades through the managed service provider that we require or recommend, you must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $1,800 to $3,100, exclusive of any credit card processing transaction fees that you may incur.

Some of the software and technology services you are required to use are provided to you through an arrangement between us and the service providers. The costs of those services are paid by us to the service providers from the monthly Technology Fee you pay to us. The required Technology Fee is currently $595.24 though you may pay a higher amount if you choose to use optional services provided by one or more of the service providers. Currently, the technology fee includes the following monthly services: Patch for email and SMS marketing ($250); Roller HQ which covers a portion of point-of-sale software monthly fees ($60); BrightLocal Integration for park website support and maintenance ($75); Delightree for learning management systems, training, and checklists ($100); set-up, backup, and restoration imaging services for 15 park computers, tablets, and mobile devices ($40.50); five ‘F1’ Microsoft email accounts with enhanced email security protection, backup protection, and two ‘Business Premium Accounts’ ($57.24); and RAAMP for tracking leases and real estate documents ($12.50). The Technology Fee does not have to be a pass-through of our exact costs, but the amount of the current Technology Fee is the amount we pay for the software and services provided. We may add, remove, or alter the software

or technology products or services that we provide. We may require the use of some software or vendors in the operation of your business that are not paid through the Technology Fee, but who are paid by you directly. Some software that will be paid for through the Technology Fee must be activated before your business is open. Any costs incurred prior to your business opening related to this software will be added to, and collected with, the first Technology Fee payment that is due after your opening. We may change the amount of the Technology Fee after giving you at least thirty-days' (30-days') notice of the new amount.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports, though we will not access employment-related data, and will restrict such access, if possible. There is no contractual limitation on our right to access the information.

System Standards & Processes Manual

See Exhibit G for the table of contents of our Manual as of the date this disclosure document, with the number of pages devoted to each subject. The Manual has 108 pages.

Training Program

Our training program is broken into two phases with a required online component. Phase 1 is Learn Slick City ("LSC") which is held at a designated corporate park location prior to your Park being ready to open. LSC is for owner(s) and manager(s) only and is complimentary for up to four individuals. If you wish to have more than four owners and managers attend LSC, we may charge an additional fee for any additional attendees.

Phase 2 is Train Your Team ("TYT") at your Park roughly one week before your opening. During TYT our trainer will provide training to the owner(s) and manager(s) on how to train your team regarding the operation of your park consistent with our System Standards. During TYT, a member of our training team will observe you training your staff and provide feedback to your owner(s) and general manager(s) regarding the training. We will not provide training for any of your non-management level staff. You are solely responsible for training your staff in how to operate your Park in a manner consistent with our System Standards.

Mandatory online training is assigned before, between, and after the two in-person phases described above. Your Principal Executive and general manager must attend and satisfactorily complete all training.

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TRAINING PROGRAM

Phase 1: Learn Slick City (LSC)

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Park
Getting Started with Slick City Culture, History, and Basic Setup (Orientation Materials, etc.)	2	0	Corporate Park of our choosing
Core Positions - Sales - Action Monitors - Events -Café / Kitchen Operations Select Positions - Maintenance - Team Lead	4	6	Corporate Park of our choosing
Operations (Management) -Twelve systems -Open the park -Manage a shift -Close the Park -RISK Management	3.5	6.5	Corporate Park of our choosing
Operations (Platforms) -Roller POS -Scheduling basics -Delightree	4	1.5	Corporate Park of our choosing
Marketing and Community -Outreach -Community involvement -In park signage placement -Brand Guidelines -Social Media -Press Releases & Media Inquiries	2	2	Corporate Park of our choosing
Guest Experience -BLAST Model	.5	1	Corporate Park of our choosing

Opening the Park	.5	2	Corporate Park of our choosing
Closing the Park	.5	2	Corporate Park of our choosing
Deep Clean and Maintenance	.5	2	Corporate Park of our choosing
Events & Promotions -Phone Etiquette -Event Bookings -Event Management -Event Experience	1	4	Corporate Park of our choosing
- Incident Response (H.E.L.P.) - Reporting & Video Capture - Jot form	.5	2	Corporate Park of our choosing
Other Procedure Reviews / Miscellaneous / FAQ	1	0	Corporate Park of our choosing
Onboarding Graduation	1	0	Corporate Park of our choosing
TOTALS:	**21**	**29**	

Phase 2: Train Your Team (TYT)

The below chart lists the actual training time that you, your fellow owner(s) (if applicable) and general manager(s) will be trained on-site at their park by our trainer in preparation for you and/or your general manager(s) to train your full park team.

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Park
Refresh of Learn Slick City	2	2	Franchisee park

Planning/Prep for Orientation	2	2	Franchisee park
Planning/Prep for Team Training	1	1	Franchisee park
Train the Trainer	3	3	Franchisee park
Core Position Training of team by franchisee management	0	8	Franchisee park
Soft Opening Day	0	8	Franchisee park
TOTALS:	**8**	**24**	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes three to six times per year. Training may be held at our offices and park in Chesterfield, Missouri, at your Park once sufficient build-out has been completed, and/or remotely; however, we reserve the right to designate another park or location for the training. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Manual and other materials, shadowing and coaching checklists, learning checks referred to as "knowledge reviews," lectures, training videos, discussions, and on-the-job demonstration and practice. Additional instructional material, consisting of additional procedures, training videos, and checklists, will be provided for higher-level functions required of you and/or the individual acting as operator or manager.

Training classes will be led or supervised by Lance Pearce who is our Sr. Director of Training & Operations, or Wade Powell, our Chief Operations Officer, or another appointed training professional. They will be assisted by other members of our staff and/or the staff of Innovative Heights Management Co. ("IHM") or our affiliates. Mr. Powell has over 14 years of extensive experience in franchisee support and training with Burger King Corp, Sky Zone Franchise Group, and us. During those years he has served as a Franchise Business Manager and Regional Director, and in these roles has served as the primary support for franchisees and has trained franchisees on brand standards and processes to increase sales and improve profitability. Mr. Pearce has been in the family entertainment center industry for 15 years, working directly with several franchisee owners in the following franchise systems: Airtime Trampoline, Sky Zone and

Slick City Action Park, specializing in the creation of training modules and regional operations. With Sky Zone franchise group, Lance was an on-site support coach which allowed him to assist new franchisee owners. The others who will assist them will have various lengths of experience depending on the individual, but they have, at a minimum, one year of experience and have successfully completed both their own training and facilitation of others' training in the past. Some aspects of training classes will be self-directed by you as you complete pre-recorded training modules.

There is no fee for up to four people to attend training. You must pay the travel and living expenses of people attending training.

Your Principal Executive and general manager (if different from the Principal Executive) must attend training. The definition of who is your "Principal Executive" is included in the franchise agreement and summarized in Item 15 of this disclosure document. You may send any additional people to training that you want (up to the maximum described above). Your Principal Executive must complete LSC to our satisfaction at least four (4) weeks before opening your business, as well as TYT immediately prior to opening your business.

Your business must at all times be under your on-site supervision or under the on-site supervision of a general manager who has completed our training program, or an assistant manager who you have trained. If you need to send a new general manager to our training program, we will charge a fee, which is currently $450 per day. Otherwise, we do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12
TERRITORY

Your Park

Your franchise is for a specific park. If the specific location of your Park is not approved at the time you sign a franchise agreement, then the location of your Park is subject to our approval and you will be granted a development area in which your park must be located ("Development Area"). Your Park must be at least three (3) miles from the edge of the Development Area. If we approve of your Park being within three (3) miles from the edge of the Development Area, you acknowledge that the boundary of your territory may not extend beyond the portion of the boundary of the Development Area that is less than three (3) miles from your Park. In some cases, we may be open to shifting, adjusting, or transferring your Development Area to facilitate location selection; however, this decision will be made in our sole discretion.

Grant of Territory

If the location of your Park is approved at the time you sign a franchise agreement, the franchise agreement will specify a territory, which will be determined by us. If the location of

your Park is approved after you sign the franchise agreement, your territory will be designated at the time your location is approved. At minimum, territories will have a population of at least 150,000 people; however, your territory may have fewer people if your Park is in an area that experiences large influxes of tourists but maintains a year-round population of less than 150,000. Your territory will usually be specified by census tracts; however, we may use other boundaries such as a radius from your Park, county lines or other political boundaries, streets, geographical features, or trade area. If the location of your Park is not yet approved when you sign your franchise agreement, then we will state the location of your Park and territory in a "Location Acceptance Letter" when we approve your Park's location. Your territory may not extend beyond the boundaries of your Development Area even if your Park ends up near the edge of the Development Area.

Relocation; Establishment of Additional Parks

You do not have the right to relocate your business, and we have no obligation to approve any request for relocation. Our policy is to approve relocation of a franchisee's business on a case-by-case basis, considering factors such as changes in demographics, profitability of your current business, or a loss of your premises due to circumstances beyond your control.

If you request our approval for you to relocate your business, you must pay us the lesser of our actual costs or 25% of the then-current Initial Franchise Fee. $2,500 is due when you make the request, and the remainder is due if, and when, we approve the request. If we approve, you must comply with the conditions described in the franchise agreement for developing a park, and satisfy any other conditions we require.

You do not have the right to establish additional franchised parks unless you sign a MUDA in the form attached as Exhibit C to this disclosure document. If you and we sign a MUDA, then you will have the right to establish an agreed upon number of additional parks on an agreed upon schedule. Under the MUDA, your right to develop additional parks is subject to (1) you complying with the agreed upon development schedule; (2) you having sufficient financial and organizational capacity to develop, open, operate, and manage each park; (3) you being in compliance with all brand requirements at your open park(s); and (4) you not being in default under any other agreement with us. We will approve the location of future parks and assign territories for those parks, and our then-current standards for parks and territories will apply. For each future park, you must sign our then-current form of the franchise agreement, which may be materially different than the initial franchise agreement that you signed. You are not obligated to develop additional parks under the MUDA, and you may terminate it any time without penalty; however, any initial fees paid, including initial fees paid towards the original franchise agreement or MUDA, are non-refundable. If you do not meet your development schedule in the MUDA, we have the right to terminate your right to develop additional parks.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Territory Protection

In your franchise agreement, we grant you a protected territory. In your territory, we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks as a Slick City outlet. The continuation of your territorial protection does not depend on you achieving a certain sales volume, market penetration, or other contingency. There are no circumstances that permit us to modify your territorial rights.

You will not receive an exclusive territory, as you may face competition from other franchisees and from outlets that we own that are not located in your protected territory but who serve customers who are residents of your protected territory, or from other channels of distribution or competitive brands that we control.

If you sign a MUDA, you will receive a protected territory as an area developer, meaning that as long as you are in compliance with the MUDA, we will not open a Slick City business in your protected territory, or grant a franchise or other license to operate a Slick City business in your protected territory during the term of the MUDA. If the protected territory granted to you under a MUDA consists of multiple unit development areas, we will not open a Slick City business in a specific unit development area, or grant a franchise or other license to operate a Slick City business in a specific unit development area, until we have granted you a franchise agreement for a Slick City park to be located in that unit development area. After you and we have entered into a franchise agreement for a park in a particular unit development area, we will be free to open a Slick City business, or grant a franchise or other license to a third party to operate a Slick City business, in any portion of that unit development area that is not included in the protected territory granted to you under the franchise agreement.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us soliciting or accepting orders from consumers inside your territory. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones licensed to you under your franchise agreement. We do not pay any compensation to you for soliciting or accepting orders inside your territory.

Soliciting by You Outside Your Territory

You shall make sales only to retail customers, and only at your Park or through the page of

our website specifically designated for sales by you of products and services to be fulfilled at your Park. Unless otherwise approved or required by us, you shall not make sales by any other means, including, without limitation, by wholesale, by delivery, by mail order, through the internet (except through our website), or at temporary or satellite locations. Except as stated below, you are not permitted to advertise outside of your territory without our written approval. Most Slick City marketing is spent on digital advertising, which is geotargeted to customers based on zip codes. Your territory will likely be defined by census tracts which will include all of some zip codes, and parts of others. You are only permitted to market in zip codes that are completely, or partially, in your territory. Therefore, some of your marketing may reach portions of a zip code that fall in another Slick City business's territory, and the marketing for other Slick City businesses may be directed into zip codes that are partially included in their territory and your territory. Otherwise, there are no restrictions on you from soliciting or accepting orders from consumers who are located outside of your territory, except that all marketing and advertising is subject to our approval.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operate, franchise, or have plans to operate or franchise, a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement allows us to do so.

Exclusivity of Slides

As part of a negotiated purchase arrangement between us and our affiliate Slick Slide LLC, Slick Slide LLC has agreed that it will limit the types of slides, and the number of slides, it will sell to businesses in your protected territory following the effective date of the franchise agreement. Generally, Slick Slide LLC has agreed not to sell more than two (2) of its proprietary slides to any business in your protected territory during the term of your franchise agreement, except that it can sell the Barrel Roll slide and the Hybrid slide ("Unrestricted Slides") to any business, including those in your territory, and any slides 14' or under in height produced by Slick Slide LLC and targeted towards younger children and toddlers (collectively "Toddler Slides").

In addition, as of January 14, 2025, Slick Slide LLC has entered into an agreement with CircusTrix Holdings, LLC, the operator of Sky Zone Trampoline Parks, DEFY Extreme Air Sports Trampoline Park and Rockin' Jump Trampoline Parks ("Sky Zone"). For a period of two (2) years from its effective date, this agreement permits Sky Zone to buy and install in its locations the Unrestricted Slides and the Toddler Slides, and an additional slide—the full-sized Off Ramp slide, which is also known as the "Family Slide" or "The Rush"— and up to two (2) of Slick Slide LLC's other proprietary slides per location, even if the location is in your territory. In exchange for the rights granted to Sky Zone, the agreement limits the right of Slick Slide LLC by prohibiting Slick Slide LLC from selling any of its proprietary slides to the following seven competitors of Sky Zone for the term of the agreement: Urban Air Adventure Parks, Altitude Trampoline Parks, Get Air Trampoline Parks, Launch Trampoline Parks, Surge Adventure Parks, Flight Adventure Parks,

and Flying Squirrel Sports parks.

Item 13
TRADEMARKS

Principal Trademark

The following are the principal trademarks that we license to you. These trademarks are owned by our affiliate Slick City LLC. Our affiliate registered the following trademarks with the United States Patent and Trademark Office ("USPTO"):

Mark	Serial Number	Registration Date	Principal or Supplemental Register of USPTO	Owner
SLICK CITY ACTION PARK SC Slick City Action Park	97977651	7/2/2024	Principal	Slick City LLC
SLICK CITY	97978294	9/17/2024	Principal	Slick City LLC

Our affiliate has filed, and intends to file, all required affidavits to maintain the registrations referenced above.

We may permit, or require you, to use additional marks in addition to the principal trademarks listed above. We have the right to change, add to, or substitute the trademarks to be used by you at any time and for any reason we deem appropriate. If we decide to modify or discontinue the use of a trademark and/or decide to use one or more additional or substitute names or trademarks, you must make the changes we require of you at your own expense and without claim against us except as noted above and in the Franchise Agreement. You will need to comply within a reasonable time of us giving you notice of the required change.

Determinations

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court relating to these trademarks. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in any trademark.

Agreements

There are no currently effective agreements that significantly limit our rights to use or to license the use of trademarks listed above in a manner material to the franchise except for the following:

On March 9, 2023, our affiliate Slick City LLC filed a petition to cancel the trademark registration for Slick City (Reg. No. 6270734) by a party unaffiliated with us or our affiliates. The parties have entered into a Coexistence and Consent to Register Agreement ("Coexistence Agreement") that has secured Slick City LLC's rights to proceed with the registration of its trademarks and to use those trademarks in ways that are not inconsistent with the Coexistence Agreement. As such, Slick City LLC requested that the cancellation proceeding be dismissed without prejudice. The Trademark Trial and Appeal Board thereafter entered an order formally dismissing the proceeding in accordance with Slick City LLC's request.

Slick City LLC owns the trademarks described in this Item. Under an Intercompany License Agreement between us and Slick City LLC, effective as of January 4, 2023, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement expires in 50 years. It may be modified only by mutual consent of the parties. It may be terminated by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one (1) year. The Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We

have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third-party alleging infringement by your use of the trademark; and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense. You will have a reasonable period of time to comply with the change, not to exceed ninety (90) days. After such period, you would no longer have the right to use the unmodified or discontinued trademark. Your rights under the franchise agreement do not change, other than the modification or discontinuation of the trademark.

Superior Prior Rights and Infringing Uses

We do not know of any superior prior rights or infringing uses that could materially affect your use of the principal trademarks. We are aware of the SlickCity registration held by Mr. Green as identified in this Item, but our affiliate has entered into a Coexistence Agreement that permits us, our affiliate and franchisees to continue using the trademarks as required under the system. There may be other uses of marks similar to our trademarks that may affect your use of our trademarks. We cannot represent with certainty that we have exclusive or superior rights to our marks in all geographical areas.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

Our affiliate Slick Slide LLC owns rights in, or licenses to, patents that are material to the franchise. These patents have either been registered by our affiliate, or our affiliate has patent applications for them pending. Those patents and applications are summarized below:

Type	Country	Title	Status	Serial Number	Patent/ Design Number	Application Filing Date	Issue, Expire, or Status Date
Non-Provisional PCT	AU	Low-Friction Recreational Slide System (Dry Slide Technology)	Filed - Pending	2023372083	N/A	05/15/2025	N/A

Non-Provisional PCT	BR	Low-Friction Recreational Slide System (Dry Slide Technology)	Filed - Pending	BR112025008527 1	N/A	04/29/2025	N/A
Non-Provisional PCT	CA	Low-Friction Recreational Slide System (Dry Slide Technology)	Filed - Pending	3272293	N/A	04/30/2025	N/A
Non-Provisional PCT	CO	Low-Friction Recreational Slide System (Dry Slide Technology)	Filed - Pending	NC2025/0007111	N/A	05/29/2025	N/A
Non-Provisional PCT/EPC	EPC	Low-Friction Recreational Slide System (Dry Slide Technology)	Allowed	23 754 590	N/A	11/09/2023	N/A
Design	EPC	Recreational Slide (Barrel Roll Slide)	Registered	015061791-0001	015061791-0001	05/29/2024	05/29/2024
Design	EPC	Recreational Slide (Barrel Roll Slide)	Registered	015061791-0002	015061791-0002	05/24/2024	05/29/2024
Design	EPC	Recreational Slide (Barrel Roll Slide)	Registered	015061791-0003	015061791-0003	05/24/2024	05/29/2024
Design	EPC	Recreational Slide (Barrel Roll Slide)	Registered	015061791-0004	015061791-0004	05/24/2024	05/29/2024
Design	EPC	Recreational Slide (Barrel Roll Slide)	Registered	015061791-0005	015061791-0005	05/24/2024	05/29/2024
Design	EPC	Recreational Slide (Barrel Roll Slide)	Registered	015061791-0006	015061791-0006	05/24/2024	05/29/2024
Non-Provisional PCT	FR	Low-Friction Recreational Slide System (Dry Slide Technology)	Filed - Pending	EP4384294A1	N/A	10/07/2023	N/A
Non-Provisional PCT	IL	Low-Friction Recreational Slide System	Filed - Pending	320613	N/A	04/30/2025	N/A

		(Dry Slide Technology)					
Non-Provisional PCT	IN	Low-Friction Recreational Slide System (Dry Slide Technology)	Filed - Pending	202517051906.00	N/A	05/29/2025	N/A
Non-Provisional PCT	MX	Low-Friction Recreational Slide System (Dry Slide Technology)	Filed - Pending	2025/005103	N/A	04/30/2025	N/A
Non-Provisional (PCT)	N/A	Ride Vehicle For a Recreational Slide	Filed - Pending	US2025/027932	N/A	05/06/25	N/A
Non-Provisional (PCT)	N/A	Air Cushion Recreational Sliding System	Filed - Pending	US2025/38308	N/A	07/18/2025	N/A
Non-Provisional (PCT)	N/A	Roller Mat Ride Vehicle for a Recreational Slide	Filed - Pending	US2025/47461	N/A	09/23/2025	N/A
Non-Provisional PCT	SA	Low-Friction Recreational Slide System (Dry Slide Technology)	Filed - Pending	1120263700	N/A	04/29/2026	N/A
Non-Provisional	UK	Low-Friction Recreational Slide System (Dry Slide Technology)	Granted	2314317.5	GB2618973	09/19/2023	06/25/2025
Non-Provisional Divisional	UK	Low-Friction Recreational Slide System (Dry Slide Technology)	Granted	2401780.8	GB2623710	02/09/2024	06/25/2025
Design	UK	RECREATIONAL SLIDE (Scoop)	Registered	6277723	6277723	04/24/2023	05/03/2023
Design	UK	RECREATIONAL SLIDE (Long Jump)	Registered	6277724	6277724	04/24/2023	05/02/2023

Design	UK	RECREATIONAL SLIDE (Long Jump)	Registered	6277725	6277725	04/24/2023	05/02/2023
Design	UK	RECREATIONAL SLIDE (Bowl)	Registered	6277726	6277726	04/24/2023	05/02/2023
Design	UK	RECREATIONAL SLIDE (Whoop)	Registered	6277727	6277727	04/24/2023	05/02/2023
Design	UK	RECREATIONAL SLIDE (Whoop)	Registered	6277728	6277728	04/24/2023	05/17/2023
Design	UK	RECREATIONAL SLIDE (Sidewinder)	Registered	6277729	6277729	04/24/2023	05/02/2023
Design	UK	Recreational Slide (Barrel Roll Slide)	Registered	6368302	6368302	05/24/2024	05/24/2024
Design	UK	Recreational Slide (Barrel Roll Slide)	Registered	6368303	6368303	05/24/2024	05/24/2024
Design	UK	Recreational Slide (Barrel Roll Slide)	Registered	6368304	6368304	05/24/2024	05/24/2024
Design	UK	Recreational Slide (Barrel Roll Slide)	Registered	6368305	6368305	05/24/2024	05/24/2024
Design	UK	Recreational Slide (Barrel Roll Slide)	Registered	6368306	6368306	05/24/2024	05/24/2024
Design	UK	Recreational Slide (Barrel Roll Slide)	Registered	6368307	6368307	05/24/2024	05/24/2024
Non-Provisional	US	Low-Friction Recreational Slide System (Dry Slide Technology)	Granted	18/349,347	11,998,854	07/10/2023	06/04/2024
Non-Provisional Continuation	US	Low-Friction Recreational Slide System (Dry Slide Technology)	Filed - Pending	18/442,609	N/A	02/15/2024	N/A
Design	US	RECREATIONAL SLIDE (Launch Slide)	Granted	29/696,765	D973,821	7/1/2019	12/27/2022

Design Continuation	US	RECREATIONAL SLIDE (Launch Slide)	Granted	29/867,146	D1,003,382	10/12/2022	10/31/2023
Design Continuation	US	RECREATIONAL SLIDE (Launch Slide)	Granted	29/912,434	D1,065,407	9/19/2023	03/04/2025
Design Continuation	US	RECREATIONAL SLIDE (Launch Slide)	Granted	29/956,608	D1,065,408	8/08/2024	03/04/2025
Design Continuation	US	RECREATIONAL SLIDE (Launch Slide)	Granted	29/956,624	D1,064,162	8/08/2024	02/25/2025
Design Continuation	US	RECREATIONAL SLIDE (Launch Slide)	Granted	29/984,611	D1,086,343	01/15/2025	07/29/2025
Design Continuation	US	RECREATIONAL SLIDE (Launch Slide)	Granted	29/984,613	D1,087,271	01/15/2025	08/06/2025
Design Continuation	US	RECREATIONAL SLIDE (Launch Slide)	Granted	30/006,543	D1,100,102	06/03/2025	10/28/2025
Design Continuation	US	RECREATIONAL SLIDE (Launch Slide)	Allowed - Pending	30/025,727	N/A	09/29/2025	N/A
Design	US	RECREATIONAL SLIDE (Hybrid Slide)	Granted	29/867,099	D1,029,165	10/10/2022	05/28/2024
Design	US	RECREATIONAL SLIDE (Race Slide)	Granted	29/867,102	D1,017,749	10/10/2022	03/12/2024
Design	US	RECREATIONAL SLIDE (Scoop Slide)	Granted	29/867,464	D1,030,934	10/26/2022	06/11/2024
Design	US	RECREATIONAL SLIDE (Side Launch Slide)	Granted	29/867,498	D1,029,166	10/27/2022	05/28/2024
Design	US	RECREATIONAL SLIDE (Switchback Slide)	Granted	29/867,557	D1,027,092	10/28/2022	05/14/2024
Design	US	RECREATIONAL SLIDE (Twizzler Slide)	Granted	29/867,512	D1,027,091	10/27/2022	05/14/2024

Design	US	RECREATIONAL SLIDE (Long Jump Slide)	Granted	29/867,631	D1,039,639	11/01/2022	08/20/2024
Design	US	RECREATIONAL SLIDE (Berm Slide)	Granted	29/867,633	D1,030,935	11/01/2022	06/11/2024
Design	US	RECREATIONAL SLIDE (Bowl Slide)	Granted	29/867,634	D1,040,278	11/01/2022	08/27/2024
Design	US	RECREATIONAL SLIDE (Family Slide)	Granted	29/867,499	D1,029,167	10/27/2022	05/28/2024
Design	US	RECREATIONAL SLIDE (Whoop Slide)	Granted	29/872,061	D1,048,285	03/06/2023	10/22/2024
Design	US	RECREATIONAL SLIDE (Sidewinder Slide)	Granted	29/872,063	D1,039,641	03/06/2023	08/20/2024
Non-Provisional	US	Open-cell Airbag Landing Device Having a Closed-cell Foundation	Filed - Pending	18/503,684	N/A	11/07/2023	N/A
Non-Provisional	US	Rotating Recreational Slide (Barrel Roll Slide)	Filed - Pending	18/961,892	N/A	11/27/2024	N/A
Non-Provisional (PCT)	US	Rotating Recreational Slide (Barrel Roll Slide)	Filed - Pending	PCT/US24/057699	N/A	11/27/2024	N/A
Design	US	Recreational Slide (Barrel Roll Slide)	Filed - Pending	29/918,908	N/A	11/30/2023	N/A
Non-Provisional	US	Ride Vehicle For a Recreational Slide	Filed - Pending	19/199,916	N/A	05/06/25	N/A
Design	US	Recreational Slide (Step Slide)	Granted	29/940,615	D1,098,343	05/21/2024	10/14/2025

Design	US	Recreational Slide (Whoop 2 Slide)	Filed - Pending	29/940,620	N/A	05/03/2024	N/A

There are no material determinations of the USPTO or any court regarding any of the patents.

On October 9, 2024, two Urban Air related entities, UATP IP, LLC and UATP Management, LLC, filed a Petition for Post Grant Review of U.S. Patent No. 11,998,854 with the Patent Trial and Appeal Board. The patent is owned by our affiliate Slick Slide LLC. The matter has been assigned Case No. PGR2024-00054. An opinion on the matter from Slick Slide LLC's intellectual property counsel is attached to this disclosure document as Exhibit L.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Manual as well as all other sales, training, management, and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

There are currently no other pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

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

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim

proprietary rights in confidential information and trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

All customer data and point-of-sale data generated by your business is confidential information and is exclusively owned by us. We license such data back to you without charge solely for your use in connection with your Slick City business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements or require you to obtain such agreements from them.

You must disclose to us all ideas, plans, improvements, concepts, methods, and techniques relating to your Slick City business that you conceive of or develop. We will automatically own all such innovations, and we will have the right to incorporate any such innovations into our system for use by all franchisees without any compensation to you.

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

Your Participation

You must devote substantial time and attention to your business.

If you are the sole owner of the business, then you are deemed the "Principal Executive." If the business is owned through a corporation or limited liability company, you must designate one owner as your Principal Executive. The Principal Executive is the owner primarily responsible for the business and the owner who has decision-making authority on behalf of the business. The Principal Executive must own at least 5% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive, required meetings.

If your business is owned by an entity, all owners of the business and their spouses, if any, must sign our Guaranty and Non-Compete Agreement (see Attachment 3 to Exhibit B).

"On-Premises" Supervision

You are not required to personally conduct "on-premises" supervision (that is, act as general manager) of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor or general manager; however, each person acting as on-premises supervisor or general manager (whether that is you or a hired person) must successfully complete our training program.

If the business is owned by an entity, we do not require that the general manager or on-site supervisor own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager or on-site supervisor (and other key employees that we reasonably designate) sign a confidentiality and non-compete agreement. We will not require you to enter into a confidentiality and non-compete agreement that violates applicable state law or that prohibits a person from being employed by another Slick City outlet. We do not require you to place any other restrictions on your manager or on-site supervisor.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only menu items, beverages, goods, and services that we have approved. You cannot incorporate attractions, apparatus or activities, such as trampolines, that we have not expressly approved of.

You must offer for sale all menu items, beverages, goods, and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made at or from your premises.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Franchise Agreement (FA): § 3.1 Multi-Unit Development Agreement (MUDA): §1(a)	The term of the franchise agreement is ten (10) years from date of signing. The MUDA will expire on the date that your last franchise is scheduled to open.
b. Renewal or extension of the term	FA: § 3.2 MUDA: none	You may obtain successor franchise agreements for up to two five-year (5-year) terms.
c. Requirements for franchisee to renew or extend	FA: § 3.2 MUDA: none	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional five-year (5-year) term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us within 180-365 days before the expiration date; be in compliance with all contractual obligations to us and third parties; must have substantially complied with the franchise agreement and other agreements with us throughout the term; renovate to our then-current standards; sign a then-current form of franchise agreement and related documents (including personal guaranty); pay the renewal fee; sign a general release (unless prohibited by applicable law). If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 5-year (five-year) term and collect the renewal fee.

d. Termination by franchisee	FA: § 14.1 MUDA: none	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within thirty (30) days after notice from you. You may also terminate for any reasons allowed under applicable law. If you sign a MUDA, you may terminate it at any time.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	FA: § 14.2 MUDA: § 4	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity. If you sign a MUDA, termination of your MUDA does not give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, we have the right to terminate your MUDA.
g. "Cause" defined—curable defaults	FA: § 14.2 MUDA: none	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure). If you sign a MUDA, termination of your MUDA does not give us the right to terminate your franchise agreement(s). However, if a franchise agreement is terminated, we have the right to terminate your MUDA.
h. "Cause" defined—non- curable defaults	FA: § 14.2 MUDA: § 4	FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; your failure to open on time; lose possession of your Park; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our business inspection; cease operations; operate in a manner dangerous to health or safety (if not corrected within 48 hours); two defaults in twelve (12) months; cross-termination; charge or

		conviction of, or plea to a felony, or commission or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; a score below 90/A on government health inspections more than twice in thirty-six (36) months; score below passing grade on brand inspection more than twice in thirty-six (36) months; any other breach of franchise agreement which by its nature cannot be cured. MUDA: Failure to meet development schedule; violation of a franchise agreement or other agreement which gives us the right to terminate that agreement. However, termination of your MUDA does not give us the right to terminate your franchise agreement(s).
i. Franchisee's obligations on termination/non-renewal	FA: §§ 14.3 – 14.6 MUDA: none	Pay all amounts due; return Manual and proprietary items; cancel assumed names; cancel or transfer phone, post office boxes, directory listings, and digital marketing accounts; cease doing business; remove identification; pay liquidated damages; purchase option by us.
j. Assignment of agreement by franchisor	FA: § 15.1 MUDA: § 7	Unlimited
k. "Transfer" by franchisee - defined	FA: Article 1 MUDA: Background Statement	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	FA: § 15.2 MUDA: § 7	No transfers without our approval. We will not unreasonably withhold our approval.
m. Conditions for franchisor's approval of transfer	FA: § 15.2 MUDA: none	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements;

		buyer completes training program; you sign a general release (subject to state law); business complies with then-current system specifications (including remodel, if applicable).
n. Franchisor's right of first refusal to acquire franchisee's business	FA: § 15.5 MUDA: none	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	FA: § 14.6 MUDA: none	When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your business.
p. Death or disability of franchisee	FA: §§ 2.4, 15.4 MUDA: none	If you die or become incapacitated, a new Principal Executive acceptable to us must be designated to operate the business, or your executor must transfer the business to an approved new owner within nine (9) months. We have the right to temporarily operate the business if you die or become incapacitated.
q. Non-competition covenants during the term of the franchise	FA: § 13.2 MUDA: none	Neither you, any owner of the business, or any spouse of an owner, may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	FA: § 13.2 MUDA: none	For two (2) years, neither you, any owner of the business, or any spouse of an owner, may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within five (5) miles of your former territory (or of your Development Area if no territory had been set) or of the territory of any other Slick City business operating on the date of termination or expiration.
s. Modification of the agreement	FA: § 18.4 MUDA: § 7	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	FA: § 18.3 MUDA: § 7	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement (or MUDA) may not be

		enforceable. However, no claim made in any franchise agreement (or MUDA) is intended to disclaim the express representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	FA: § 17.1 MUDA: § 7	You are required to negotiate, and then mediate, any dispute with us. Any dispute not resolved through negotiation and mediation must be resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	FA: §§ 17.3; 17.4 and 17.8 MUDA: § 7	Arbitration will take place where our headquarters is located (currently, Chesterfield, Missouri) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the United States District Court, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	FA: § 18.8 MUDA: §7	Missouri (subject to applicable state law).

For additional disclosures required by certain states, refer to Exhibit I - State Addenda to Disclosure Document.

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Summary Income Statements

Set forth below is the average and median summary income statement for the thirteen Slick City parks that received Gross Sales (as that term is defined in Note 3 below) during all of the twelve (12) months between March 1, 2025 through February 28, 2026, the last day of the last month for which we had established financial data prior to the issuance date of this disclosure document (collectively these thirteen parks will be referred to in this Item 19 as the "Measurement Parks"). Four of the Measurement Parks are corporate-owned, seven of the Measurement Parks are affiliate-owned, and two of the Measurement Parks are owned and operated by franchisees. All of the Measurement Parks first began generating Gross Sales between June 2022 and March, 2025.

As of February 28, 2026, there were four corporate parks, six affiliate parks, and seven franchised parks, that are not included among the Measurement Parks because each opened late enough in 2025 or in 2026 that they did not generate Gross Sales throughout all of the twelve (12) months between March 1, 2025 and February 28, 2026 (these will be referred to as the "New Parks"). The financial information for the New Parks is not included in the Summary Income Statement below because they had not been generating Gross Sales for at least twelve (12) months prior to February 28, 2026.

The figures below are accounted for on an accrual basis.

The information set forth below is a historical financial performance representation and not a projection of future performance.

AVERAGE AND MEDIAN SLICK CITY LOCATIONS

BASED ON ALL SLICK CITY PARKS (13)
THAT RECOGNIZED REVENUE FOR 12 CONSECUTIVE OPERATING MONTHS FROM MARCH 1, 2025 THROUGH FEBRUARY 28, 2026.

CATEGORY	NOTES	AVERAGE PARK	MEDIAN PARK (Note 14)
Time Open as of Issuance Date of this Document	1	1 year, 10 months	1 year, 8 months
Time Period of Financials Below		3/1/25 – 2/28/26	3/1/25 – 2/28/26
Square Feet of Facility	2	39,138 sq ft	40,000 sq ft
Gross Sales	3	$4,000,498.67	$3,941,997.29
Cost of Sales	4	$351,812.77	$355,223.52
Gross Profit	5	$3,648,685.90	$3,575,386.35

Personnel Costs	6	$747,340.06	$730,326.11
Marketing Costs	7	$132,475.58	$122,503.06
Facility Costs	8	$596,155.14	$581,780.64
Operating Expenses	9	$487,202.22	$454,051.73
Brand Fund Contributions	10	$39,789.69	$39,730.24
Actual or Imputed Royalties	11	$290,984.19	$287,455.54
Profit Before Excluded Expenses	**12**	$1,354,739.02	$1,330,875.26
EBITDA Margin	**13**	33.9%	35.2%

(Notes begin on next page)

Note	Note Details
1	Of the thirteen Measurement Parks, the one that had been open the longest was open and operating for 3 years and 9 months as of February 28, 2026. The one that had been opened the least amount of time was open and operating in 12 consecutive calendar months as of February 28, 2026. All parks included in these average and median calculations are still open and operating as of the issuance date of this disclosure document. Of the thirteen Measurement Parks, six parks were open longer than 1 year and 10 months as of February 28, 2026, and seven parks were open less than 1 year and 10 months as of February 28, 2026.
2	Of the thirteen Measurement Parks the smallest park by square footage is approximately 25,671 square feet, and the largest park by square footage is approximately 56,182 square feet. Of the thirteen Measurement Parks, seven parks were larger than the average, and six parks were smaller than the average.
3	"Gross Sales" includes all sales generated through the business for a given period, including, but not limited to, payment for any services or products sold, whether for cash or credit. Gross Sales includes, but is not limited to, any revenue from sources such as locker rents, massage chairs, vending, games, Groupon sales, or any other source that generates any revenue at or in relation to your business, as well as revenue from sales at other locations. However, Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product is included in Gross Sales). Service gratuities directed by customers to employees are also not included in Gross Sales. Of the thirteen Measurement Parks, the Gross Sales for the highest performing park totaled $7,073,338.91 and the Gross Sales for the lowest performing park were $2,203,108.77. Of the thirteen Measurement Parks, five parks generated more in Gross Sales than the average, and eight parks generated less in Gross Sales than the average.
4	"Cost of Sales" includes concession costs, socks, mats, Slick Sauce, and general merchandise. The highest number in the range used to calculate this average was $544,561.20, and the lowest was $192,512.48. Of the thirteen Measurement Parks, seven parks had higher Cost of Sales than the average, and six parks had lower Cost of Sales than the average.
5	Gross Profits equals Gross Sales less Cost of Sales. The highest number in the range used to calculate this average was $6,654,868.12, and the lowest was $1,991,156.09. Of the thirteen Measurement Parks, five parks had higher Gross Profits than the average, and eight parks had lower Gross Profits than the average.

6	"Personnel Costs" includes all salaries and wages, bonuses, benefits, commissions, contract labor, payroll taxes and processing fees. This item does not include owner's compensation; however, it does include manager compensation. If you are an owner and act as manager, any manager compensation might be considered owner compensation. The highest number in the range used to calculate this average was $1,121,794.77, and the lowest was $434,095.49. Of the thirteen Measurement Parks, seven parks had lower Personnel Costs than the average, and six parks had higher Personnel Costs than the average.
7	"Marketing Costs" include local advertising, online advertising, public relations, and branded materials. The Franchise Agreement requires that each park spend the lesser of 3% of Gross Sales, or $150,000 on local marketing, and also to contribute an additional 1% of Gross Sales to the Brand Fund. The brand fund contributions are not included in this line item. See Note 10 for Brand Fund details. The highest number in the range used to calculate this average was $175,757.95, and the lowest was $107,207.50. Of the thirteen Measurement Parks, eight parks had lower Marketing Costs than the average, and five parks had higher Marketing Costs than the average.
8	"Facility Costs" include the lease of the property (including triple net, which includes common area maintenance, real estate taxes, and building insurance), maintenance costs, utilities, and security. The highest number in the range used to calculate this average was $1,056,571.35, and the lowest was $242,125.91. Of the thirteen Measurement Parks, seven parks had lower Facility Costs than the average, and six parks had higher Facility Costs than the average.
9	"Operating Expenses" include corporate administrative costs, such as software fees, supplies, small tools and equipment, merchant and bank fees, meals and entertainment, licenses and permits, uniforms, dues and subscriptions, information technology, insurance, and professional fees. The Operating Expenses for these parks include the costs of the software and technology services that franchisee parks will pay through the Technology Fee, as well as additional technology costs paid directly to vendors. The highest number in the range used to calculate this average was $780,345.62, and the lowest was $313,652.55. Of the thirteen Measurement Parks, nine parks had lower Operating Expenses than the average, and four parks had higher Operating Expenses than the average.
10	All corporate-owned, franchisee-owned and affiliate-owned parks contribute 1% of Gross Sales to the Brand Fund. Of the thirteen Measurement Parks, the highest number in the range used to calculate this average was $66,723.56, and the lowest was $21,961.65. Of the thirteen Measurement Parks, seven parks had lower Brand Fund

	contributions than the average, and six parks had higher Brand Fund contributions than the average.
11	"Actual Royalty" or "Imputed Royalty" is calculated at 7% standard royalty on Gross Sales. This summary income statement is based on corporate-owned, franchisee-owned and affiliate-owned parks. Affiliate-owned parks and franchisee-owned parks pay a 7% royalty. Corporate-owned parks do not pay royalty. However, in this summary income statement, EBITDA is calculated as if all parks are paying a 7% royalty. Of the thirteen Measurement Parks, seven parks had lower Actual Royalty (if franchisee-owned or affiliate-owned) or Imputed Royalty (if corporate-owned) than the average, and six parks had higher Actual Royalty or Imputed Royalty than the average.
12	Profits before excluded expenses means the Gross Profit less Personnel Costs, Marketing Costs, Facility Costs, Operating Expenses, and Imputed Royalty, Brand Fund Contributions and local marketing. Among the "excluded expenses" are interest; consulting fees; federal, state, and local taxes; depreciation; and amortization costs. These items will reduce profits. Essentially this item reflects the profits generated by the operation before the impact of taxes, capital, interest expense, and non-cash items. This is not the same as "net income" or "net profit" of the business. The highest number in the range used to calculate this average was $3,248,931.02, and the lowest was $133,459.28. Out of our thirteen Measurement Parks, two had profits before excluded expenses that were less than $700,000.00, four had profits before excluded expenses between $701,000.00 and $1,354,739.01, and six had profits before excluded expenses that were between $1,354,739.02 (the average) and $3,248,931.02 (the highest).
13	EBITDA Margin is calculated by dividing Profit Before Excluded Expenses by Gross Sales. The highest number in the range used to calculate this average was 45.9 %, and the lowest was 6.1%. Of the thirteen Measurement Parks, eight parks had higher EBITDA Margin than the average, and five parks had lower EBITDA Margin than the average.
14	The median values shown in this chart represent the median of each line item's value as stated in the financial statements of each Measurement Park and are therefore not dependent upon the other median values in this chart. For example, the median gross sales stated in this chart was calculated by taking gross sales of each Measurement Park and identifying the median of those values; the median cost of sales stated in this chart was calculated by taking the cost of sales incurred by each Measurement Park and identifying the median of those values; and the median gross profit stated in this chart was calculated by taking the gross profits of each Measurement Park and identifying the

	median of those values. As a result, the median gross profit shown in this chart is not equal to the difference between the median gross sales shown in the chart and the median cost of sales shown in the chart.

Average and Median Unit Volume, Guest Count and Age Demographics

The following average and median unit volume, guest count and age demographic information was based on information from the thirteen Measurement Parks. In addition to the Measurement Parks, other company-owned or affiliate-owned parks opened during 2025 but their information was not included in the information provided below because they did not open in time to receive Gross Sales throughout the full twelve-month period ending on February 28, 2026. Of the thirteen Measurement Parks, seven were affiliate-owned parks, four were corporate-owned parks and two were franchisee-owned parks.

Average and Median Unit Volume

The Average Unit Volume (AUV) of the thirteen Measurement Parks during the period from March 1, 2025 to February 28, 2026 was $ 4,000,498.67[1]. Five of the Measurement Parks were above the average, and eight of the Measurement Parks were below the average.

The Median Unit Volume of the thirteen Measurement Parks for the same time period was $3,941,997.29.

Guest Count

Guests are defined as a visitor to any park who signed our waiver and made a purchase. Purchases include tickets, food and beverage, and/or merchandise.

The average guest count per Measurement Park during the period between March 1, 2025 and February 28, 2026 (the number of guests who visited one of the thirteen Measurement Parks during that period) was 111,523 guests[2].

For the same parks and period above, the median guest count per park was 114,197 guests.

Age Demographics

During the same period as referenced above, the age breakdown of guests (as defined above) at

[1] The highest number in the range used to calculate this average was $7,073,338.91, and the lowest was $2,203,108.77.
[2] The highest number in the range used to calculate this average was 177,712 guests, and the lowest was 61,232 guests.

the thirteen Measurement Parks combined was as follows:

Age Range of Guests	Percentage of Total
0 to 4 years old	7.15%
5 to 13 years old	59.23%
14 to 17 years old	6.46%
18 years old and up	27.15%

Sales By Month

The following chart shows the percentage of the combined annual Gross Sales earned in each month by the thirteen Measurement Parks during the twelve (12) month period between March 1, 2025 and February 28, 2026. These parks are located in Lakewood, CO; Chesterfield, MO; Katy, TX; Peoria, AZ; Denton, TX; Chandler, AZ; North Aurora, IL; Willowbrook, TX, Wauwatosa, WI; Queen Creek, AZ; Maple Grove, MN; Arlington, TX; and Brownsburg, IN.

Month	Combined Percentage of Gross Sales
January	8.94%
February	7.49%
March	12.33%
April	9.06%
May	7.64%
June	8.69%
July	9.51%
August	8.48%
September	5.88%
October	6.69%
November	7.96%
December	7.33%

Twelve other parks opened during 2025, and five more parks opened in 2026 as of February 28, 2026; however, those 17 parks are not included in this chart because they did not generate Gross Sales during all of the twelve (12) months between March 1, 2025 and February 28, 2026.

First Full Month, Three Months, and Six-Months Average and Median Sales

The following charts show the average and median Gross Sales generated by each of the

parks in the US that have been operating for at least a full month as of February 28, 2026, during each park's first full month of operation, full three months of operation (if applicable), and full six months of operation (if applicable). The information with each chart states how many parks have been open for the specified period of time: one full month, three full months and six full months, as well as the average and median square footage of each group of parks; and the average and median Gross Sales the parks generated during that time period. As of February 28, 2026, there were thirty parks open: nine franchise parks, eight corporate parks, and thirteen affiliate parks. As of February 28, 2026, twenty-six parks had been opened for at least a full month; twenty-five parks had been opened for at least a three full months; and eighteen parks had been opened for at least a six full months. Four additional parks opened before February 28, 2026, but had not been open for a full month of operation as of February 28, 2026.

First Full Month: Average and Median Gross Sales (26 Parks)

The following chart states the following information for the twenty six parks that had been oeprating for at least a full month as of February 28, 2026: the average and median size of the twenty six parks and the average and median gross sales of the twenty six parks during their respective first months of operation. These parks are in: Lakewood, CO; North Aurora, IL; Chesterfield, MO; Katy, TX; Willowbrook, TX; Denton, TX: Peoria, AZ; Chandler, AZ; Wauwatosa, WI; Queen Creek, AZ; Maple Grove, MN; Arlington, TX; Brownsburg, IN; Scottsdale, AZ; Frisco, TX; Columbus, OH; Tulsa, OK; Mesa, AZ; Goodyear, AZ; Springdale, OH; Plano, TX; Orland Park, IL; Southlands, CO; Oklahoma City, OK; Fargo, ND; and Nashville, TN.

Park Type	Size	Gross Sales – First Full Month
Average Park	37,652 sq ft	$ 510,882.57[3]
Median Park	36,977 sq ft	$ 423,154.07

Of the twenty-six parks that had been operating for at least a full month as of February 28, 2026, twelve had above average gross sales in their first full month, and fourteen had below average gross sales in their first full month. Of these twenty-six parks, thirteen were affiliate-owned, five were franchisee-owned, and eight were corporate owned.

First Full 3 Months: Average and Median Gross Sales (25 Parks)

The following chart states the following information for the twenty five parks that had been oeprating for at least three full months as of February 28, 2026: the average and median size of the twenty five parks and the average and median gross sales of the twenty five parks during their

[3] The highest number in the range used to calculate this average was $955,143.08 and the lowest was $109,307.48.

respective first three months of operation. These parks are in: Lakewood, CO; North Aurora, IL; Chesterfield, MO; Katy, TX; Willowbrook, TX; Denton, TX: Peoria, AZ; Chandler, AZ; Wauwatosa, WI; Queen Creek, AZ; Maple Grove, MN; Arlington, TX; Brownsburg, IN; Scottsdale, AZ; Frisco, TX; Columbus, OH; Tulsa, OK; Mesa, AZ; Goodyear, AZ; Springdale, OH; Plano, TX; Orland Park, IL; Southlands, CO; Oklahoma City, OK; and Fargo, ND.

Park Type	**Size**	**Gross Sales – First Full Three Months**
Average Park	38,323 sq ft	$1,438,050.83[4]
Median Park	39,168 sq ft	$1,393,339.78

Of the twenty five parks operating for at least a full three months as of February 28, 2026, twelve had above average gross sales in their first full 3 months, and thirteen had below average gross sales in their first full 3 months. Of these twenty-five parks, 12 were affiliate-owned, eight were corporate-owned, and five were franchisee-owned.

First Full Six Months: Average and Median Gross Sales (18 Parks)

The following chart states the following information for the eighteen parks that had been operating for at least six full months as of February 28, 2026: the average and median size of the eighteen parks and the average and median gross sales of the eighteen parks during their respective first six months of operation. These parks are in: Lakewood, CO; North Aurora, IL; Chesterfield, MO; Katy, TX; Willowbrook, TX; Denton, TX: Peoria, AZ; Chandler, AZ; Wauwatosa, WI; Queen Creek, AZ; Maple Grove, MN; Arlington, TX; Brownsburg, IN; Scottsdale, AZ; Frisco, TX; Columbus, OH; Tulsa, OK; and Mesa, AZ.

Park Type	**Size**	**Gross Sales – First Full Six Months**
Average Park	38,616 sqft	$ 2,530,837.01[5]
Median Park	37,501 sqft	$ 2,442,256.01

Of the eighteen parks operating for at least a full six months as of February 28, 2026, seven had above average gross sales in their first full 6 months, and eleven had below average gross sales in their first full 6 months. Of the eighteen parks open for at least a full six months, nine were affiliate-owned, seven were corporate-owned, and two were franchisee-owned.

[4] The highest number in the range used to calculate this average was $2,833,058.94, and the lowest was $388,948.45.

[5] The highest number in the range used to calculate this average was $4,519,661.49, and the lowest was $806,345.74.

Spend per Guest and per Birthday Party

The term we use to refer to the average amount spent per guest in Slick City parks is "spend per head." From March 1, 2025 to February 28, 2026, the average spend per head at the thirteen Measurement Parks was $35.70. The spend per head at seven parks exceeded that average, and the spend per head at the other six parks was below that average. The median spend per head during the same time period at the same thirteen Measurement Parks was $35.87. The lowest spend was $32.17, and the highest spend was $38.32.

The term we use to refer to the average amount spent per birthday party in Slick City parks is "spend per birthday party." From March 1, 2025 to February 28, 2026, the average spend per birthday party at the thirteen Measurement Parks was $464.31[6], based on 22,556 birthdays hosted at the thirteen Measurement Parks combined. The spend per birthday party at six parks exceeded that average, and the spend per birthday party at the other seven parks was below that average. The median spend per birthday party during the same time period and for the same thirteen Measurement Parks was $461.72.

The term we use to refer to the average number of guests that attend each birthday party at a Slick City park is "guests per party." From March 1, 2025 to February 28, 2026, the average guests per party at the thirteen Measurement Parks was 11[7] based on 259,138 guests attending birthday parties at all of the Measurement Parks during the time period stated above. The guests per party at five parks exceeded that average, and the guests per party at the other eight parks was below that average. The median guests per party during the same time period and for the same thirteen Measurement Parks was 14.[8]

Top Sales Categories and Food and Beverage Products

The following chart shows the percentage of the combined Gross Sales generated by each of the following categories of revenue at the thirteen Measurement Parks during the twelve (12) month period from March 1, 2025 to February 28, 2026; the average amount of Gross Sales generated by each revenue category in the thirteen Measurement Parks during that period; and the median amount of Gross Sales generated by each revenue category in the thirteen Measurement Parks during that period. Twelve additional parks opened in 2025 and thirteen additional parks opened in 2026; however, their information is not included in the chart below because they did not generate Gross Sales for at least twelve (12) months prior to February 28, 2026.

Sales Category	Combined Percentage of	Average Amount of Gross Sales	Median Amount of Gross Sales

[6] The highest number in the range used to calculate this average was $521.40, and the lowest was $423.32
[7] The highest number in the range used to calculate this average was 13, and the lowest was 11.
[8] The highest number in the range used to calculate this average was 21, and the lowest was 12.

	Gross Sales from category	Generated by Category	Generated by Category
Tickets	50.19%	$1,998,837.40 [9]	$1,901,423.47
Birthday Parties & Events	17.59%	$700,435.12 [10]	$689,955.76
Food and Beverage	14.86%	$591,610.81 [11]	$640,984.07
Merchandise	9.48%	$377,700.36 [12]	$339,395.60
Other (including Groupon, lockers, arcades, passes and programs)	7.88%	$313,981.87 [13]	$279,678.29

The following chart shows the top six products sold at the cafés of the thirteen Measurement Parks during the twelve (12) month period from March 1, 2025 to February 28, 2026. These six products accounted for 83.35% of the café sales at the thirteen parks.

Product	Percentage of café sales generated
ICEEs	29.77%
All Pizza Products	26.19%
Bottled Water	8.17%
Ice Cream (including Dippin' Dots)	7.60%
Bottled Drinks (not including water)	6.36%
Fountain Drinks	5.26%

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

Assumptions

Our corporate and affiliate-owned Slick City parks are operated under the same System as your park will be operated under, with substantially similar operating requirements, processes and

[9] The highest number in the range used to calculate this average was $3,730,765.64, and the lowest was $1,009,371.21.
[10] The highest number in the range used to calculate this average was $1,287,683.72, and the lowest was $367,494.58.
[11] The highest number in the range used to calculate this average was $938,345.27, and the lowest was $326,941.00.
[12] The highest number in the range used to calculate this average was $670,261.61, and the lowest was $210,601.89
[13] The highest number in the range used to calculate this average was $560,196.88, and the lowest was $105,779.92

procedures. This Item 19 predominately reflects financial information from the four corporate-owned and seven affiliate-owned and two franchisee-owned Measurement Parks that generated Gross Sales during all of the twelve (12) months between March 1, 2025 to February 28, 2026: one each in the St. Louis, Missouri metropolitan area (Chesterfield, MO), the Denver, Colorado metropolitan area (Lakewood, CO), the Indianapolis metropolitan area (Brownsburg, IN), the Minneapolis metropolitan area (Maple Grove, MN), the Milwaukee, Wisconsin metropolitan area (Wauwatosa, WI), and the Chicago metropolitan area (North Aurora, IL), as well as three each in the Phoenix, Arizona metropolitan area (Peoria, AZ, Chandler, AZ, and Queen Creek, AZ), two each in the Dallas-Fort Worth metropolitan area (Denton, TX, and Arlington, TX) and two each in the Houston, Texas metropolitan area (Katy, TX, and Willowbrook, TX). As of February 28, 2026, we, our affiliates and franchisees were operating seventeen other Slick City businesses located in: Scottsdale, AZ; Frisco, TX; Columbus, OH; Tulsa, OK; Mesa, AZ; Goodyear, AZ; Plano, TX; Springdale, OH; Orland Park, IL; Southlands, CO; Oklahoma City South, OK; Fargo, ND; Nashville, TN; South Charlotte, NC; Fort Myers, FL; East Salt Lake, UT; and Woodbury, MN. Each of these were open in 2025 or 2026 and had not generated Gross Sales for the entire twelve (12) month period between March 1, 2025 and February 28, 2026. Our open parks benefit from the goodwill that has been established in their areas through local advertising and through their market presence. Slick City parks located outside of those areas may not receive the same benefits from marketing and advertising as the open Slick City parks receive. Open Slick City parks also have the benefit of an established clientele at their parks, and name recognition in their communities. During the measuring periods reflected in this Item 19, some Slick City businesses operated in the same metropolitan areas as other Slick City businesses, and some did not. Future Slick City parks may be in metropolitan areas where there are more than one Slick City park. Affiliate-owned Slick City parks are managed by individuals who are experienced in operating family entertainment businesses who may, among other things, be more skilled and experienced at managing staff, controlling costs, and increasing sales than franchisees with less experience in operating such facilities.

Our eight corporate-owned Slick City parks (those parks located in Lakewood, CO; Katy, TX; Peoria, AZ; Willowbrook, TX; Scottsdale, AZ; Frisco, TX; Columbus, OH; and Plano, TX) do not pay royalties, but they do contribute to the Brand Fund at the same rate that franchised Slick City businesses contribute. All thirteen affiliate-owned Slick City parks (those parks located in North Aurora, IL; Orland Park, IL; South Oklahoma City South, OK; Chesterfield, MO; Wauwatosa, WI; Denton, TX; Arlington, TX; Nashville, TN; Tulsa, OK; Goodyear, AZ; Mesa, AZ, Chandler, AZ; and Queen Creek, AZ) contribute to the Brand Fund at the same rate that franchised Slick City businesses contribute, and pay royalties at the same rate that franchise Slick City businesses pay. In the Item 19 Summary Income Statement above, all parks' EBITDA margin is calculated as if they were paying 7% royalty, including corporate parks.

Results of a particular Slick City park can also be affected by many factors unique to that business, such as: (a) the size of the park; (b) the weather at the park's location; (c) available parking; (d) ease of access and traffic congestion near the park; (e) the park's geographic area; (f)

potential differences in management, operations, advertising, marketing, and social media expertise; (g) whether the franchisee owns a single unit or multiple units (i.e., parks owned and operated by single unit franchisees may experience different results than those owning multiple franchised parks who may be larger, more experienced, multi-unit operators with accompanying economies of scale, increased advertising dollars, and management and operations expertise); (h) whether the Marks are already established in the market through the presence of multiple parks; (i) name recognition; (j) competition from same-system franchisees, independent businesses, and other franchise systems; (k) economic and demographic characteristics of the market; (l) regional acceptability of the products or services offered by the park; (m) capitalization by, and amount of debt of, the owner; (n) the owner's access to, and availability of, financial resources; (o) available pool of quality labor to staff the business and the quality and training of staff; (p) personal business, marketing, management, judgment and other skills of the owner and/or managers; (q) the owner's willingness to work hard and follow the system; (r) local market conditions; (s) the owner's ability to increase sales from delivery, carry-out, and catering; and (t) other factors.

Written substantiation for the financial performance representation in this Item 19 will be made available to you upon reasonable request.

Other than the preceding financial performance representation, Slick City Franchise Group LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to Slick City Franchise Group's management by contacting Alex Benepe at 17379 Edison Ave., Chesterfield, Missouri 63005, frandev@slickcity.com, and 877-705-2489, the Federal Trade Commission, and the appropriate state regulatory agencies.

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Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1

Systemwide Outlet Summary
For Years 2023 to 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	5	+5
Company-Owned	2023	2	3	+1
	2024	3	9	+6
	2025	9	20	+11
Total Outlets	**2023**	**2**	**3**	**+1**
	2024	**3**	**9**	**+6**
	2025	**9**	**25**	**+16**

Table 2

Transfers of Outlets from Franchisees to New Owners (other than Slick City Franchise Group) For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

Table 3

Status of Franchised Outlets For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Slick City Franchise Group	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Colorado	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Indiana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Minnesota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

North Dakota	2025	0	1	0	0	0	0	1
Ohio	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Totals	**2023**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**5**	**0**	**0**	**0**	**0**	**5**

Table 4

Status of Company-Owned Outlets* For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Arizona	2023	0	0	0	0	0	0
	2024	0	2*	0	0	0	2*
	2025	2*	4*	0	0	0	6*
Colorado	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Illinois	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1*
	2025	1*	1*	0	0	0	2*
Missouri	2023	1*	0	0	0	0	1*
	2024	1*	0	0	0	0	1*
	2025	1*	0	0	0	0	1*
Ohio	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1
Oklahoma	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	2*	0	0	0	2*

Texas	2023	0	1	0	0	0	1
	2024	1	2*	0	0	0	3*
	2025	3*	3*	0	0	0	6*
Wisconsin	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	0	1
Totals	**2023**	**2***	**1**	**0**	**0**	**0**	**3***
	2024	**3***	**6***	**0**	**0**	**0**	**9***
	2025	**9***	**11***	**0**	**0**	**0**	**20***

*One or more of these outlet(s) is/are operated by affiliates (entities owned by one or more of our principals).

Table 5
Projected Openings As Of March 31, 2026

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in 2026	Column 4 Projected New Company-Owned Outlets in 2026
Alabama	3	0	0
Arizona	0	0	1
Arkansas	2	0	0
California	5	1	4
Colorado	2	0	0
Connecticut	0	0	0
Florida	5	1	1
Georgia	2	1	0
Idaho	0	1	0
Illinois	2	0	0
Indiana	1	2	1
Iowa	0	1	0
Kansas	1	0	1
Kentucky	2	0	0
Massachusetts	1	1	0

Michigan	1	1	0
Minnesota	1	1	0
Missouri	2	0	1
Montana	1	0	0
Nebraska	1	0	0
Nevada	1	0	1
New Jersey	1	1	0
New Mexico	0	0	0
New York	3	0	1
North Carolina	1	1	0
North Dakota	0	0	0
Ohio	1	1	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	2	0	0
South Carolina	1	0	0
South Dakota	1	0	0
Tennessee	0	1	2
Texas	4	4	2
Utah	2	2	0
Virginia	2	0	1
Washington	2	1	0
Wisconsin	1	0	0
Totals	**54**	**21**	**16**

Current Franchisees

Exhibit H contains the names of all current franchisees (as of the issuance date of this disclosure document), and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit H contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business

under the 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.

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

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

Exhibit F contains our audited financials for fiscal years 2023, 2024 and 2025 and unaudited financials from a portion of 2026 if required. Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Multi-Unit Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
J. State Addenda to Agreements
K. EFT Authorization Form

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677 www.dfpi.ca.gov Ask.DFPI@difpi.ca.gov	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 261-7577

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	_____
2.	**Initial Franchise Fee**	$_____
3.	**Development Area**	_____
4.	**Business Location**	_____
5.	**Protected Territory**	_____
6.	**Opening Deadline**	_____
7.	**Principal Executive**	_____
8.	**Franchisee's Address**	_____

FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made between Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group"), and Franchisee effective as of the date signed by Slick City Franchise Group (the "Effective Date").

Background Statement:

A. Slick City Franchise Group and its affiliates Slick City LLC and Slick Slide LLC have created and own a system (the "System") for developing and operating indoor action parks, featuring dry slides, soft play, air court, multiple other attractions and a café, catering to both walk-in enthusiasts and special events, under the trade name "Slick City", using the Marks (as that term is defined below).

B. The System includes (1) methods, procedures, and standards for developing and operating a Slick City business; (2) plans, specifications, equipment, signage, and trade dress for Slick City businesses; (3) particular menu items, beverages, products, and services; (4) the marks; (5) training programs; (6) business knowledge; (7) marketing plans and concepts; and (8) other mandatory or optional elements for Slick City businesses as determined by Slick City Franchise Group from time to time.

C. The parties desire that Slick City Franchise Group license the Marks and the System to Franchisee for Franchisee to develop and operate a Slick City business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, or judgment, or appeal thereof, whether formal or informal.

"**Advertising and Promotional Content**" means all advertising, marketing, promotional, customer relationship management, public relations, and other brand-related programs, materials, and content relating to Slick City or the Business, including, without limitation, any printed materials (such as business cards, signs, counter cards, banners, posters, displays, window clings, leaflets, direct mail materials, coupons, and published advertisements); promotional items (such as branded specialty and novelty items, products, and clothing); audio or video advertising (such as radio, television, or podcast ads or online video postings); and Digital Marketing.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by Slick City Franchise Group.

"**Brand Fund**" means the fund established (or which may be established) by Slick City Franchise Group into which Brand Fund Contributions are deposited.

"**Business**" means the Slick City business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any business which develops or operates an action or amusement park or any other recreational facility that contains more than 3 dry slides and a mix of other core Slick

City attractions including, but not limited, to air courts, soft play, go-karts, zip line, and trapeze/swing.

"**Confidential Information**" means all non-public information of or about the System, Slick City Franchise Group, and any Slick City business, including all methods for developing and operating the Business, all trade secrets, and information relating to the technology incorporated into, the design, the manufacturing, the installation, and the maintenance of slides purchased from Slick City Franchise Group, or any of its affiliates, including, but not limited to, Slick Slide LLC, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, recipes, layouts, operating procedures, customer data, information, and know-how.

"Data Security Event" means any act, both actual or suspected, that initiates either internally or from outside the Business' computers, point-of-sale terminals, and other technology or networked environment, and violates any laws or explicit or implied security policies, including attempts (either failed or successful) to gain unauthorized access (or to exceed authorized access) to the System, other Slick City businesses, or their data or to view, copy, or use Privacy Information or Confidential Information without authorization or in excess of authorization; unwanted disruption or denial or service; unauthorized use of a system for processing or storage of data; and changes to system hardware, firmware, or software characteristics without Slick City Franchise Group's knowledge, instruction, or consent.

"Digital Marketing" means websites, social media accounts (such as Facebook, X (formerly known as Twitter), Instagram, Pinterest, Snapchat, TikTok, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, online videos, display banner campaigns, branded content social media campaigns, e-mail marketing campaigns, or other means of digital advertising on the Internet or any other means of digital or electronic communications that are intended to promote Slick City and/or the Business.

"**Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales includes, but is not limited to, any revenue from sources such as locker rents, massage chairs, vending, games and Groupon sales, or any other source that generates any revenue at or in relation to your Business, as well as revenue from sales at other locations, if permitted. However, Gross Sales does not include (i) bona fide refunds to customers; (ii) sales taxes collected by Franchisee and remitted to the proper taxing authority; (iii) sales of used equipment not in the ordinary course of business; or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales). Service gratuities directed by customers to employees are also not included in Gross Sales.

"**Input**" means any goods, services, supplies, fixtures, equipment, attractions, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Location**" means the location stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined and documented in accordance with Section 6.1.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Slick City Franchise Group's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means Slick City Franchise Group's confidential System Standards & Processes Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks, slogans and logos specified by Slick City Franchise Group from time to time for use in a Slick City business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any beneficial interest in Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Privacy Information**" means all information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked directly or indirectly with a particular consumer or household. Privacy Information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked directly or indirectly with a particular consumer or household, identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license or state identification card number, passport number, signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number or any other financial information, medical information or health insurance information; characteristics of protected classifications under state or federal law; commercial information, including records of personal property, products or services purchased, obtained or considered, or other purchasing or consuming histories or tendencies; biometric information; internet or other electronic network activity information including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement; geolocation data; audio or electronic information; professional or employment-related information; education information that is not publicly available; personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99); and inferences drawn from any of the information identified in this subsection to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes. Privacy Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"**Protected Territory**" means the Protected Territory stated on the Summary Page. If no Protected Territory is stated on the Summary Page, then the Protected Territory will be determined and documented in accordance with Section 6.1.

"**Remodel**" means a refurbishment, renovation, and remodeling of the Location to conform to the

building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new Slick City business.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which Slick City Franchise Group requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by Slick City Franchise Group, which may include, without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, data protection and privacy, design (such as construction, decoration, layout, furniture, fixtures and signs), attraction operation, regular inspection and maintenance, environmental protection and sustainability, equipment, inventory, maintenance, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings (including menu and beverages), quality of products and services, reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems (including credit and debit card systems, check verification services, and other payment systems, as well as any compliance programs relating to those systems, and internet access, as well as upgrades, supplements, and modifications thereto), recipes, temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, assign or dispose of, in any single or series of transactions (i) substantially all of the assets of the Business; (ii) this Agreement; (iii) any direct or indirect ownership interest in Franchisee; or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Slick City Franchise Group grants to Franchisee the right to operate the Business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open, and operate the Business at the Location for the entire term of this Agreement. Franchisee shall exert its best efforts to promote and enhance the Business.

2.2 Protected Territory. Slick City Franchise Group shall not establish, nor license the establishment of, another business within the Protected Territory selling the same or similar goods or services under the same or similar trademarks or service marks as the Marks. This prohibition does not apply to any Slick City business operating or under construction when the Protected Territory is determined. Slick City Franchise Group and its affiliates retain the right to do any of the following (all without any compensation to Franchisee):

(a) establish and license others to establish and operate Slick City businesses outside the Protected Territory, notwithstanding their proximity to the Protected Territory or their potential impact on the Business;

(b) operate and license others to operate businesses anywhere, including within the Protected Territory, that sell the same or similar goods or services as the Business under trademarks or service marks that are not the same as or similar to the Marks;

(c) sell and license others to sell any products and services in the Protected Territory under any trademarks or service marks (including the Marks) through channels of distribution (including the internet) other than that used by the Business consistent with this Agreement;

(d) acquire or be acquired by (under any form of business transaction) a Competitor that has (or may in the future have) outlets in the Protected Territory which compete with the Business under trademarks or service marks other than the Marks; and

(e) engage in any action not specifically precluded by the express terms of this Agreement.

Notwithstanding the rights retained by Slick City Franchise Group in this section, Slick City Franchise Group has entered into an agreement with its affiliate Slick Slide LLC in which Slick Slide LLC has agreed to limit sales of some of its slides to businesses that are not Slick City businesses. Subject to the exception stated below, Slick Slide LLC has agreed not to sell more than two (2) of its proprietary slides to any business, other than a Slick City business, in the Protected Territory during the term of this Agreement, or any successor agreement granted pursuant to the terms of this Agreement (the "Slide Limitation"). Franchisee acknowledges that the Slide Limitation only applies to slides, and not to other products created by Slick Slide LLC, such as, but not limited to, air courts, zip lines, trapezes, go-karts and toddler attractions, which may include slides that are less than 14 feet high.

Slick City Franchise Group and Franchisee agree that the following are exceptions to the Slide Limitation:

(a) the following slides, or slide-like designs, are excepted from the Slide Limitation and can be sold in any quantity to any business inside or outside the Protected Territory: Barrel Roll slide and the Hybrid slide (collectively the "Unrestricted Slides"), and any other slides 14' in height or less targeted towards toddlers or young children (collectively the "Toddler Slides").

(b) Additionally, as of January 14, 2025, Slick Slide LLC has entered into an agreement with CircusTrix Holdings, LLC, the operator of Sky Zone Trampoline Parks, DEFY Extreme Air Sports Trampoline Park, and Rockin' Jump Trampoline Parks ("Sky Zone"). For a period of two (2) years from its effective date, this agreement permits Sky Zone to buy, and install in its locations the Unrestricted Slides and the Toddler Slides, and an additional slide—the full-sized Off Ramp slide, which is also known as the "Family Slide" or "The Rush"— and up to two (2) of Slick Slide LLC's other proprietary slides per location, even if the location is in the Protected Territory. In exchange for the rights granted to Sky Zone, the agreement limits the right of Slick Slide LLC by prohibiting Slick Slide LLC from selling any of its proprietary slides to the following seven competitors of Sky Zone for the term of the agreement: Urban Air Adventure Parks, Altitude Trampoline Parks, Get Air Trampoline Parks, Launch Trampoline Parks, Surge Adventure Parks, Flight Adventure Parks, and Flying Squirrel Sports Parks.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each Owner,

officer, and director of Franchisee, and (ii) describes the nature and extent of each Owner's interest in Franchisee. If any information on Attachment 1 changes (through any means that is not a Transfer), Franchisee shall notify Slick City Franchise Group within ten (10) days. Franchisee shall furnish Slick City Franchise Group with its articles or certificate of incorporation, bylaws, and partnership or limited liability documentation or similar organization documents, and any other documents Slick City Franchise Group may reasonably request, and any amendments thereto or restatements thereof that are made during the term of this Agreement.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. Slick City Franchise Group is entitled to rely on any communication, decision, or act by the Principal Executive as being the communication, decision, or act of Franchisee. The Principal Executive must have at least 5% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-day general manager of the Business, but the Principal Executive must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to Slick City Franchise Group's reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner, and each Owner's spouse, if any, sign a personal guaranty of Franchisee's obligations to Slick City Franchise Group in the form of Attachment 3.

2.6 No Conflict. Franchisee represents to Slick City Franchise Group that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement; (ii) are not a direct or indirect owner of any Competitor; and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for ten (10) years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into up to two additional successor agreements granting Franchisee a continued license to operate the Business at the Location for periods of five (5) years each, subject to the following conditions prior to each expiration:

(a) Franchisee notifies Slick City Franchise Group of its election to renew between 180 and 365 days prior to the end of the term;

(b) Franchisee and its affiliates are in compliance with this Agreement and all other agreements with Slick City Franchise Group or any of its affiliates at the time of the election and at the time of renewal;

(c) Franchisee and its affiliates have been in substantial compliance with this Agreement and all other agreements with Slick City Franchise Group or any of its affiliates

throughout the terms of all such agreements;

(d) Franchisee has made or agrees to make (within a period of time acceptable to Slick City Franchise Group) renovations and changes to the Business and/or the Location as Slick City Franchise Group requires to ensure that it conforms to the then-current System Standards; such renovations and changes may include, without limitation, a Remodel, making changes to the façade, installing furnishings or fixtures, changing signage, and making upgrades to any technological features required by the System Standards;

(e) Franchisee and its Owners execute Slick City Franchise Group's then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this Agreement (including, without limitation, requiring payment of higher and/or different fees), except that the form of the franchise agreement will be amended to provide that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than granted to Franchisee under this Agreement;

(f) Franchisee pays a renewal fee of 25% of the then current Initial Franchise Fee;

(g) Franchisee and each Owner executes a general release (on Slick City Franchise Group's then-standard form) of any and all claims against Slick City Franchise Group, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable under any circumstances.

4.2 Royalty Fee.

(a) Franchisee shall pay Slick City Franchise Group a weekly royalty fee (the "Royalty Fee") equal to 7% of each week's Gross Sales. Franchisee shall pay the Royalty Fee owed on the Gross Sales of each week so that it is received by Slick City Franchise Group on or before the Tuesday of the immediately following week.

(b) In addition, if Franchisee or its affiliate(s) own 3 or more Slick City businesses, not counting the Business licensed under this Agreement, and in the calendar year prior to the opening of the Business, met or exceeded a certain Gross Sales threshold stated in the Manual (the "Multi-Unit Gross Sales Threshold"), Franchisee's Royalty Fee will be 6.5% from the date the Business opens until December 31 of the year in which it opens. For each calendar year thereafter that Franchisee and, if applicable, its affiliate(s) meet or exceed the then-applicable Multi-Unit Gross Sales Threshold from the operation of their Slick City businesses, Franchisee's Royalty Fee will be 0.5% less than it would otherwise be under Section 4.2(a). The current Multi-Unit Gross Sales Threshold is $20,000,000. Slick City Franchise Group has the right to revise the Multi-Unit Gross Sales Threshold in its sole discretion by changing the amount in the Manual or otherwise providing Franchisee with notice of the change. However, Slick City Franchise Group agrees not to increase the Multi-Unit Gross Sales Threshold more than once in any five-year (5) period.

4.3 Marketing Contributions.

(a) Brand Fund Contribution. Franchisee shall pay Slick City Franchise Group a contribution to the Brand Fund (the "Brand Fund Contribution") equal to 1% of each week's Gross Sales (or such lesser amount as Slick City Franchise Group determines), on a weekly basis in the same manner as the Royalty Fee.

(b) Market Cooperative Contribution. If the Business participates in a market cooperative, then Franchisee shall contribute to the market cooperative a percentage of Gross Sales (or other amount) determined by the market cooperative, not to exceed 5%.

4.4 Technology Fee. Slick City Franchise Group reserves the right to charge Franchisee a commercially-reasonable fee (the "Technology Fee") in exchange for software and other technology-related services and products provided by or through Slick City Franchise Group. The Technology Fee does not have to be a pass-through of Slick City Franchise Group's exact costs. Slick City Franchise Group has no liability or obligation to Franchisee with respect any third-party software or other technology-related services and products that Slick City Franchise Group provides to Franchisee. The Technology Fee does not necessarily encompass all of the costs Franchisee will incur related to technology as some costs will be paid directly to vendors. The Technology Fee for a given period is due and payable at the same time as the Royalty Fee, unless Slick City Franchise Group determines otherwise. Slick City Franchise Group may add, remove, or alter the software or technology products or services that it provides. The amount of the Technology Fee will be stated in the Manual. Slick City Franchise Group may change the Technology Fee upon at least thirty (30) days' notice to Franchisee.

4.5 Replacement / Additional Training Fee. If Franchisee sends an employee to Slick City Franchise Group's training program after opening, Slick City Franchise Group may charge its then-current training fee. As of the date of this Agreement, the training fee is $450 per person per day.

4.6 Non-Compliance Fee. Slick City Franchise Group may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to Slick City Franchise Group) which Franchisee fails to cure after thirty (30) days' notice. Thereafter, Slick City Franchise Group may charge Franchisee $250 per week until Franchisee resolves all instances of non-compliance. This fee is a reasonable estimate of Slick City Franchise Group's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of Slick City Franchise Group's other rights and remedies (including default and termination under Section 14.2).

4.7 Amendment Fee. If Franchisee requests that Slick City Franchise Group amend this Agreement, and Slick City Franchise Group agrees to make the amendment, Franchisee will be required to pay Slick City Franchise Group an amendment fee of the lesser of $10,000 or the actual costs Slick City Franchise Group incurs to address the request and prepare the amendment.

4.8 Reimbursement. Slick City Franchise Group may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If Slick City Franchise Group does so or intends to do so, Franchisee shall reimburse Slick City Franchise Group the amount paid plus a 10% administrative charge to Slick City Franchise Group within fifteen (15) days after receiving an invoice therefore from Slick City Franchise

Group accompanied by reasonable documentation.

4.9 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Brand Fund Contribution, Technology Fee, and any other amounts owed to Slick City Franchise Group by pre-authorized bank draft or in such other manner as Slick City Franchise Group may designate. Franchisee shall comply with Slick City Franchise Group's payment instructions, including executing all documents reasonably required by Slick City Franchise Group to facilitate the payment method. If Slick City Franchise Group permits Franchisee to pay by credit card or other method which causes Slick City Franchise Group to incur a fee, Franchisee shall be responsible for the amount of the fee.

(b) Calculation of Fees. Unless Slick City Franchise Group establishes an alternative process that it has set forth in the Manual, Franchisee shall report weekly Gross Sales to Slick City Franchise Group by Tuesday of the following week. If Franchisee fails to report weekly Gross Sales, then Slick City Franchise Group may withdraw estimated Royalty Fees and Brand Fund Contributions equal to 125% of the last weekly Gross Sales reported to Slick City Franchise Group, and the parties will true-up the actual fees after Franchisee reports the actual Gross Sales. Franchisee acknowledges that Slick City Franchise Group has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, or fails to submit to Slick City Franchise Group any report or information required by this Agreement that is necessary for the calculation of fees owed, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. Slick City Franchise Group may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the maximum fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by Slick City Franchise Group (including reasonable attorneys' fees) in attempting to collect payments owed by Franchisee.

(f) Application. Slick City Franchise Group may apply any payment received from Franchisee to any obligation and in any order as Slick City Franchise Group may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Slick City Franchise Group any fees or amounts described in this Agreement are not dependent on Slick City Franchise Group's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

(h) Taxes. Franchisee will be responsible for (and shall immediately remit to Slick City Franchise Group upon demand) all sales taxes, use taxes, and other taxes imposed on the fees payable by Franchisee to Slick City Franchise Group or its affiliates on payments required under this Agreement and on services or goods furnished to Franchisee by Slick City Franchise Group or

its affiliates, unless the tax is an income tax assessed on Slick City Franchise Group or its affiliate for doing business in the state where the Business is located.

(i) If applicable law (state or local) prohibits or restricts Franchisee's ability to pay (or Slick City Franchise Group's ability to collect) Royalty Fees or other amounts based on Gross Sales derived from the sale of alcoholic beverages by the Business, or if such law would require Slick City Franchise Group be licensed to sell alcoholic beverages, then the parties will exclude alcoholic beverage sales from Gross Sales and mutually agree on a substitute so as to provide the same basic economic effect of the Royalty Fee as defined herein.

ARTICLE 5. ASSISTANCE

5.1 Manual. Slick City Franchise Group shall make its Manual available to Franchisee in such format as Slick City Franchise Group deems appropriate.

5.2 Pre-Opening Assistance.

(a) Selecting Location. Slick City Franchise Group shall provide its criteria for locations to Franchisee. Slick City Franchise Group will review and advise Franchisee regarding potential locations submitted to it by Franchisee.

(b) Development. To the extent Slick City Franchise Group deems appropriate, Slick City Franchise Group shall advise Franchisee regarding the layout, design, and build-out of the Business. Slick City Franchise Group will also provide a suggested set of floor designs based on Franchisee's Location, after the Location has been approved.

(c) Vendors. To the extent applicable, Slick City Franchise Group shall provide its specifications and list of Approved Vendors and/or Required Vendors for certain Inputs, such as potential equipment, signs, fixtures, opening inventory, and supplies to open the Business.

(d) Business Plan Review. If requested by Franchisee, Slick City Franchise Group may review and advise on pre-opening business plans and financial projections created by the Franchisee, except that Slick City Franchise Group shall not advise Franchisee in any way on employment-related aspects of its business plan or projections, except for those that are necessary to ensure compliance with Slick City Franchise Group's brand standards. **Franchisee acknowledges that Slick City Franchise Group accepts no responsibility for the performance of the Business.**

(e) Pre-Opening Training. Slick City Franchise Group shall make available its standard Learn Slick City (LSC) training to the Principal Executive and up to three other management-level employees, at Slick City Franchise Group's headquarters and/or at a Slick City business designated by Slick City Franchise Group. Slick City Franchise Group shall not charge any fee for this training. Franchisee is responsible for the travel, lodging, meals, and other out-of-pocket expenses incurred by its attendees. Slick City Franchise Group reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(f) Market Introduction Plan. Slick City Franchise Group shall advise Franchisee

regarding the planning and execution of Franchisee's market introduction plan.

(g) On-Site Opening Assistance. Slick City Franchise Group shall have a representative support Franchisee's business opening for one or two days of on-site opening training and assistance, at Slick City Franchise Group's expense.

5.3 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, Slick City Franchise Group shall provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing the Business, and resolving operating problems Franchisee encounters, to the extent Slick City Franchise Group deems reasonable. If Slick City Franchise Group provides in-person support at the Business' Location in response to a request by Franchisee, Slick City Franchise Group may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support). If Slick City Franchise Group provides in-person support at the Business' Location in response to a customer complaint, governmental report, default, or non-compliance with the Manual, Slick City Franchise Group may charge its then-current special inspection fee plus any out-of-pocket expenses it incurs to provide the support, such as travel, lodging, and meals for employees providing on-site support.

(b) Pricing. Upon request, Slick City Franchise Group shall provide recommended prices for products and services offered by franchisees of the System as permitted by law.

(c) Procedures. Slick City Franchise Group shall provide Franchisee with Slick City Franchise Group's recommended administrative, bookkeeping, accounting, and inventory control procedures. Slick City Franchise Group may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. Slick City Franchise Group shall manage the Brand Fund consistent with this Agreement.

(e) Internet. Slick City Franchise Group shall maintain a website for Slick City, which will include Franchisee's Location (or territory) and telephone number and potentially other information about the Business that Slick City Franchise Group determines to be appropriate.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Protected Territory. If the Location and Protected Territory are not stated on the Summary Page, then Franchisee shall identify a potential Location within the Development Area described on the Summary Page. Franchisee acknowledges that the Development Area is only provided for the purpose of delineating the area within which Franchisee must locate an acceptable Location for the Business. So long as Franchisee is not in default under this Agreement, Franchisee will have the exclusive right to establish and operate a Slick City business in the Development Area, meaning that Slick City Franchise Group shall not operate or grant a franchise to any other person or entity to operate a Slick City business within the Development Area, until the Location is approved. Once the Location has been approved, Franchisee's rights in the Development Area will cease, and Franchisee's rights will be limited to

those protections set forth in Section 2.2. Franchisee acknowledges that if the Location is within three (3) miles of the edge of the Development Area, the Protected Territory established once the Location has been approved may be limited to the portions of the Development Area boundary that are within three (3) miles of the Location. Franchisee shall submit its proposed Location to Slick City Franchise Group for acceptance, with all related information and documents Slick City Franchise Group may request. If Slick City Franchise Group does not accept the proposed Location in writing within thirty (30) days, then it is deemed rejected. When Slick City Franchise Group accepts the Location, it will issue a Location Acceptance Letter in the form of Attachment 2 which states the Location and Protected Territory. Slick City Franchise Group shall designate the Protected Territory in its good faith discretion. **Slick City Franchise Group's advice regarding or acceptance of a proposed Location is not a representation or warranty that the Business will be successful or that the Business is permitted to be operated at the Location under applicable laws or zoning ordinances, and Slick City Franchise Group has no liability to Franchisee with respect to the Location.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location (i) if requested by Slick City Franchise Group, Franchisee must submit the proposed lease to Slick City Franchise Group for written approval; (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement; and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature on a rider to the lease in the form required by Slick City Franchise Group. Slick City Franchise Group reserves the right to require a site survey be completed by an approved surveyor and/or a Ground Penetrating Radar Scan (GPRS) prior to approving the lease for execution.

6.3 Development. Franchisee shall construct (or Remodel) and finish the Location in conformity with Slick City Franchise Group's System Standards. After Slick City Franchise Group provides Franchisee with a suggested set of floor designs that conform to the System Standards, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. The architect must be an architect designated by Slick City Franchise Group or approved by Slick City Franchise Group. If the architect Franchisee selects is not one of Slick City Franchise Group's designated architects, Slick City Franchise Group reserves the right to have the construction documents prepared by Franchisee's architect reviewed by one of Slick City Franchise Group's designated architects, and charge Franchisee a peer review fee of between $2,500 and $10,000 to cover the costs Slick City Franchise Group incurs for that review. Franchisee shall not order any equipment or begin any construction or remodeling work without first obtaining Slick City Franchise Group's approval of Franchisee's plans and without first obtaining any required permits or licenses necessary to commence such construction or remodeling work. Franchisee must engage a qualified licensed general contractor to perform such construction or remodeling work. Slick City Franchise Group may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by Slick City Franchise Group or its representatives regarding any architectural, engineering, or legal matters (including, without limitation, the Americans With Disabilities Act) in the development and construction of the Business, and Slick City Franchise Group assumes no liability with respect thereto. Slick City Franchise Group's inspection and/or approval to open the Business is not a representation or a warranty that the Business has been constructed in accordance with any architectural, engineering, or legal standards.

6.4 New Franchisee Training. Franchisee's Principal Executive must complete Slick City

Franchise Group's Learn Slick City (LSC) Training program for new franchisees to Slick City Franchise Group's satisfaction at least four (4) weeks before opening the Business, as well as Train Your Team program at the Business in the week before opening.

6.5 Conditions to Opening. Franchisee shall notify Slick City Franchise Group at least thirty (30) days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee must be in compliance with this Agreement; (2) Franchisee must have obtained all applicable governmental permits and authorizations; (3) the Business must conform to all applicable System Standards; (4) Slick City Franchise Group must inspect and approve the Business; (5) Franchisee must have hired sufficient employees; (6) Franchisee's officers and management level employees must have completed all of Slick City Franchise Group's required pre-opening training; (7) Franchisee must have received a certificate of occupancy or temporary certificate of occupancy; and (8) Slick City Franchise Group must give its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business to the public on or before the date stated on the Summary Page as the "Opening Deadline". Franchisee acknowledges and understands that time is of the essence in the construction and opening of the Business, and except for the occurrence of any events constituting Force Majeure (as that term is defined below), the construction shall be completed and the Business shall be open for business by the Opening Deadline. In Slick City Franchise Group's discretion, Slick City Franchise Group may allow Franchisee an additional sixty-day (60-day) extension of the Opening Deadline for a fee of $20,000 per extension. The fee for the extension shall be payable at the time Franchisee applies for the extension. If the extension is not granted, the fee will be refunded. Any further extensions shall be granted only in Slick City Franchise Group's sole discretion and upon payment of such additional extension fees as Slick City Franchise Group deems appropriate in its sole discretion.

6.7 Relocation. Franchisee shall not relocate the Business to new premises without the prior written approval of Slick City Franchise Group. If Franchisee requests a relocation, Franchisee must pay Slick City Franchise Group the lesser of its actual costs or 25% of the then-current initial fee. Franchisee must pay $2,500 when submitting the request. If Slick City Franchise Group approves the relocation, Franchisee must (i) pay the remaining fee due to Slick City Franchise Group upon approval; (ii) comply with the conditions set for in Sections 6.1, 6.2, and 6.6 with respect to the new location; and (iii) satisfy any other conditions required by Slick City Franchise Group.

6.8 Condemnation of Business. If the Business (or any of the premises on which the Business is located) is condemned or damaged by casualty, Franchisee agrees as follows:

- Franchisee shall, within ten (10) days of receipt, provide Slick City Franchise Group with a copy of any notice of any proposed taking of the Business or surrounding premises by eminent domain or condemnation. Such notice shall be sent by Franchisee to Slick City Franchise Group by overnight courier service. If the Business is condemned or so taken or such a substantial portion of the Business is condemned or so taken as to render impractical the continued operation of the Business in accordance with System Standards, then in such event (i) this Agreement shall terminate upon notice by Slick City Franchise Group to Franchisee; and (ii) notwithstanding

subsection (i), Slick City Franchise Group shall be entitled to receive the payments due under Article 4 for as long as the Business remains open for business or for a period of one (1) year from the date Franchisee notifies Slick City Franchise Group of the condemnation, whichever is longer. If the Business ceases business operations prior to one (1) year from the date Slick City Franchise Group receives notice of the condemnation, Slick City Franchise Group will be entitled to receive a payment from Franchisee for the balance of the one-year (1-year) period based on the average monthly fees from the trailing twelve (12) months. If a non-substantial condemnation shall occur, then in such event, Franchisee shall promptly make whatever repairs and restoration may be necessary to make the Business conform substantially to its former character and appearance according to plans and specifications approved by Slick City Franchise Group, and the resumption of normal operation of the Business shall not be unreasonably delayed by Franchisee.

- If the Business is damaged or destroyed by fire, natural disaster or other casualty, Franchisee shall repair the damage without delay. If the casualty requires closing the Business, Franchisee shall (i) immediately notify Slick City Franchise Group; (ii) commence reconstruction and repair as soon as practicable, but in any event within one hundred and eighty (180) days after the closing of the Business; (iii) repair or rebuild the Business in accordance with the then-current System standards and specifications; and (iv) reopen the Business for continuous operations under the System as soon as practicable, but in any event within eighteen (18) months after closing the Business, provided that the Business may reopen only after Slick City Franchise Group's express written approval of the same for opening. Franchisee shall give Slick City Franchise Group at least ninety (90) days advance written notice of the date of such reopening.

- The closing of the Business due to condemnation or casualty shall not extend the term.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards, as they are now or hereafter established. Franchisee acknowledges and agrees that the products and services offered under the Marks have a reputation for excellence and that Franchisee's compliance with all System Standards is of the utmost importance to Slick City Franchise Group.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws, rules, ordinances, and regulations applicable to Franchisee or to the Business. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

7.3 Products, Services, and Methods of Sale. Franchisee shall offer all products and services, and only those products and services, prescribed by Slick City Franchise Group from time to time in the Manual or otherwise in writing. Franchisee shall make sales only to retail customers, and only at the Location or through the page of the Slick City website specifically designated for sales by the Business of products and services to be fulfilled at the Location. Unless otherwise approved or required by Slick City Franchise Group, Franchisee shall not make sales by any other means, including, without limitation, by wholesale, by delivery, by mail order, or at temporary or satellite locations. Franchisee shall maintain sufficient levels of inventory at all times. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards.

7.4 Prices. Where allowed by law, Slick City Franchise Group reserves the right to require Franchisee to offer products and services at specific prices. In addition, where permitted by law, Slick City Franchise Group may require Franchisee to offer products and services at specific promotional prices determined by Slick City Franchise Group consistent with a national, regional, or local, promotion program, for the duration of the promotion program.

7.5 Personnel.

(a) Management. The Business must at all times be under the on-site supervision of the Principal Executive, a general manager who has completed Slick City Franchise Group's training program or an assistant manager who Franchisee has trained.

(b) Service. Franchisee shall ensure that all customers and members of the public receive competent and courteous service, and that customers are able to use all attractions in a safe and appropriate fashion consistent with Slick City Franchise Group's System Standards.

(c) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance, and hygiene standards set forth in the Manual.

(d) Staffing. Franchisee must hire or engage a sufficient number of personnel to service its volume of business, and Franchisee must comply with any System Standards regarding staffing at slides.

(e) Sole Responsibility. Franchisee is solely responsible for all hiring decisions and all terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Slick City Franchise Group are not joint employers, and no employee of Franchisee will be an agent or employee of Slick City Franchise Group. Within seven (7) days of Slick City Franchise Group's request, Franchisee and each of its employees shall sign an acknowledgment form stating that Franchisee alone (and not Slick City Franchise Group) is the employee's sole employer. Franchisee shall use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and Franchisee shall not use the Marks on any of these documents.

7.6 Post-Opening Training. Slick City Franchise Group may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by Slick City Franchise Group. Slick City Franchise Group may charge a reasonable fee for any training programs. Slick City Franchise Group may require Franchisee to

provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses incurred.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by Slick City Franchise Group. Franchisee shall enter into any subscription and support agreements that Slick City Franchise Group may require. Franchisee shall upgrade, update, or replace any software from time to time as Slick City Franchise Group may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give Slick City Franchise Group unlimited access to Franchisee's point-of-sale system and the other software systems used in the Business by any means designated by Slick City Franchise Group.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. Slick City Franchise Group may take any action it deems appropriate to resolve a customer complaint regarding the Business, and Slick City Franchise Group may require Franchisee to reimburse Slick City Franchise Group for any expenses it incurs to address or resolve the complaint. In addition, if, as a result of the customer complaint, Slick City Franchise Group determines that it needs to inspect the Business for compliance with this Agreement and the System Standards, Franchisee must also pay the then-current special inspection fee.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by Slick City Franchise Group for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopper programs. Slick City Franchise Group shall share the results of these programs with Franchisee, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Slick City Franchise Group for such programs. Franchisee agrees that Slick City Franchise Group may also set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google) in order to protect the Marks and goodwill associated with the Slick City brand. If, as a result of one of these programs, or a customer complaint, government report, or a default of this Agreement, Slick City Franchise Group determines that it needs to inspect the Business for compliance with this Agreement and the System Standards, Franchisee must also pay the then-current special inspection fee. In addition to the special inspection fee, and in addition to the other remedies granted to Slick City Franchise Group by this Agreement, if Franchisee does not meet or exceed any minimum score requirements set by Slick City Franchise Group for one of the programs referenced in this section, if Franchisee is not in compliance with its obligations under this Agreement, including its obligation to comply with the System Standards, or if Franchisee receives a customer complaint or government citation or report and Slick City Franchise Group determines, in its sole discretion, that Franchisee needs additional training, Slick City Franchise Group may require Franchisee to participate in additional training. Franchisee shall pay Slick City Franchise Group's then-current additional training fee, and any out-of-pocket expenses incurred by Slick City Franchise Group (such as travel, lodging, and meals for employees providing onsite support) for such training.

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by Slick City Franchise Group (which may include, for example, cash, specific credit

and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Slick City Franchise Group. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by Slick City Franchise Group, in the manner specified by Slick City Franchise Group in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another Slick City business. If Franchisee honors a gift card or other pre-paid system sold by another location, or vice versa, Slick City Franchise Group and Franchisee will cooperate so that the cash received is fairly allocated to the location where that gift card or other pre-paid system is redeemed (subject to fees and charges). Franchisee shall comply with all procedures and specifications of Slick City Franchise Group related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. Franchisee shall, at all times, keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all of the property of the Business in good repair. In addition, Franchisee shall promptly perform all work on the Location and physical property of the Business as Slick City Franchise Group may prescribe from time to time, including, but not limited to, periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn-out signage, floor coverings, furnishings, equipment and décor. If such work is reserved to Franchisee's landlord under the terms of Franchisee's lease, then Franchisee shall use reasonable efforts to cause its landlord to perform such work. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, replacement, and repair.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, Slick City Franchise Group may require Franchisee to undertake and complete a Remodel of the Location to Slick City Franchise Group's satisfaction. Franchisee must complete the Remodel in the time frame specified by Slick City Franchise Group. Slick City Franchise Group may require Franchisee to submit plans for Slick City Franchise Group's reasonable approval prior to commencing a required Remodel, and Slick City Franchise Group may require Franchisee to engage a qualified licensed contractor to perform the Remodel. Slick City Franchise Group's right to require a Remodel is limited as follows: (i) a Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer); and (ii) a Remodel will not be required more than once every five (5) years from the date on which Franchisee was required to complete the prior Remodel. Slick City Franchise Group reserves the right to require Franchisee to add other attractions, approved or designated by Slick City Franchise Group, to the Location at least once every three (3) years. Franchisee acknowledges that the required addition of new attractions may require Franchisee to remove one or more existing attractions. Approved or designated new attractions may be developed by Slick City Franchise Group or its affiliates, or may be attractions offered by third parties designated as Approved Vendors by Slick City Franchise Group. Slick City Franchise Group and its affiliates do not guarantee the availability of current attractions, or other attractions later approved by Slick City Franchise Group, in the future. Approved attractions

will be identified in the Manual, or through other communications from Slick City Franchise Group to Franchisee.

7.14 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that Slick City Franchise Group requires, including any national or regional brand conventions or conferences. Franchisee shall not permit the Principal Executive to fail to attend more than three (3) consecutive, required meetings. Slick City Franchise Group may charge Franchisee the attendance fee for Slick City's national or regional brand conventions, regardless of whether the Principal Executive attends. Franchisee is responsible for all travel and living expenses of attending any such meeting or convention.

7.15 Insurance

(a) At its sole expense, Franchisee shall obtain and maintain insurance policies of the types and in the amounts specified by Slick City Franchise Group in the Manual and as required by applicable state law or by any lease, sublease, or mortgage. Slick City Franchise Group may modify the types and amounts of required insurance upon written notice, including through the Manual, provided such requirements are consistent with industry standards and are reasonably related to the operation of Franchisee's business taking into account the size, scope and operation of the Business. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverages:

(i) "Special" causes of loss coverage forms, including, at a minimum, fire and extended coverage, crime, vandalism, malicious mischief and equipment breakdown, on all property of the Business, including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Business and all improvements and betterments, on a 100% replacement cost basis without coinsurance penalties to the extent commercially available (subject to a commercially reasonable deductible consistent with industry standards);

(ii) Business interruption insurance in amounts and with terms acceptable to Slick City Franchise Group, including loss of income and extra expense to cover lost income for at least twelve (12) months;

(iii) Comprehensive Commercial General Liability insurance, including products liability coverage, completed operations, abuse/molestation coverage and broad form commercial liability coverage against claims for bodily injury, personal and advertising injury, death and property damage caused by, or occurring in conjunction with, the operation of the Business, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit. If an "occurrence" policy form is not available, Franchisee may obtain a "claims-made" policy form only with approval by Slick City Franchise Group. If written on a claims-made basis, Franchisee shall purchase extended reporting period coverage acceptable to Slick City Franchise Group. Deductibles and self-insured retentions pursuant to this Section shall be commercially reasonable and subject to Slick City Franchise Group's approval;

(iv) Business Automobile Liability insurance, including owned (if any), leased, non-owned and hired automobiles coverage, in an amount of not less than $1,000,000;

(v) Excess or umbrella liability coverage with a minimum limit of $3,000,000 (or such higher limits as specified in the Manual);

(vi) Employment Practices Liability Insurance ("EPLI") with a minimum limit of $250,000 (or such higher limits as specified in the Manual), including coverage for wage and hour defense costs, where available;

(vii) Workers Compensation coverage as required by state law and Employer's Liability insurance with limits of not less than $500,000 per accident/disease;

(viii) Cyber Liability Insurance with a minimum limit of $1,000,000, including cyber crime coverage;

(ix) If Franchisee offers alcoholic beverages, insurance required also includes separate coverage for liquor liability (commonly referred to as Dram Shop Liability) with limits of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(x) During any construction, build-out, renovation, remodeling, or other improvement work at the Location (collectively, "Construction Work"), whether performed by Franchisee or by any contractor or subcontractor, Franchisee shall obtain and maintain Commercial General Liability insurance covering liability arising out of ongoing and completed operations related to such Construction Work. Such insurance shall:

1. Be written on an occurrence form with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, or such higher limits as specified in the Manual;

2. Include products-completed operations coverage;

3. Name Slick City Franchise Group and its parents, subsidiaries, affiliates, successors, and assigns as additional insureds for both ongoing and completed operations;

4. Be primary and non-contributory with respect to any insurance maintained by Slick City Franchise Group or its affiliates (any contractor policy must also be primary and non-contributory);

5. Include a waiver of subrogation in favor of Slick City Franchise Group and its affiliates; and

6. Contain deductibles or self-insured retentions that are commercially reasonable and subject to Slick City Franchise Group's prior written approval.

Coverage required under this subsection shall be maintained throughout the duration of the Construction Work and through the applicable statute of repose for completed operations claims, to the extent commercially available. Franchisee shall deliver to Slick City Franchise Group certificates of insurance and copies of additional insured and waiver of subrogation endorsements evidencing compliance with this subsection prior to commencement of any Construction Work. No Construction Work may begin until such documentation is approved by Slick City Franchise Group. Franchisee shall require, by written contract, that all contractors and subcontractors performing Construction Work maintain insurance meeting the requirements of this subsection (including additional insured status in favor of Slick City Franchise Group), and shall obtain and provide certificates and endorsements evidencing such coverage upon request.

(xi) During any Construction Work at the Location, Franchisee shall obtain and maintain Builder's Risk insurance (or equivalent property insurance written on a completed value, "all risk" or "special causes of loss" basis) covering the full replacement cost value of the work, including materials, supplies, equipment, and fixtures (and soft costs and delay in completion, where commercially available) to be incorporated into the project. Such coverage shall:

1. Include the interests of Slick City Franchise Group, Franchisee, any landlord, mortgagee, and the general contractor, as their interests may appear;

2. Cover loss or damage from fire, theft, vandalism, malicious mischief, collapse, water damage, and such other risks as are customarily insured under builder's risk policies; and

3. Provide coverage until final completion and acceptance of the Construction Work.

Franchisee shall ensure that any Builder's Risk policy includes a waiver of subrogation in favor of Slick City Franchise Group and its affiliates. Franchisee shall provide certificates of insurance evidencing such coverage prior to commencement of Construction Work.

(b) Franchisee's policies (other than Workers Compensation) must:

(i) List Slick City Franchise Group and its subsidiaries, affiliates, successors and assigns as an additional insured for both ongoing and completed operations (or their equivalent forms);

(ii) Include a waiver of subrogation in favor of Slick City Franchise Group and its successors, assigns and affiliates;

(iii) Be primary and non-contributing with any insurance carried by Slick City Franchise Group or its affiliates; and

(iv) Require insurers to provide at least thirty (30) days' prior written notice of cancellation or material modification (ten (10) days for non-payment), to the extent such requirement is commercially available.

Failure of the insurance carrier to provide notice shall not relieve Franchisee of its obligations. Unless excused in writing by Slick City Franchise Group, all such policies shall be written by an insurance company allowed in the state in which Franchisee operates and have at least an "A" Rating Classification and a Financial Size Rating of "IX" or better as indicated in the latest issue of A.M. Best's Key Rating Guide.

(c) Franchisee shall provide certificates of insurance evidencing the required coverage to Slick City Franchise Group prior to opening and upon annual renewal of the insurance coverage, as well as at any time within fifteen (15) days after receiving a request from Slick City Franchise Group. Slick City Franchise Group shall have the right to audit the actual insurance policies upon written request in order to review adequacy of coverage. Certificates shall not limit Franchisee's obligations under this Agreement and Slick City Franchise Group's failure to request certificates shall not waive Franchisee's obligations.

Failure to obtain or maintain required insurance shall constitute a material default. If Franchisee fails to maintain required coverage, Slick City Franchise Group may obtain such coverage on Franchisee's behalf and Franchisee shall reimburse Slick City Franchise Group upon demand. Insurance limits required pursuant to this Section shall not limit Franchisee's indemnification obligations.

(d) Franchisee shall determine through consultation with an insurance professional if additional insurance coverages are necessary. Such optional coverages include, but are not limited to:

(i) Flood insurance if the Location is in a flood-prone area;

(ii) Active shooter insurance to help mitigate financial losses and liability in the event of a violent incident at the Location.

(e) Slick City Franchise Group shall have the right, in its sole discretion, upon written notice to Franchisee, to require Franchisee to obtain some or all required insurance coverages through a system-wide insurance program designated by Slick City Franchise Group. Franchisee shall timely enroll in and maintain participation in such program and shall be responsible for all associated costs. Coverage provided through such program shall satisfy Franchisee's obligations under this Section with respect to the coverages included in the program. Failure to participate shall constitute a material default.

7.16 Obligations to Third Parties. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.17 Public Relations. Franchisee shall not make any public statements (including giving

interviews or issuing press releases) regarding Slick City Franchise Group, the Slick City brand, the Business, or any particular incident or occurrence related to the Business, without Slick City Franchise Group's prior written approval, which will not be unreasonably withheld. Franchisee shall follow any System Standards or other requirements of Slick City Franchise Group related to press inquiries.

7.18 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization or cause; or (ii) act in support of any such organization or cause, without Slick City Franchise Group's prior written approval, which will not be unreasonably withheld.

7.19 No Other Activity Associated with the Business. Franchisee shall not engage in any business or other activity at the Location other than operation of the Business. Franchisee shall not use assets of the Business for any purpose other than in relation to the Business. If Franchisee is an entity, the entity shall not own or operate any other business except the Business and other Slick City businesses operated pursuant to other franchise agreements with Slick City Franchise Group or its affiliates.

7.20 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of Slick City Franchise Group.

7.21 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Slick City Franchise Group in the Manual or otherwise in writing. Franchisee must display at the Business signage prescribed by Slick City Franchise Group identifying the Location as an independently owned franchise.

7.22 Privacy Practices.

(a) With respect to Privacy Information, Franchisee must comply with all of its obligations under applicable privacy laws, including any applicable local, state, or federal data privacy or data security law or regulation.

(b) Franchisee shall not sell any Privacy Information. Franchisee further agrees to not access, use, or process the Privacy Information except in the furtherance of its obligations under this Agreement, but in all times, in compliance with applicable privacy laws.

(c) To the extent Slick City Franchise Group does not have the then-current ability to address requests made under any applicable privacy law by individuals that are the subject of any of the Privacy Information, Franchisee shall, upon Slick City Franchise Group's request, provide reasonable assistance to Slick City Franchise Group in responding to such requests.

(d) In the event of a Data Security Event, Franchisee must notify Slick City Franchise Group immediately after becoming aware of the Data Security Event and shall cooperate with Slick City Franchise Group and follow all of Slick City Franchise Group's reasonable requests to address the Data Security Event and to protect any Privacy Information and/or Confidential Information. Slick City Franchise Group, or its designee, has the right, but not the obligation, to take any action or pursue any proceeding with respect to the Data Security Event.

7.23 Communication. Franchisee shall respond promptly to requests for communication from

Slick City Franchise Group, and in any event within three (3) business days, except for any inquiries about an accident, claim or safety concern, in which case, Franchisee shall respond to such communication within one (1) business day.

7.24 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values established by Slick City Franchise Group. Franchisee shall not take any action which injures or is likely to injure the goodwill associated with the Marks.

7.25 Food Service.

(a) Menu. Franchisee shall offer all menu items, beverages, and other products and services, and only those menu items, beverages, and other products and services prescribed by Slick City Franchise Group in the Manual or otherwise in writing, from time to time. Slick City Franchise Group may consider proposals for alternative menu items, beverages, and other products and services proposed by franchisees and decide whether or not to approve of franchisees serving those items in its sole discretion following the Alternate Vendor Approval and/or Alternate Input Approval processes outline below, and may elect to limit newly approved menu items, beverages, and other products to specific locations for specific time periods.

(b) Preparation. Franchisee shall follow all recipes prescribed by Slick City Franchise Group, including, without limitation, use of all ingredients specified or authorized by Slick City Franchise Group, and only such ingredients, unless prohibited from doing so by applicable local laws or regulations. Franchisee shall prepare and serve all food products in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards.

(c) Inventory. Franchisee shall maintain sufficient levels of inventory at all times.

(d) Health Inspection Scores. In addition to Franchisee's obligations to comply with all System Standards pursuant to Section 7.1, and with all applicable laws pursuant to Section 7.2, Franchisee must achieve a health code inspection score of 90, "A" or higher pursuant to the grading or rating system of the applicable governmental authority. If the applicable government authority does not score inspections on a numerical or alphabetical scale, then a rating by the governing body similar in nature to a "90" or "A" will be the governing standard. Franchisee will provide Slick City Franchise Group with a copy of any inspection report and score within two (2) business days after receipt.

7.26 Slides and Core Attractions. Franchisee shall ensure that its personnel are complying with all System Standards related to the condition of the slides and core attractions, and the usage of the slides and core attractions by Franchisee's customers, as well as all safety criteria. If Slick City Franchise Group determines or has reason to believe that Franchisee is not following the System Standards, Slick City Franchise Group reserves the right to require Franchisee to shut down any relevant slide(s) or core attraction(s), as well as any other action permitted under this Agreement. If Slick City Franchise Group requires Franchisee to shut down any slide or core attraction, such slide or core attraction shall remain shut down to the public until Slick City Franchise Group notifies Franchisee in writing that Franchisee may re-open such slide or core attraction.

7.27 Hours of Operation. Franchisee shall ensure that the business is open seven days per week

except major holidays designated in the Manual, barring weather events, natural or manmade disasters, government orders, Force Majeure, or other major events. Franchisee shall ensure that the Business is open each day for at least the minimum hours designated in the Manual.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by Slick City Franchise Group from time to time in accordance with the System Standards. Slick City Franchise Group may require Franchisee to purchase or lease any Inputs from Slick City Franchise Group, Slick City Franchise Group's designee, Required Vendors, Approved Vendors, and/or pursuant to Slick City Franchise Group's specifications. Slick City Franchise Group may change any such requirement or change the status of any vendor. To make such requirement or change effective, Slick City Franchise Group shall update the Manual or provide Franchisee with other written notice. Franchisee shall not use any products or supplies purchased from Slick City Franchise Group or its affiliates in any other businesses without Slick City Franchise Group's prior written consent. Franchisee shall not remove, sell or transfer any Inputs, including attractions, or any other assets used in the operation of the Business, to any other Slick City location or other business until the time period for Slick City Franchise Group to notify Franchisee of its intent to exercise its rights under Section 14.6 below has passed, or until Slick City Franchise Group has given Franchisee its prior written consent to the transfer.

8.2 Alternate Vendor Approval. If Slick City Franchise Group requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written proposal and provide any information, specifications and/or samples requested by Slick City Franchise Group. Slick City Franchise Group may approve or disapprove the alternative vendor in its sole discretion. Slick City Franchise Group may condition its approval on such criteria as Slick City Franchise Group deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, pricing, reputation, and reliability; inspections; product testing, and performance reviews, as well as a comparison against existing option(s) and a strategic analysis of the need for a new or additional supplier for a service or product that Slick City Franchise Group or a current Approved Vendor or Required Vendor already offer. If Slick City Franchise Group does not respond to such request within thirty (30) days after receipt of Franchisee's request, the request shall be deemed to be denied.

8.3 Alternate Input Approval. If Slick City Franchise Group requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Slick City Franchise Group. Slick City Franchise Group may approve or disapprove the alternative Input in its sole discretion. If Slick City Franchise Group does not respond to such request within thirty (30) days after receipt of Franchisee's request, the request shall be deemed denied.

8.4 Purchasing. Slick City Franchise Group may negotiate prices and terms with vendors on behalf of the System. Slick City Franchise Group may receive rebates, payments, or other consideration from vendors in connection with purchases by franchisees. Slick City Franchise Group has the right (but not the obligation) to collect payments from Franchisee on behalf of a

vendor and remit the payments to the vendor and to impose a reasonable markup or charge for administering the payment program. Slick City Franchise Group may implement a centralized purchasing system. Slick City Franchise Group may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Slick City Franchise Group may determine.

8.5 No Liability of Franchisor. Slick City Franchise Group and its affiliates shall not have any liability to Franchisee for any claim, loss, or other Action related to any product provided or service performed by any Approved Vendor or Required Vendor (unless Slick City Franchise Group or its affiliate, as applicable, is the vendor), including, without limitation, for defects, delays, unavailability, failure, or breach of contract related to such products or services.

8.6 Shipment. Products and supplies purchased from Slick City Franchise Group or its affiliates shall be delivered to Franchisee's designated destination by Slick City Franchise Group's, or its affiliate's, designated carrier. Franchisee shall pay the cost of freight for shipment of all other products and supplies from Slick City Franchise Group pursuant to freight prices designated and revised by Slick City Franchise Group in its discretion. If Slick City Franchise Group or its affiliate is required to ship products or supplies to Franchisee on an expedited basis for any reason, then Franchisee shall pay Slick City Franchise Group or its affiliate for the increased cost of freight resulting from such expedited shipments. If any shipment is missing any products or supplies, or the products or supplies included are misstated, misidentified, or damaged, then Franchisee shall notify Slick City Franchise Group within five (5) days of receipt. Franchisee shall not resend or otherwise transport any products or supplies obtained from Slick City Franchise Group or its affiliate across any national border without Slick City Franchise Group's prior written consent.

8.7 Shortages and Unavailability. Slick City Franchise Group and its affiliates shall not have liability to Franchisee for the unavailability of, or delay in shipment or receipt of, any products or supplies from any vendor (including Slick City Franchise Group or its affiliates) resulting from shortages, order backlogs, production difficulties, delays, unavailability of transportation, fire, strikes, work stoppages, or other causes beyond the control of Slick City Franchise Group.

8.8 Warranties.

(a) Product Warranty. Slick City Franchise Group warrants that, with respect to the products purchased by Franchisee from Slick City Franchise Group pursuant to this Agreement (i) all products will be merchantable; (ii) none of the products manufactured by Slick City Franchise Group will at the time of delivery to Franchisee be a misbranded hazardous substance or a banned hazardous substance within the meaning of the U.S. Federal Hazardous Substances Act; and (iii) at the time of tender to Franchisee, Slick City Franchise Group will have good title to all products, and those products will be free and clear of all liens and encumbrances. If any product fails to meet the warranties in this Section 8.8(a), then Slick City Franchise Group shall, at its option, replace that product, or refund to Franchisee the purchase price. Slick City Franchise Group shall not be responsible for any product that is defective as the result of Franchisee's failure to follow proper operating procedures with respect to the product, misuse or mishandling of the product, improper storage of the product, modification of the product without Slick City Franchise Group's authorization, or use of the product after its expired shelf life. Slick City Franchise Group shall not be responsible for any defect in any product that Franchisee reasonably should have discovered but did not report to Slick City Franchise Group upon receipt or use, including without limitation, products or packaging that appear opened, tampered with, mishandled, or damaged

during shipping or delivery, or any product that appears discolored, noxious, or has an expired shelf life. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8.8(a), SLICK CITY FRANCHISE GROUP MAKES NO REPRESENTATION OR WARRANTY TO FRANCHISEE OR FRANCHISEE'S CUSTOMERS WITH RESPECT TO ANY SLICK CITY FRANCHISE GROUP PRODUCTS OR SUPPLIES, AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.**

(b) Third-Party Warranties. If Franchisee purchases from Slick City Franchise Group any items not produced or manufactured by Slick City Franchise Group, including items produced or manufactured by an affiliate of Slick City Franchise Group, and if Slick City Franchise Group obtained for those items a transferable warranty, then Slick City Franchise Group shall transfer that warranty to Franchisee upon Franchisee's purchase. Slick City Franchise Group otherwise makes no warranty to Franchisee or to Franchisee's customers for such items. Except as subsequently agreed in writing, Slick City Franchise Group shall not be responsible for providing warranty service to Franchisee or to any Franchisee customer for any items. **EXCEPT FOR THE WARRANTIES REFERENCED IN THIS SECTION 8.8(b) OR SET FORTH IN SECTION 8.8(a) ABOVE, SLICK CITY FRANCHISE GROUP PROVIDES NO WARRANTY TO FRANCHISEE OR FRANCHISEE'S CUSTOMERS WITH RESPECT TO ITEMS NOT PRODUCED OR MANUFACTURED BY SLICK CITY FRANCHISE GROUP. THE WARRANTIES, IF ANY, OF THE THIRD-PARTY MANUFACTURER OR SUPPLIER OF SUCH ITEMS, ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE.**

8.9 Notice of Defect; Compliance with Recall Procedures. If Franchisee becomes aware that any items purchased from Slick City Franchise Group, its affiliates, or an approved supplier, or any ingredient or component thereof, is or may become harmful to persons or property, or that the same is mislabeled, then Franchisee shall promptly notify Slick City Franchise Group of that problem or defect, and shall provide to Slick City Franchise Group all information in Franchisee's possession with respect to that problem or defect. Franchisee shall take all steps required by law to protect the interests of the public, and any additional steps as Slick City Franchise Group may specify related to that problem or defect, and Franchisee shall comply diligently with all product recall procedures established by Slick City Franchise Group or any governmental or regulatory agency. If Franchisee fails or refuses to comply with any such steps or recall procedures, then Slick City Franchise Group (or its affiliate) may (but is not required to) take any action Slick City Franchise Group (or the affiliate) deems necessary to suspend the sale or use of any affected products at the Location and otherwise to protect consumers, and Franchisee shall reimburse Slick City Franchise Group for any costs and expenses Slick City Franchise Group thereby incurs.

ARTICLE 9. MARKETING

9.1 Advertising Standards. Except as otherwise provided in the Manual, Franchisee may use only Advertising and Promotional Content that Slick City Franchise Group has furnished or approved in writing in advance. Franchisee must ensure that all Advertising and Promotional Content that Franchisee uses is clear, factual, ethical, and not misleading; complies with all laws; and conforms to the System Standards. Franchisee is prohibited from distributing Advertising and

Promotional Content in the Protected Territory of another Slick City business without the prior written permission of both the owner of the other Slick City business and Slick City Franchise Group. Unless Franchisee receives Slick City Franchise Group's prior, written permission, Franchisee may only distribute Advertising and Promotional Content within the zip codes that are included in the Protected Territory, unless Franchisee is using a form of advertising that does not permit restriction to the Protected Territory and then Franchisee must restrict its use of those forms to the smallest area possible. If the Protected Territory is not described using zip codes, and Franchisee is using a method of advertising that is distributed based on zip codes, Franchisee may distribute throughout the entirety of all zip codes that are wholly, or partially, contained within the Protected Territory, even if a portion of a zip code is within the protected territory of another Slick City business. Franchisee acknowledges that another Slick City business may advertise within the Protected Territory if there is a zip code that is, in part, in the Protected Territory and, in part, in the protected territory of the other Slick City business. If Slick City Franchise Group gives Franchisee prior, written approval to distribute Advertising and Promotional Content outside of the Protected Territory, Franchisee acknowledges that Slick City Franchise Group has the authority to designate specifically what area Franchisee can advertise in and that Slick City Franchise Group can withdraw, limit or change its approval at any time in its sole discretion. Except as otherwise provided in the Manual and except for the Advertising and Promotional Content that Slick City Franchise Group furnishes to Franchisee, Franchisee must submit to Slick City Franchise Group for its written approval, at least fourteen (14) days before use, copies of all proposed Advertising and Promotional Content that Franchisee intends to use or implement. If Slick City Franchise Group does not respond within fourteen (14) days, the material is deemed rejected. Slick City Franchise Group has the right to approve or disapprove any Advertising and Promotional Content, as well as the media in which Franchisee intends to use them, in its sole discretion. Slick City Franchise Group reserves the right to require Franchisee to discontinue the use of any Advertising and Promotional Content for any reason.

9.2 Digital Marketing. Slick City Franchise Group may (but is not obligated to) establish and operate all Digital Marketing and has the sole right to control all aspects of Digital Marketing, including those related to the Business. Without limiting the generality of Section 9.1, Franchisee shall not directly or indirectly conduct or be involved in any Digital Marketing without the prior written consent of Slick City Franchise Group. If Slick City Franchise Group permits Franchisee to conduct any Digital Marketing, Franchisee must (a) comply with any System Standards and must immediately modify or delete any Digital Marketing that Slick City Franchise Group determines, in its sole discretion, is not compliant with such System Standards; (b) only use materials that Slick City Franchise Group has approved and submit any proposed modifications to Slick City Franchise Group for approval before they are used; (c) not use any Mark (or words or designations similar to any Mark) in any domain name, electronic address, website, or other source identifier except as Slick City Franchise Group expressly permits; (d) include only the links that Slick City Franchise Group approves or requires; (e) Only use advertising or marketing agencies approved or recommended by Slick City Franchise Group; and (f) immediately take all actions necessary or that Slick City Franchise Group designates to provide Slick City Franchise Group with access to, or to transfer ownership of, all Digital Marketing relating to the Business to Slick City Franchise Group, including, without limitation, providing login and password details and promptly signing all directions and authorizations as Slick City Franchise Group deems necessary to effect the intent and provisions of this Section. If Franchisee uses any Mark (or words or designations similar to a Mark) in any domain name, electronic address, website, or other source

identifier, Slick City Franchise Group may register such name, address, website, or identifier and then license use of the registered item back to Franchisee under a separate agreement. Franchisee must pay all costs due for registration, maintenance, and renewal of any such names, addresses, websites, or identifiers that Slick City Franchise Group approves and maintains on Franchisee's behalf. Slick City Franchise Group may withdraw its approval for any Digital Marketing at any time.

9.3 Implementation. Franchisee shall implement any advertising or marketing materials, plans or campaigns (including Digital Marketing) required by Slick City Franchise Group.

9.4 Use by Slick City Franchise Group. Slick City Franchise Group may use any Advertising and Promotional Content developed by or on behalf of Franchisee, and Franchisee hereby assigns ownership of such content to Slick City Franchise Group.

9.5 Brand Fund. Slick City Franchise Group has established a Brand Fund to promote the System on a local, regional, national, and/or international level.

(a) Account. Slick City Franchise Group shall hold the Brand Fund Contributions from all franchisees in one or more bank accounts separate from Slick City Franchise Group's other accounts.

(b) Use. Slick City Franchise Group shall use the Brand Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level) for Slick City, and related overhead. The foregoing includes such activities and expenses as Slick City Franchise Group reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Brand Fund (including the compensation of Slick City Franchise Group's employees working on marketing and for accounting, bookkeeping, reporting, legal, collections, and other expenses related to the Brand Fund).

(c) Discretion. Franchisee agrees that expenditures from the Brand Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Brand Fund will be spent at Slick City Franchise Group's sole discretion, and Slick City Franchise Group has no fiduciary duty to Franchisee or any other franchisee with regard to the Brand Fund.

(d) Contribution by Other Outlets. Slick City Franchise Group is not obligated to (i) have all other Slick City businesses (whether owned by other franchisees or by Slick City Franchise Group or its affiliates) contribute to the Brand Fund; or (ii) have other Slick City businesses that do contribute to the Brand Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. Slick City Franchise Group may accumulate funds in the Brand Fund and carry the balance over to subsequent years. If the Brand Fund operates at a deficit or requires additional funds at any time, Slick City Franchise Group may loan such funds to the Brand Fund on reasonable terms and collect reasonable interest from the Brand Fund on the loans.

(f) Financial Statement. Slick City Franchise Group shall prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of Slick City Franchise Group's fiscal year and shall provide the financial statement to Franchisee upon written request.

9.6 Market Cooperatives. Slick City Franchise Group may establish market advertising and promotional cooperatives (each a "Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Location is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within thirty (30) days of notice from Slick City Franchise Group. Slick City Franchise Group shall not require Franchisee to be a member of more than one Market Cooperative. If Slick City Franchise Group establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date determined by Slick City Franchise Group. Slick City Franchise Group may require the Market Cooperative to adopt bylaws or regulations prepared by Slick City Franchise Group. Unless otherwise specified by Slick City Franchise Group, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. Slick City Franchise Group will be entitled to attend and participate in any meeting of a Market Cooperative. Any Slick City business owned by Slick City Franchise Group in the Market Cooperative shall have the same voting rights as those owned by franchisees. Each Slick City business owner will be entitled to cast one vote for each business owned; provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Slick City Franchise Group may assume this decision-making authority after ten (10) days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Slick City Franchise Group's approval) standardized promotional materials for use by the members in local advertising and promotion conducted in the Market Cooperative's geographic area.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of Slick City Franchise Group pursuant to the applicable sections of this Article 9. Slick City Franchise Group may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. A majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but such dues shall not be less than 1% or more than 5% of each member's Gross Sales.

(e) Enforcement. Only Slick City Franchise Group will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. Slick City Franchise Group may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Brand Fund.

9.7 Required Spending. After the Business opens to the public, Franchisee shall spend at least the lesser of 3% or $150,000 of its Gross Sales each calendar year on marketing the Business; however, Slick City Franchise Group reserves the right to increase this to up to 5% of Gross Sales. Within thirty (30) days after request by Slick City Franchise Group, Franchisee shall furnish proof of its compliance with this Section. Slick City Franchise Group has the discretion to determine in good faith what activities constitute "marketing" under this Section. If Franchisee contributes to a Market Cooperative as required by Section 9.6 above, the amount of the contribution will count towards Franchisee's required spending under this Section. If Franchisee fails to satisfy its obligations under this Section 9.7, Slick City Franchise Group reserves the right to require Franchisee to pay any short-fall into the Brand Fund, separate from Franchisee's Brand Fund Contribution.

9.8 Market Introduction Plan. Franchisee must develop a market introduction plan and obtain Slick City Franchise Group's approval of the market introduction plan at least 60 to 90 days before the projected opening date of the Business. The market introduction plan must include at least $5,000 to $15,000 in marketing, advertising and promotional activities to be executed in the 30 days preceding the opening of the Business, and at least an additional $10,000 to $20,000 in marketing, advertising and promotional activities to be executed in the thirty (30) days following the opening of the Business for a total of at least $25,000 in spending. Part of this spending must go towards working with a local or national PR Agency for at minimum thirty (30) days of media outreach. These amounts are only minimum requirements, and Slick City Franchise Group does not represent that it is the optimal amount of money for Franchisee to spend on its initial marketing. Within thirty (30) days after request by Slick City Franchise Group, Franchisee shall furnish proof of the amount it spent on its market introduction plan. If Franchisee fails to spend the minimum amounts on its market introduction plan, Slick City Franchise Group reserves the right to require Franchisee to pay any short-fall into the Brand Fund, separate from Franchisee's Brand Fund Contribution.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as Slick City Franchise Group may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide the following financial reports as well as any other periodic financial reports that Slick City Franchise Group may require in the Manual or otherwise in writing:

(i) a monthly profit and loss statement and balance sheet for the Business within thirty (30) days after the end of each calendar month;

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within ninety (90) days after the end of each calendar year; and

(iii) any information Slick City Franchise Group requests in order to prepare a

financial performance representation for Slick City Franchise Group's Franchise Disclosure Document, within thirty (30) days of the request.

(b) Legal Actions and Investigations. Franchisee shall promptly notify Slick City Franchise Group of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Slick City Franchise Group may request.

(c) Government Inspections. Franchisee shall give Slick City Franchise Group copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business within three (3) days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to Slick City Franchise Group such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Slick City Franchise Group may reasonably request (either upon specific request or on a regular basis as directed by Slick City Franchise Group, as applicable). Slick City Franchise Group acknowledges that all personnel records of the Business belong to Franchisee and that this Agreement does not grant Slick City Franchise Group the right to access the personnel records of Franchisee's employees.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to Slick City Franchise Group a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of Slick City Franchise Group's Franchise Disclosure Document and with such other information as Slick City Franchise Group may reasonably request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three (3) years. Franchisee shall keep such other business records as Slick City Franchise Group may specify in the Manual or otherwise in writing.

10.5 Records Audit. Slick City Franchise Group may examine and audit all books and records related to the Business (other than personnel records of Franchisee's employees), and supporting documentation, at any reasonable time. Slick City Franchise Group may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Slick City Franchise Group. Franchisee shall also reimburse Slick City Franchise Group for all costs and expenses of the examination or audit if (i) Slick City Franchise Group conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System; or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any four-week (4-week) period.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by Slick City Franchise Group. Slick City Franchise Group may supplement, revise, or modify the Manual, and Slick City Franchise Group may change, add or delete System Standards at any time in its discretion. Slick City Franchise Group may inform Franchisee thereof by any method that Slick City Franchise Group reasonably deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, Slick City Franchise Group's master copy will control.

11.2 Inspections. Slick City Franchise Group may enter the premises of the Business from time to time at any reasonable time (including during normal business hours), with or without advance notice, and conduct an inspection. Franchisee shall cooperate with Slick City Franchise Group's inspectors. Slick City Franchise Group will use reasonable efforts to not disrupt Franchisee's business operations during any such inspection. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Slick City Franchise Group may videotape and/or take photographs of the inspection and the Business. Slick City Franchise Group may set a minimum score requirement for inspections, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting Slick City Franchise Group's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If Slick City Franchise Group conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then Slick City Franchise Group may charge all out-of-pocket expenses plus its then-current special inspection fee to Franchisee.

11.3 Slick City Franchise Group's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, Slick City Franchise Group may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee, which action may include entering the premises of the Business and curing the default without notice to Franchisee. Franchisee shall reimburse Slick City Franchise Group for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, Slick City Franchise Group and any of its affiliates may (i) require that Franchisee pay cash on delivery for products or services supplied by Slick City Franchise Group or such affiliate; (ii) stop selling or providing any products and services to Franchisee; and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by Slick City Franchise Group or its affiliates shall be a breach or constructive termination of this Agreement, change in competitive circumstances, or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Slick City Franchise Group, and its affiliates, are in addition to any other right or remedy available to Slick City Franchise Group or such affiliates.

11.5 Business Data. All customer data collected or generated by the Business and all data collected or generated by its point-of-sale system (other than data regarding employees) is Confidential Information and is exclusively owned by Slick City Franchise Group. Slick City Franchise Group hereby licenses such data back to Franchisee without charge solely for

Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to Slick City Franchise Group all ideas, plans, improvements, concepts, methods, and techniques relating to the Business (collectively, "Innovations") conceived of or developed by Franchisee or its employees, agents, or contractors. Slick City Franchise Group will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by Slick City Franchise Group to document Slick City Franchise Group's ownership of Innovations. All Innovations must be proposed in writing and approved by Slick City Franchise Group prior to implementation by Franchisee. Slick City Franchise Group reserves the right to pause or terminate the implementation of any Innovation at Slick City Franchise Group's sole discretion.

11.7 Communication Systems. If Slick City Franchise Group provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes Slick City Franchise Group to access such communications.

11.8 Communication with Employees. Slick City Franchise Group encourages free and open communication between, and suggestions from, all the stakeholders in the System, including franchisee employees. While it is very important that Franchisee ensures its employees understand that they are employed by Franchisee and not by Slick City Franchise Group, Franchisee should let its employees know that Slick City Franchise Group is always happy to hear from them about ideas for improvement and other pertinent issues.

11.9 Communications with Landlord and Lenders. Franchisee irrevocably authorizes Slick City Franchise Group to communicate with Franchisee's landlord and lender(s), or prospective landlord and lender(s), about matters relating to the Business, and to provide information about the Business to them, and to request and receive information about the Business from them.

11.10 Delegation. Slick City Franchise Group may delegate any duty or obligation of Slick City Franchise Group under this Agreement to an affiliate or to a third party, without the consent of approval of Franchisee.

11.11 System Variations. Slick City Franchise Group may vary or waive any System Standard for any one or more Slick City businesses due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a Slick City business or group of Slick City businesses. Franchisee is not entitled to any such variation or waiver.

11.12 Franchisor's Discretion. Slick City Franchise Group may engage in any activity not expressly prohibited by this Agreement. Whenever this Agreement provides that Slick City Franchise Group has a certain right, that right is absolute and the parties intend that Slick City Franchise Group's exercise of that right will not be subject to any limitation or review. Slick City Franchise Group has the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement. Whenever Slick City

Franchise Group agrees to exercise its rights reasonably or in good faith, Slick City Franchise Group will have satisfied its obligations whenever it exercises reasonable business judgment in making a decision or exercising or choosing not to exercise its rights. Slick City Franchise Group's decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if Slick City Franchise Group's decision or action is intended, in whole or significant part, to promote or benefit the System or the Slick City brand generally even if the decision or action also promotes Slick City Franchise Group's financial or other individual interest. Examples of items that will promote or benefit the System or the Slick City brand include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System and Slick City businesses.

11.13 Temporary Management. If (i) the Principal Executive dies or becomes incapacitated (and is not officially replaced in a process consistent with Franchisee's operating agreement or bylaws and by someone approved by Slick City Franchise Group); (ii) this Agreement is terminated or expires and Slick City Franchise Group elects to purchase the assets of the Business as provided in Section 14.6; (iii) Franchisee is in default of this Agreement; or (iv) Franchisee is operating the Business in a manner which, in Slick City Franchise Group's reasonable opinion, constitutes a danger to the health or safety of any person, then Slick City Franchise Group may (but is not obligated to) enter the Location and operate and manage the Business for Franchisee's (or Franchisee's estate's) account until this Agreement is terminated, the Business is transferred, the Business or its assets are purchased by Slick City Franchise Group, or Slick City Franchise Group returns the Business to Franchisee. Slick City Franchise Group's operation and management will not continue for more than ninety (90) days without Franchisee's consent (or the consent of the representatives of Franchisee's estate). If this Agreement has not terminated or expired during the time of Slick City Franchise Group's temporary management, then Slick City Franchise Group will account to Franchisee for all net income of the Business during the period in which Slick City Franchise Group operates the Business. Slick City Franchise Group may collect a temporary management fee equal to 10% of Gross Sales for the period in which Slick City Franchise Group operates the Business, plus all expenses (including internal costs of personnel and overhead) incurred by Slick City Franchise Group, in addition to Royalty Fees, Brand Fund Contributions, or other amounts owed under this Agreement. If Slick City Franchise Group or a third party assumes the Business's management, Franchisee acknowledges that Slick City Franchise Group or the third party will have a duty to utilize only reasonable efforts and will not be liable to Franchisee or its Owners for any losses the Business incurs or for obligations to creditors.

11.14 Temporary Public Safety Closure. If Slick City Franchise Group discovers or becomes aware of any aspect of the Business which, in Slick City Franchise Group's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon Slick City Franchise Group's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. Slick City Franchise Group shall have no liability to Franchisee or any other person for any action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by Slick City Franchise Group, and only in the manner that Slick City Franchise Group requires. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of Slick City Franchise Group and/or its affiliate.

12.2 Change of Marks. Slick City Franchise Group may add, modify, or discontinue any Marks designated to be used under the System. Within a reasonable time after Slick City Franchise Group makes any such change (not to exceed ninety (90) days), Franchisee must comply with the change at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) Slick City Franchise Group shall defend Franchisee against any Action by a third party alleging infringement by Franchisee's use of a Mark at Slick City Franchise Group's expense; and (ii) Slick City Franchise Group shall indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify Slick City Franchise Group if Franchisee becomes aware of any possible infringement of a Mark by a third party. Slick City Franchise Group may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. Slick City Franchise Group or its affiliate shall have the exclusive right to control any prosecution or defense of any Action related to any possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the words "Slick City" or any of the other Marks, or any words confusingly similar to "Slick City" or the other Marks in its legal name.

12.5 Non-Ownership of Marks. Franchisee has no right, title or interest in or to any of the Marks or any other industrial and intellectual property right related to the Marks or the System, except as licensed to it in this Agreement. Franchisee will assert no claim to any goodwill, reputation or ownership of the Marks or any other industrial and intellectual property right by virtue of the Franchisee's licensed use of them, or otherwise. Franchisee will not attempt to register any of the Marks or any other industrial and intellectual property right or otherwise make any filings with respect to the Marks or any other industrial and intellectual property right, in the United States or anywhere else in the world.

ARTICLE 13. COVENANTS

13.1 Confidential Information. Slick City Franchise Group possesses and will continue to develop and acquire Confidential Information relating to the development, operation, and franchising of Slick City businesses. Slick City Franchise Group will disclose to Franchisee and

certain of its employees, during the term, such parts of the Confidential Information that Slick City Franchise Group determines (in its sole discretion) are required for the performance of Franchisee's obligations under this Agreement. Franchisee and its Owners agree that they will timely inform Franchisee's employees, agents, and any other person having access to Confidential Information about its confidential nature. Franchisee acknowledges and agrees that Franchisee will not acquire any interest in the Confidential Information other than the right to use it as Slick City Franchise Group specifies in operating the Business during the term, and that the Confidential Information is proprietary, includes Slick City Franchise Group's trade secrets, and is disclosed to Franchisee only on the condition that Franchisee agrees it, and its Owners and employees:

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

(b) will keep each item deemed to be Confidential Information absolutely confidential, both during the term and then thereafter for as long as the item is not generally known;

(c) will not make unauthorized copies of any Confidential Information disclosed to it, or them, via electronic medium or in written or other tangible form; and

(d) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information, including, without limitation, restricting its disclosure to personnel and others, and obtaining confidentiality and non-compete agreements from those having access to the Confidential Information, consistent with applicable law. Slick City Franchise Group has the right to regulate the form of these agreements, and to be a third-party beneficiary of those agreements with independent enforcement rights.

Confidential Information does not include information, knowledge, or know-how which Franchisee can demonstrate lawfully came to Franchisee's attention before Slick City Franchise Group provided it to Franchisee directly or indirectly (for the avoidance of doubt, information that Slick City Franchise Group has designated as confidential will remain as "Confidential Information" even though Slick City Franchise Group provided such information to Franchisee before entering into this Agreement); which, at the time Slick City Franchise Group disclosed it to Franchisee, already had become generally known in the family entertainment center industry through publication or communication by others legally and without having violated any party's obligation to Slick City Franchise Group; or which, after Slick City Franchise Group discloses it to Franchisee, lawfully becomes generally known in the family entertainment center industry through publication or communication by others without violating any obligation to Slick City Franchise Group. However, anyone who claims certain information is not Confidential Information bears the burden of proving that one of the exclusions provided in this paragraph applies before disclosing the Confidential Information.

With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by Slick City Franchise Group for maintaining confidentiality; (b) disclose such Confidential Information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Slick City Franchise Group; and (d) promptly report any unauthorized disclosure or use of the Confidential Information to Slick City Franchise Group. Franchisee acknowledges that all Confidential Information is owned by Slick City Franchise Group (except for Confidential Information which Slick City Franchise Group licenses from another person or

entity). This Section will survive the termination or expiration of this Agreement indefinitely.

In addition to, and without limiting, the obligations stated above, Franchisee shall not enter, input, upload, submit, or otherwise disclose any Confidential Information, including without limitation, the content of the Manual, to any publicly accessible or third-party artificial intelligence system, large language model, machine learning platform, chatbot, or similar service, including, without limitation, ChatGPT, Microsoft Copilot, Google Gemini, Claude, Perplexity, and any similar or successor technologies (collectively, "Public AI Tools"), whether accessed via a website, an application, a plugin, or other means, and will ensure that its owners, managers, employees, agents, contractors, and anyone acting on its behalf or with its permission likewise do not enter, input, upload, submit, or otherwise disclose any Confidential Information to any Public AI Tools. Franchisee acknowledges that any such disclosure constitutes an unauthorized use or disclosure of Confidential Information and a material breach of this Agreement. Franchisee will implement reasonable measures to enforce this prohibition, including training personnel with access to Confidential Information about this restriction and incorporating this obligation into all applicable nondisclosure and non-competition agreements described above. This prohibition survives the expiration or termination of this Agreement for so long as the information qualifies as Confidential Information under this Section.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, lend money to, provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two (2) years after this Agreement expires or is terminated for any reason or, if applicable, for two (2) years after a Transfer, no Restricted Party shall directly or indirectly have any ownership interest in, lend money to, provide financial assistance to, provide any services to, or be employed by, any Competitor within five (5) miles of the Protected Territory or within five (5) miles of the territory of any other Slick City business operating on the date of expiration, termination, or Transfer, as applicable. If this Agreement is terminated or if a Transfer occurs before the Protected Territory is determined, then the area of non-competition will be the area within five (5) miles of the boundaries of the Development Area and within five (5) miles of the territory of any other Slick City business operating on the date of termination. If a given Slick City business does not have a defined territory, then for purposes of this Section its territory will be deemed to be a three-mile (3-mile) radius around its location.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section 13.2 are held to be unenforceable or unreasonable by any arbitrator or court, then the parties intend that the arbitrator or court modify such restriction to make it enforceable to the maximum extent permitted under the law of the applicable jurisdiction. Franchisee agrees that the existence of any claim it may have against Slick City Franchise Group shall not constitute a defense to the enforcement by Slick City Franchise Group of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. If requested by Slick City Franchise Group, Franchisee shall cause its general manager and other key employees reasonably designated by Slick City Franchise Group to sign Slick City Franchise Group's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if Slick City Franchise Group violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within thirty (30) days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective ten (10) days after Slick City Franchise Group receives written notice of termination.

14.2 Termination by Slick City Franchise Group.

(a) Subject to 10-Day Cure Period. Slick City Franchise Group may terminate this Agreement if Franchisee does not make any payment to Slick City Franchise Group when due, or if Franchisee does not have sufficient funds in its account when Slick City Franchise Group attempts to withdraw funds owed under this Agreement pursuant to the payment process designated by Slick City Franchise Group, and Franchisee fails to cure such non-payment within ten (10) days after Slick City Franchise Group gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to Slick City Franchise Group's satisfaction within thirty (30) days after Slick City Franchise Group gives notice to Franchisee of such breach, then Slick City Franchise Group may terminate this Agreement.

(c) Without Cure Period. Slick City Franchise Group may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Slick City Franchise Group determines Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Slick City Franchise Group;

(iii) any court appoints a receiver or trustee for the Business or all or substantially all of Franchisee's property, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business or its assets for thirty (30) days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within forty-five (45) days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee loses possession of the Location;

(vi) Franchisee or any Owner commits a material violation of Section 7.2 (Compliance With Laws) or Section 13.1 (Confidential Information), violates Section 13.2 (Covenants Not To Compete) or Article 15 (Transfers), or commits any other violation of this Agreement which by its nature cannot be cured;

(vii) Franchisee ceases operation of the Business for more than five (5) consecutive days, or Slick City Franchise Group reasonably concludes that Franchisee has ceased operation of the Business;

(viii) Franchisee or any Owner defames, slanders or libels Slick City Franchise Group or any of its employees, directors, or officers;

(ix) Franchisee refuses to cooperate with or permit any audit or inspection of the Business or the Location by Slick City Franchise Group or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;

(x) the Business is operated in a manner which, in Slick City Franchise Group's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within forty-eight (48) hours after becoming aware of the danger as the result of notice from Slick City Franchise Group or otherwise;

(xi) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same twelve-month (12-month) period;

(xii) Slick City Franchise Group or any affiliate terminates any other agreement with Franchisee or any affiliate due to the breach of such other agreement by Franchisee or any affiliate (provided that termination of a multi-unit development agreement with Franchisee or its affiliate shall not alone give Slick City Franchise Group the right to terminate this Agreement);

(xiii) Franchisee fails to meet the health inspection standards described in Section 7.25(d) two or more times in any thirty-six (36-month) period;

(xiv) Franchisee fails to achieve a passing score on an inspection conducted by Slick City Franchise Group two or more times in any twenty-four-month (24-month) period;

(xv) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(xvi) Franchisee or any Owner is accused by any governmental authority or third

party of any act, or if Franchisee or any Owner commits any act or series of acts, that in Slick City Franchise Group's opinion is reasonably likely to materially and unfavorably affect the Slick City brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement or following a Transfer, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition (Section 13.2(b)), confidentiality (Section 13.1), indemnity (Article 16), and dispute resolution (Article 17), will remain in effect, and Franchisee or, as applicable, the transferor must immediately:

(a) pay all amounts owed to Slick City Franchise Group based on the operation of the Business through the effective date of termination, expiration or Transfer;

(b) return to Slick City Franchise Group all copies of the Manual, the Confidential Information and any and all other materials provided by Slick City Franchise Group to Franchisee or the transferor or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items (to the extent in the possession or control of Franchisee or the transferor); and delete all Confidential Information and proprietary materials from electronic devices;

(c) immediately take all action required (i) to cancel all assumed name or equivalent registrations relating to Franchisee's use of the Marks; and (ii) to cancel or transfer to Slick City Franchise Group or its designee all telephone numbers, post office boxes, directory listings, and Digital Marketing accounts used by Franchisee in connection with the Business or the Marks, including, without limitation, by providing login and password details and promptly signing all directions and authorizations necessary or appropriate to accomplish the foregoing. Franchisee hereby irrevocably appoints Slick City Franchise Group, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing. The telephone company, the postal service, registrars, internet service providers and each listing agency may accept such direction by Slick City Franchise Group pursuant to this Agreement as conclusive evidence of Slick City Franchise Group's exclusive rights in such accounts and its authority to direct their transfer; and

(d) cease doing business under any of the Marks and cease using the Marks in any way.

14.4 Remove Identification. Within thirty (30) days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a Slick City business, to the reasonable satisfaction of Slick City Franchise Group. Franchisee shall comply with any reasonable instructions and procedures of Slick City Franchise Group regarding the de-identification. If Franchisee fails to do so within thirty (30) days after this Agreement expires or is terminated, Slick City Franchise Group may enter the Location to remove the Marks and de-identify the Location. In this event, Slick City Franchise Group will not be charged with trespass nor be accountable for or required to pay for any assets removed or altered, or for any damage caused by Slick City Franchise Group.

14.5 Liquidated Damages.

(a) Liquidated Damages After Opening. If, after seven or more days have passed since the Business first opened, Slick City Franchise Group terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within ten (10) days thereafter Franchisee shall pay to Slick City Franchise Group a lump sum as liquidated damages and not as a penalty calculated as follows: (x) the average weekly Royalty Fees and Brand Fund Contributions that Franchisee owed to Slick City Franchise Group under this Agreement for the last 52 full weeks that Franchisee operated the Business (disregarding any fee waivers or reductions granted to Franchisee); multiplied by (y) the lesser of (1) 104 or (2) the number of weeks remaining in the then-current term of this Agreement. If Franchisee has not operated the Business for at least 52 full weeks at the time of the termination, then the amount of (x) in the equation above will equal the average weekly Royalty Fees and Brand Fund Contributions that Franchisee owed to Slick City Franchise Group during the full weeks that Franchisee operated the Business. The "average Royalty Fees and Brand Fund Contributions that Franchisee owed to Slick City Franchise Group" shall be based on the obligations stated in Article 4 and shall not be discounted or adjusted due to any deferred or reduced Royalty Fees and Brand Fund Contributions agreed to by Slick City Franchise Group unless this Section 14.5(a) is specifically amended.

(b) Liquidated Damages Prior To Opening. If, before the Business is open or if before seven days have passed since the Business first opened, Slick City Franchise Group terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within ten (10) days thereafter Franchisee shall pay to Slick City Franchise Group a lump sum (as liquidated damages and not as a penalty) calculated as follows: an amount equal to (x) eight percent (8%) multiplied by (y) the average monthly Gross Sales of all Slick City businesses, both company-owned and franchised, operating during each of the prior twenty-four (24) months; multiplied by (z) twelve.

(c) Acknowledgments Relating to Liquidated Damages. Franchisee acknowledges that a precise calculation of the full extent of Slick City Franchise Group's damages under the circumstances referenced in subsections 14.5(a) and 14.5(b) above are difficult to determine and the methods of calculation of such damages as set forth in this Section 14.5 are reasonable. Franchisee's payment to Slick City Franchise Group the amounts owed under Sections 14.5(a) or 14.5(b) will be in lieu of any direct monetary damages that Slick City Franchise Group may incur as a result of Slick City Franchise Group's loss of Royalty Fees and Brand Fund Contributions that would have been owed to Slick City Franchise Group after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, Slick City Franchise Group's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which Slick City Franchise Group is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this lump sum shall be in addition to any other right or remedy that Slick City Franchise Group may have under this Agreement or otherwise.

14.6 Purchase Option. When this Agreement is terminated, or expires and is not renewed, Slick City Franchise Group will have the right (but not the obligation) to purchase any or all of the assets of the Business, including the Inputs, and/or to require Franchisee to assign its lease or sublease to Slick City Franchise Group. To exercise this option, Slick City Franchise Group must notify Franchisee no later than thirty (30) days after this Agreement expires or is terminated. The

purchase price for all assets that Slick City Franchise Group elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns; or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within thirty (30) days after Slick City Franchise Group sends the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Slick City Franchise Group's purchase will be of assets only, free and clear of all liens, and the purchase will not include the amount of any liabilities of Franchisee. The purchase price for the assets will not include any factor or increment for any trademark or other commercial symbol used in the Business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. Slick City Franchise Group may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by Slick City Franchise Group. If Slick City Franchise Group exercises the purchase option, Slick City Franchise Group may deduct from the purchase price (a) all amounts due to it or its affiliate from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by Slick City Franchise Group to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, Slick City Franchise Group may pay a portion of the purchase price directly to the lienholder to pay off such lien. Slick City Franchise Group may withhold 25% of the purchase price for ninety (90) days to ensure that all of Franchisee's taxes and other liabilities are paid. Slick City Franchise Group may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By Slick City Franchise Group. Slick City Franchise Group may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Slick City Franchise Group may undergo a change in ownership and/or control, all without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Slick City Franchise Group entered into this Agreement in reliance on Franchisee's and its Owner's(s') business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer: without providing Slick City Franchise Group at least sixty (60) days' prior notice of the proposed Transfer; and without obtaining Slick City Franchise Group's written consent. In granting any such consent, Slick City Franchise Group may impose conditions, including, without limitation, the following:

(a) for transfers of non-controlling interests, Slick City Franchise Group receives a transfer free equal to the lesser of $3,500 or Slick City Franchise Group's actual costs incurred in relation to the transfer. For transfers of controlling interests, Slick City Franchise Group receives a transfer fee equal to the lesser of the then-current initial franchise fee or Slick City Franchise Group's actual costs (which may include broker fees and other out-of-pocket costs incurred by Slick City Franchise Group as a result of the Transfer). However, if transfers of controlling interests are made to an existing, trained, current owner of a Slick City park, Slick City Franchise Group receives a transfer fee equal to the lesser of 25% of the then-current initial franchise fee or Slick City Franchise Group's actual costs (which may include broker fees and other out-of-pocket costs incurred by Slick City Franchise Group as a result of the Transfer);

(b) the proposed transferee and its owners have completed Slick City Franchise Group's franchise application processes, met Slick City Franchise Group's then-applicable standards for new franchisees, and have been approved by Slick City Franchise Group as franchisees;

(c) the proposed transferee is not a Competitor;

(d) the proposed transferee executes Slick City Franchise Group's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided; however, that the form will be amended to provide that the transferee will not be required to pay an initial franchise fee);

(e) all owners of the proposed transferee, and their spouses, if any, provide a guaranty consistent with that included with the then-current form of franchise agreement;

(f) Franchisee has paid all monetary obligations to Slick City Franchise Group and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to Slick City Franchise Group or its affiliates;

(g) the proposed transferee and its owners and employees undergo such training as Slick City Franchise Group may require;

(h) Franchisee, its Owners, and the transferee and its owners execute a general release of Slick City Franchise Group in a form satisfactory to Slick City Franchise Group; and

(i) the Business fully complies with all of Slick City Franchise Group's then-current System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least fifteen (15) days' notice to Slick City Franchise Group, if, prior to the Transfer (i) the transferee provides the information required by Section 2.3; (ii) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Slick City Franchise Group; (iii) Franchisee owns all voting securities of the corporation or limited liability company; (vi) Franchisee provides a guaranty in accordance with Section 2.5; and (v) Slick City Franchise Group receives a transfer fee equal to the lesser of $5,000 or Slick City Franchise Group's actual costs for the review and approval of the Transfer.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of the Principal Executive, unless another person is selected by the Owner(s) of Franchisee, and approved by Slick City Franchise Group to be the Principal Executive, either the surviving Owner(s) or the executor, administrator, or personal representative of the deceased or incapacitated Principal Executive must Transfer the Business to a third party approved by Slick City Franchise Group within nine (9) months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 Slick City Franchise Group's Right of First Refusal. Before Franchisee or any Owner engages in a Transfer (except under Section 15.3, or to a co-Owner, or to a spouse, sibling, or child

of an Owner), Slick City Franchise Group will have a right of first refusal, as set forth in this Section. Franchisee or its Owners shall provide to Slick City Franchise Group a copy of the terms and conditions of any Transfer. For a period of thirty (30) days from the date of Slick City Franchise Group's receipt of such copy, Slick City Franchise Group will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions except that if some or all of the purchase price is not payable in cash, Slick City Franchise Group may pay the equivalent value in cash for the purchase price. If Slick City Franchise Group does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to Slick City Franchise Group) Slick City Franchise Group, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Slick City Franchise Group and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the development or operation of the Business (including any Data Security Event). Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions which arise solely from an Indemnitee's strict liability or fraud or which Franchisee proves arose solely as a result of any Indemnitee's willful misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the involved Indemnitee(s). This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification, and control all aspects of defending the Action, including negotiations and settlement, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Agreement to Use Procedure. Except to the extent that Slick City Franchise Group seeks payments owed by Franchisee to Slick City Franchise Group or its affiliates, or Slick City Franchise Group seeks injunctive relief or other equitable relief or specific performance to enforce provisions of this Agreement ("Exempted Disputes"), Articles 17.2 and 17.3 shall apply to all disputes between Slick City Franchise Group or its affiliates, owners, officers, directors, and employees and Franchisee and/or Franchisee's Owner(s) and/or their affiliates, owners, officers, directors, managers, members, guarantors under the Guaranty attached hereto, and employees,

arising out of or relating to this Agreement including any claim that relates to any alleged omissions occurring prior to execution of the Agreement, and/or to any business relationship that exists, or activities that are conducted as a result of this Agreement or any other agreement entered into among the parties (each, a "Dispute").

17.2 First Meeting of Executives.

(a) Before commencing mediation or arbitration, the parties shall attempt in good faith to resolve any Dispute promptly by negotiation between executives who have the authority to settle the controversy, and who are at a higher level of management than the persons with direct responsibility for the administration of this Agreement, if such party has a person in a higher level of management than the person with direct responsibility for the administration of this Agreement. Any party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit a written response to the other party. The notice and response shall include with reasonable particularity (i) a statement of each party's position and a summary of arguments supporting that position; and (ii) the name and title of the one executive who will represent that party in the meeting. This meeting shall be limited to one executive/management person for each party and shall be held in person unless the parties mutually agree otherwise. Within thirty (30) days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place.

(b) Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above (the "First Meeting"). Such closure shall not preclude continuing or later negotiations if the parties mutually desire.

(c) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(d) At no time prior to the First Meeting shall either side initiate arbitration or litigation related to any Dispute, except that Slick City Franchise Group may initiate arbitration or litigation, as set forth in this Article, relating to any Exempted Dispute, and either party may initiate arbitration or litigation if the other party refuses to comply with the requirements of Section 17.2(a).

(e) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Article 17.2 are pending and for fifteen (15) calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

(f) If the matter is not resolved by negotiation pursuant to this Section 17.2, then the matter shall proceed to mediation as set forth in Section 17.3.

17.3 Mediation. If a Dispute remains unresolved after the First Meeting, a party shall initiate a mediation process by notifying the other party in writing, describing with specificity the nature of

the dispute and the relief sought. The parties agree to conduct the mediation in good faith and in accordance with the then-current Commercial Mediation Procedures of the American Arbitration Association ("AAA"), except to the extent that those rules conflict with this Agreement, in which case this Agreement shall control. However, the mediation need not be administered by the AAA unless the parties cannot agree upon the selection of a mediator within fifteen (15) days of the receipt of the written notice of mediation. If the parties cannot agree upon the selection of a mediator, either party may commence a mediation proceeding by making a request to the AAA, with a copy to the other party. The written request for mediation to the AAA shall also describe with specificity the nature of the dispute and the relief sought. Both parties are required to engage in the mediation in good faith.

(a) The mediation process shall begin promptly, but in no event later than thirty (30) days after cessation of negotiations between the parties as set forth in Section 17.2, and shall be concluded within forty-five (45) days of the day the request for mediation is made, unless the parties mutually agree otherwise.

(b) Mediation shall be private and nonbinding. The mediator shall be neutral and impartial. The fees and expenses of the AAA (or other administrator) and the mediator shall be shared equally by the parties. Each party shall bear its own attorneys' fees and other costs incurred in connection with the mediation irrespective of the outcome of the mediation. The mediator shall be disqualified as a witness, consultant, expert, or counsel for either party with respect to the Dispute and any related matters. At least seven days before the first scheduled session of the mediation, each party shall deliver to the mediator a concise written summary of its position with respect to the Dispute (such as claims or defenses) and such other matters requested by the mediator.

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

(d) All mediation proceedings shall take place in the city and state where Slick City Franchise Group's headquarters are located at the time of the mediation.

(e) Except in regard to an Exempted Dispute, if one party exercises its right to initiate mediation pursuant to this Section 17.3, mediation shall be a condition precedent to either party's commencement or pursuit of any action which may be the subject of the Dispute.

17.4 Disputes Subject to Arbitration.

(a) Any Dispute that is not resolved pursuant to negotiation or mediation held pursuant to Sections 17.2 and 17.3 above, including any question of enforceability of this Agreement to arbitrate, the scope of arbitration, or arbitrability, shall be resolved by arbitration administered by the AAA in accordance with its then-current Commercial Arbitration Rules which are incorporated into this Agreement and which shall govern except to the extent that those rules conflict with this

Agreement, in which case this Agreement shall control. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator must follow the law and shall not disregard terms of this Agreement. The award shall be in writing and accompanied by a reasoned opinion. The arbitrator shall have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute. The parties may only serve reasonable requests for documents, which must be limited to documents upon which a party intends to rely or documents that are directly relevant and material to a significant disputed issue in the Dispute or to the outcome of the Dispute. The document requests shall be restricted in terms of timeframe, subject matter and persons or entities to which the requests pertain. No party shall propound interrogatories or requests for admission unless the parties later mutually agree to their use. The provisions of this Article 17 shall continue in full force and effect subsequent to and notwithstanding the expiration, termination, transfer or non-renewal of this Agreement.

(b) Location. The place of arbitration shall be the city and state where Slick City Franchise Group's headquarters are located.

(c) Intellectual Property Claims. Any claims involving an alleged infringement of any of Slick City Franchise Group's intellectual property rights must be brought in a court authorized to hear such claims consistent with Section 17.8 of this Agreement.

(d) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit shall be confidential, except as required by law or as required for Slick City Franchise Group to comply with laws and regulations applicable to the sale of franchises.

(e) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, Slick City Franchise Group and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.5 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or exemplary damages.

17.6 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and each waive any right to act on a class-wide basis.

17.7 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date of the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by Slick City Franchise Group related to non-payment of Royalty Fees and other amounts owed to it or its affiliates by Franchisee; (ii) for indemnity under Article 16; or (iii) related to the unauthorized use of the Confidential Information or the Marks.

17.8 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that such proceeding will be brought in the United States District Court where Slick City Franchise Group's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where Slick City Franchise Group's headquarters is then

located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.9 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorneys' fees, costs and other expenses of the legal proceeding. In any proceeding involving more than one allegation or issue, where neither party prevails on all allegations or issues, the arbitrator or court, as the case may be, shall apportion fees, costs and expenses between the parties.

17.10 Franchisor Personnel. The provisions of this Article 17 will apply to any Action by Franchisee or its Owners, officers, directors, shareholders, members, managers, employees, and/or agents against Slick City Franchise Group's officers, directors, shareholders, members, managers, employees, and/or agents. Nothing in this Agreement authorizes any Action against Slick City Franchise Group's officers, directors, shareholders, members, employees, and/or agents or makes those persons liable for Slick City Franchise Group's conduct.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Slick City Franchise Group is not a fiduciary of Franchisee. Slick City Franchise Group does not control or have the right to control Franchisee or the Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Slick City Franchise Group's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Slick City Franchise Group has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. Except as stated in Article 16 or Article 17, this Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Slick City Franchise Group, and Slick City Franchise Group's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Slick City Franchise Group in its Franchise Disclosure Document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Slick City Franchise Group's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance, or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Missouri without giving effect to its principles of conflicts of law govern the interpretation of this Agreement and all adversarial proceedings between the parties. The parties agree that any Missouri law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Slick City Franchise Group, addressed to Slick City Franchise Group, ATTN: Alex Benepe, 17379 Edison Ave, Chesterfield, MO 63005, FranDev@slickcity.com. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices must be (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; (3) sent via overnight courier; or (4) sent via email with confirmation of delivery. Notices will be effective upon the earlier of (a) receipt by the recipient; (b) first rejection by the recipient; (c) three (3) business days after mailing if sent via registered or certified mail; or (d) the next business day after mailing if sent via overnight courier or sent via email after business hours. Notwithstanding the foregoing, Slick City Franchise Group may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication, in which case notice would be effective on Franchisee upon the delivery of the electronic mail or other electronic communication.

18.10 Force Majeure. If either party is unable to perform an obligation due to riots, terrorist act, war, disaster (such as an earthquake, hurricane, or tornado), health emergency (such as epidemics, pandemic, and quarantines), or any other act of God or nature beyond the reasonable control of such party (a "Force Majeure"), such party's performance of the obligation shall be excused for so long as the Force Majeure exists, but not longer than 180 days. This Section shall not excuse a party's obligation to make a payment owed under this Agreement.

18.11 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the parties), Slick City Franchise Group may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as Slick City Franchise Group specifies; or (ii) bind Franchisee to a renewal term of five (5) years, collect the renewal fee specified in Section 3.2(vi) of this Agreement and deem Franchisee and its Owners to have made the general release of liability as described in Section 3.2(vii).

18.12 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee",

each will have joint and several liability.

18.13 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by Slick City Franchise Group does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Slick City Franchise Group.

[*Signatures on next page*]

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Agreed to by:

FRANCHISOR:

SLICK CITY FRANCHISE GROUP LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

By: _____
Name: _____
Title: _____
Date: _____

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

_____California
_____Illinois
_____Maryland
_____Minnesota
_____New York
_____North Dakota
_____Rhode Island
_____Virginia
_____Washington

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. Form of Ownership. Franchisee is a (check one):

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State: _____

2. Owners. If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. Officers. If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 2 to Franchise Agreement

LOCATION ACCEPTANCE LETTER

To: _____

This Location Acceptance Letter is issued by Slick City Franchise Group LLC for your Slick City franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

_____

2. The Protected Territory of the Business is:

_____

SLICK CITY FRANCHISE GROUP LLC

By: _____
Name: _____
Title: _____
Date: _____

Attachment 3 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group").

Background Statement: _____ ("Franchisee") desires to enter into a Franchise Agreement with Slick City Franchise Group for the franchise of a Slick City business (the "Franchise Agreement") (capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns a direct or indirect equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce Slick City Franchise Group to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to Slick City Franchise Group, and its successors and assigns, that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to Slick City Franchise Group and its affiliates, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and Slick City Franchise Group, or its affiliates, upon demand from Slick City Franchise Group. Guarantor waives (a) acceptance and notice of acceptance by Slick City Franchise Group of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that Slick City Franchise Group make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. Slick City Franchise Group possesses (and will continue to develop and acquire) Confidential Information relating to the development, operation, and franchising of Slick City businesses. Slick City Franchise Group will disclose to Guarantor, during the term, such parts of the Confidential Information that Slick City Franchise Group determines (in its sole discretion) are required for the performance of

Franchisee's obligations under this Agreement. Guarantor agrees that Guarantor will timely inform Franchisee's employees, agents, and any other person having access to Confidential Information about its confidential nature. Guarantor acknowledges and agrees that Guarantor will not acquire any interest in the Confidential Information other than the right to use it as Slick City Franchise Group specifies in operating the Business during the term, and that the Confidential Information is proprietary, includes Slick City Franchise Group's trade secrets, and is disclosed to Guarantor only on the condition that Guarantor agrees that Guarantor:

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

(b) will keep each item deemed to be Confidential Information absolutely confidential, both during the term and then thereafter for as long as the item is not generally known;

(c) will not make unauthorized copies of any Confidential Information disclosed to it, or them, via electronic medium or in written or other tangible form; and

(d) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information, including, without limitation, restricting its disclosure to personnel and others and obtaining confidentiality and non-compete agreements from those having access to the Confidential Information, consistent with applicable law. Slick City Franchise Group has the right to regulate the form of agreements that Franchisee enters into with others, and to be a third-party beneficiary of those agreements with independent enforcement rights.

(e) Confidential Information does not include information, knowledge, or know-how which Guarantor can demonstrate lawfully came to Guarantor's attention before Slick City Franchise Group provided it to Guarantor directly or indirectly (for the avoidance of doubt, information that Slick City Franchise Group has designated as confidential will remain as "Confidential Information" even though Slick City Franchise Group provided such information to Guarantor before entering into this Agreement); which, at the time Slick City Franchise Group disclosed it to Guarantor, already had become generally known in the family entertainment center industry through publication or communication by others legally and without having violated any party's obligation to Slick City Franchise Group; or which, after Slick City Franchise Group discloses it to Guarantor, lawfully becomes generally known in the family entertainment center industry through publication or communication by others without violating any obligation to Guarantor. However, anyone who claims certain information is not Confidential Information bears the burden of proving that one of the exclusions provided in this paragraph applies before disclosing the Confidential Information.

With respect to all Confidential Information, Guarantor shall (a) adhere to all procedures prescribed by Slick City Franchise Group for maintaining confidentiality; (b) disclose such information to Franchisee's employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not

specifically authorized in writing by Slick City Franchise Group; and (d) promptly report any unauthorized disclosure or use of the Confidential Information. Guarantor acknowledges that all Confidential Information is owned by Slick City Franchise Group (except for Confidential Information which Slick City Franchise Group licenses from another person or entity). This Section will survive the termination or expiration of the Franchise Agreement and/or this Guaranty, and the Transfer of all of a Guarantor's interest in Franchisee or the Business, indefinitely.

In addition to, and without limiting, the obligations stated above, Guarantor shall not enter, input, upload, submit, or otherwise disclose any Confidential Information, including, without limitation, the content of the Manual, to any publicly accessible or third-party artificial intelligence system, large language model, machine learning platform, chatbot, or similar service, including, without limitation, ChatGPT, Microsoft Copilot, Google Gemini, Claude, Perplexity, and any similar or successor technologies (collectively, "Public AI Tools"), whether accessed via a website, an application, a plugin, or other means. Guarantor acknowledges that any such disclosure constitutes an unauthorized use or disclosure of Confidential Information and a material breach of the Franchise Agreement and this Guaranty. Guarantor will implement reasonable measures to enforce this prohibition. This prohibition survives the expiration or termination of the Franchise Agreement for so long as the information qualifies as Confidential Information under this Section.

3. Covenants Not to Compete.

(a) Restriction – In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two (2) years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two (2) years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within five (5) miles of Franchisee's Protected Territory or within five (5) miles of the territory of any other Slick City business operating on the date of expiration, termination, or transfer, as applicable. If the Franchise Agreement is terminated, or if a Transfer occurs, before the Protected Territory is determined, then the area of non-competition will be the area within five (5) miles of the boundaries of the Development Area and within five (5) miles the of the territory of any other Slick City business operating on the date of termination. If a given Slick City business does not have a defined territory, then for purposes of this Section its territory will be deemed to be a three-mile (3-mile) radius around its location.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Slick City Franchise Group. Guarantor agrees that the existence of any claim it

or Franchisee may have against Slick City Franchise Group shall not constitute a defense to the enforcement by Slick City Franchise Group of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement; (b) any extension of time, credit or other indulgence which Slick City Franchise Group may from time to time grant to Franchisee or to any other person or entity; or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Missouri (without giving effect to its principles of conflicts of law). The parties agree that any Missouri law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Paragraph 5. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to Slick City Franchise Group all costs incurred by Slick City Franchise Group (including reasonable attorneys' fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, their obligations hereunder will be joint and several. Resolution) Agreed to by:

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

Attachment 4 to Franchise Agreement

CONDITIONAL ASSIGNMENT OF BRAND ACCOUNTS

This Assignment of Brand Accounts (this "Assignment") is executed by the undersigned ("Franchisee") in favor of Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group").

Background Statement: Slick City Franchise Group and Franchisee are parties to a Franchise Agreement pursuant to which Slick City Franchise Group granted Franchisee a license to operate a Slick City franchised business (the "Business"). Slick City Franchise Group or its affiliates are the sole owner(s) of the Slick City brand and all names, logos, trademarks, service marks, and other intellectual property associated therewith. To protect Slick City Franchise Group's interest in and control of Slick City brand, Franchisee acknowledges and agrees that Slick City Franchise Group has the right to control all telephone numbers, directory listings, and internet marketing accounts related to the Business.

Franchisee agrees as follows:

1. Conditional Assignment. Franchisee hereby assigns to Slick City Franchise Group (or its designee) all of Franchisee's rights, title, and interest in and to all telephone numbers, directory listings, email accounts, websites, social media accounts, and all other accounts and profiles for advertising and marketing on the internet or through any electronic communications network ("Brand Accounts") associated with Slick City and registered by Franchisee from time to time in connection with the operation of the Business, such assignment to be effective upon (a) termination or expiration of the Franchise Agreement; or (b) notice from Slick City Franchise Group to Franchisee, at which time Slick City Franchise Group will have the right to assume ownership of any one, some or all Brand Accounts.

2. Transfer or Deletion. Franchisee hereby authorizes the service provider of each Brand Account (the "Provider") to transfer the Brand Account to Slick City Franchise Group (or its designee) or to delete the Brand Account upon the written instruction of Slick City Franchise Group. Franchisee hereby grants Slick City Franchise Group an irrevocable limited power of attorney on behalf of Franchisee to direct any Provider to transfer or delete a Brand Account. In such an event, Franchisee will have no further right, title or interest in the Brand Account but will remain liable to the Provider for all past due fees owing to the Provider on or before the date on which the assignment is effective. Slick City Franchise Group will have no liability or obligation of any kind to a Provider arising prior to the effective date of the transfer or deletion. Franchisee agrees to take all reasonable steps necessary to effectuate the transfer or deletion (as determined by Slick City Franchise Group) of each Brand Account.

[*Signatures on next page*]

Executed by:

FRANCHISEE:
[*if an individual*:]

_____
By:

Name: _____
Title: _____
Date: _____

[*if an entity*:]

_____
By:

Name: _____
Title: _____
Date: _____

Attachment 5 to Franchise Agreement

FRANCHISEE QUESTIONNAIRE

[*To be completed by Franchisee and all Owners before signing Franchise Agreement*]

California Franchisees should not complete the Questionnaire.

Do not sign this Questionnaire if you are a resident of Maryland or Washington, or if your business will operate in Maryland or Washington.

As you know, you are about to enter into a franchise agreement for the development, opening and operation of a Slick City business with SLICK CITY FRANCHISE GROUP, LLC (the "Franchisor"). Please review each of the following questions carefully and provide honest and complete responses to each question. **None of the following questions are intended to cause you to surrender or believe that you have surrendered rights to which you are entitled under federal or state law or to shift Franchisor's disclosure duties under federal or state law to you.**

WHERE REQUESTED OR NECESSARY TO ANSWER ANY QUESTION, GIVE A COMPLETE EXPLANATION OF ANY RESPONSES ON THE LAST PAGE (REFER TO QUESTION NUMBER)

Yes ☐ No ☐ 1. Did you receive the Franchise Disclosure Document ("FDD") that Franchisor provided to you?

Yes ☐ No ☐ 2. Did you sign a receipt for the FDD and include the date you received the FDD?

Yes ☐ No ☐ 3. Did you return the Receipt to the Franchisor?

Yes ☐ No ☐ 4. Did you receive the Franchise Agreement and all exhibits or schedules attached to the Franchise Agreement? If any exhibits or schedules were not attached, please identify any missing exhibit or schedule on the Explanation of Responses attached.

Yes ☐ No ☐ 5. Were all of the blanks in the Franchise Agreement filled in? If not, please identify any missing information on the Explanation of Responses attached.

Yes ☐ No ☐ 6. Do you understand that we will not approve your purchase of a franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?

Yes ☐ No ☐ 7. Did any broker, employee, or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a Slick City business that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes ☐ No ☐ 8. Did any broker, employee, or other person speaking on our behalf make any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue or Gross Sales a Slick City business will generate, that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes ☐ No ☐ 9. Did any broker, employee, or other person speaking on our behalf make any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is different from the information contained in the FDD?

Yes ☐ No ☐ 10. Did any broker, employee, or other person providing services to you on our behalf solicit or accept any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a Slick City business purchase with exception of those payments or loans provided in the FDD and Franchise Agreement?

PROSPECTIVE FRANCHISEES/APPLICANTS :

By :_____
Print Name:_____
Date:_____

Each person who signs or guarantees the Franchise Agreement must sign and date a copy of this Franchisee Questionnaire and return it to SLICK CITY FRANCHISE GROUP LLC, Attention: Alex Benepe, 17379 Edison Ave., Chesterfield, Missouri 63005, prior to signing the Franchise Agreement.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise. The Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act. RCW 19.100 and the rules adopted thereunder.

EXPLANATION OF RESPONSES TO
FRANCHISEE QUESTIONAIRE STATEMENT

Question Number	Explanation

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this "MUDA") is made between Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group") and _____, a _____ _____ ("Franchisee") on the Effective Date.

Background Statement: On the same day as they execute this MUDA, Slick City Franchise Group and Franchisee have entered into a Franchise Agreement for the franchise of a Slick City business (the "Franchise Agreement") (capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). Slick City Franchise Group and Franchisee desire that Franchisee develop multiple Slick City businesses.

1. **Multi-Unit Commitment.**

(a) Development Schedule; Fee. Franchisee shall develop and open Slick City businesses on the following schedule:

Store #	Deadline for Opening	Total # of Stores to be Open and Operating on Deadline	Allocated Portion of the Development Fee
1		1	$_____
2		2	$_____
3		3	$_____
Total Development Fee:			

(b) Payment**.** Upon execution of this MUDA, Franchisee shall pay the total development fee to Slick City Franchise Group. The development fee is non-refundable.

2. **Form of Agreement.** For Store #1, Franchisee and Slick City Franchise Group have executed the Franchise Agreement simultaneously with this MUDA. For each additional Store, Franchisee shall execute Slick City Franchise Group's then-current standard form of franchise agreement before Franchisee leases or acquires a location. This MUDA does not give Franchisee the right to construct, open, or operate a Slick City business, and Franchisee acknowledges that Franchisee may only construct, open, and operate each Slick City business pursuant to a separate franchise agreement executed separate from, but pursuant to, this MUDA.

3. **Development Area.** Franchisee shall locate each Slick City business it develops under this MUDA within one of the group of census tracts listed as Attachment 1 of this MUDA. Each group

of census tracts listed in Attachment 1 shall be referred to herein as a "Unit Development Area" and collectively, the two Unit Development Areas will be referred to as the "Development Area." Franchisee agrees that it will develop no more than one Slick City business in each Unit Development Area. So long as Franchisee is not in default under this Agreement, until a location has been approved within a specific Unit Development Area, Slick City Franchise Group shall not operate or grant a franchise to any other person to operate a Slick City business within the Unit Development Area, meaning that Slick City Franchise Group shall not operate or grant a franchise to any other person to operate a Slick City business within a particular Unit Development Area until a location for a Slick City business in that Unit Development Area has been approved by Slick City Franchise Group. After a location for a Slick City business has been approved in a particular Unit Development Area, Slick City Franchise Group may own, operate, franchise, or license others to operate additional Slick City businesses within the Unit Development Area, except within any Protected Area granted under the Franchise Agreement with Franchisee, or its affiliate(s), while that Agreement remains in effect. After the expiration or termination of this Agreement, Slick City Franchise Group may own, operate, franchise, or license others to operate additional Slick City businesses anywhere, without restriction, including within the Development Area, except within any Protected Area granted under any Franchise Agreement(s) with Franchisee, or its affiliate(s), which are in effect.

4. **Default and Termination.** Slick City Franchise Group may terminate this MUDA by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee fails to timely satisfy all the obligations in the development schedule; or

(ii) Slick City Franchise Group has the right to terminate any franchise agreement between Slick City Franchise Group and Franchisee (or any affiliate thereof) due to Franchisee's default thereunder (whether or not Slick City Franchise Group actually terminates such franchise agreement).

5. **Limitation of Liability.** Franchisee's commitment to develop Slick City businesses is in the nature of an option only. If Slick City Franchise Group terminates this MUDA for Franchisee's default, Franchisee shall not be liable to Slick City Franchise Group for lost future revenues or profits from the unopened Slick City businesses. Franchisee may terminate this MUDA at any time.

6. **Conditions.** Franchisee's option to develop each Slick City franchise other than Store #1 is subject to the following:

(i) Franchisee must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional Slick City business, in the reasonable judgment of Slick City Franchise Group at the time Franchisee requests to enter into a Franchise Agreement for the Store; and

(ii) Franchisee must be in full compliance with all brand requirements at its open Slick City businesses, and not in default under any Franchise Agreement or any other agreement with Slick City Franchise Group at the time Franchisee requests to enter into a Franchise Agreement for the Store.

7. **Dispute Resolution; Miscellaneous.** The laws of the State of Missouri (without giving effect to its principles of conflicts of law) govern the interpretation of this Agreement and all adversarial proceedings between the parties. The parties agree that any Missouri law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 7. Franchisee shall not Transfer this MUDA without the prior written consent of Slick City Franchise Group, and any Transfer without Slick City Franchise Group's prior written consent shall be void. The provisions of Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

8. **Entire Agreement**. This Agreement, and the documents referenced herein, constitute the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Slick City Franchise Group in its Franchise Disclosure Document.

[*Signatures on Next Page*]

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Agreed to by:

FRANCHISOR:

SLICK CITY FRANCHISE GROUP LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

[*if an individual:*]

_____
Name: _____

[*if an entity:*]

_____

By: _____
Name: _____
Title: _____
Date: _____

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Multi-Unit Development Agreement pursuant to:

_____California
_____Illinois
_____Maryland
_____Minnesota
_____New York
_____North Dakota
_____Rhode Island
_____Virginia
_____Washington

EXHIBIT D

RIDER TO LEASE AGREEMENT

Landlord: _____
Notice Address: _____
_____
_____
Telephone: _____

Franchisor: Slick City Franchise Group LLC
Notice Address: 17379 Edison Ave,
Chesterfield, MO 63005
Telephone: 877-705-2489

Tenant: _____

Leased Premises: _____

1. Use. Tenant is a franchisee of Slick City Franchise Group ("Franchisor"). The Leased Premises shall be used only for the operation of a Slick City business (or a business operating under any other name designated by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default ("Default") given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within ten (10) days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within fifteen (15) days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor or its affiliate, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease unless otherwise agreed by Landlord. If Franchisor or its affiliate becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the Slick City brand. Any provision of the Lease which limits Tenant's right to own or operate other Slick City outlets in proximity to the Leased Premises shall not apply to Franchisor or to its affiliates.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly

with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

_____

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

_____

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISOR:

SLICK CITY FRANCHISE GROUP LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT E

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties") hereby releases Slick City Franchise Group, its affiliates, and their respective directors, officers, shareholders, employees, franchise sellers, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including, without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Slick City Franchise Group reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

5. State Addenda.

[Maryland Residents]: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Washington Residents]: A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the franchise agreement is in effect and where the parties are represented by independent counsel.

Agreed to by:

_____

Name: _____

Date: _____

EXHIBIT F

FINANCIAL STATEMENTS

- **2025 AUDITED FINANCIALS**
- **2024 AUDITED FINANCIALS**
- **2023 AUDITED FINANCIALS**
- **2026 UNAUDITED FINANCIALS (if required)**

SLICK CITY FRANCHISE GROUP LLC

Financial Statements For The Years Ended

December 31, 2025, December 31, 2024 & December 31, 2023

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

SLICK CITY FRANCHISE GROUP LLC

FINANCIAL STATEMENTS

Financial Statements For The Years Ended December 31, 2025, December 31, 2024 (As Restated), & December 31, 2023

TOGETHER WITH INDEPENDENT AUDITOR'S REPORT

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NAPER CPA GROUP

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omar@napercpa.com

INDEPENDENT AUDITOR'S REPORT

To the Management of SLICK CITY FRANCHISE GROUP LLC

Opinion

We have audited the financial statements of SLICK CITY FRANCHISE GROUP LLC (the "Company"), which comprise the balance sheet as of December 31, 2025, December 31, 2024 (as restated), and December 31, 2023, and the related statements of income, changes in shareholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, December 31, 2024 (as restated), and December 31, 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter – Restatement of Previously Issued Financial Statements

As discussed in Note 3 to the financial statements, the 2024 financial statements have been restated to correct an error in the recognition of initial franchise fee revenue. Our opinion is not modified with respect to this matter.

Basis for Opinion

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

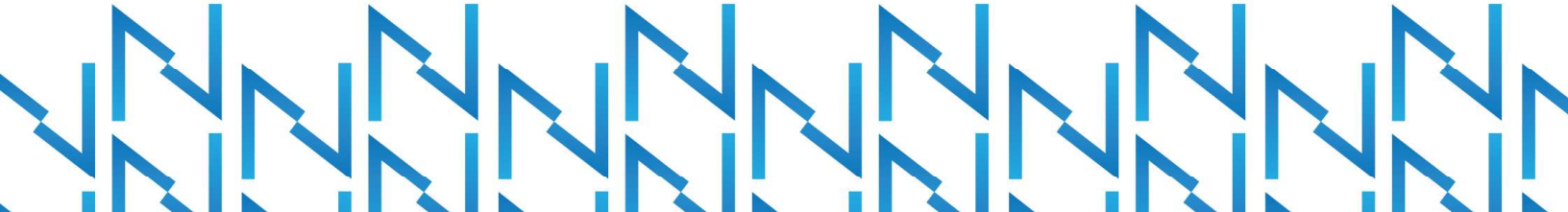
Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.



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In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Naper CPA Group

Naperville, IL
April 15, 2026

SLICK CITY FRANCHISE GROUP LLC
BALANCE SHEET
AS OF DECEMBER 31, 2025, DECEMBER 31, 2024 (AS RESTATED), & DECEMBER 31, 2023

	12/31/25	12/31/24 (Restated)	12/31/23
ASSETS			
CURRENT ASSETS			
Cash and Cash Equivalents	$1,941,256	$ 881,210	$ 32,334
Accounts Receivable	484,292	167,085	9,809
Other Receivables	285,001	-	-
Other Current Assets	37,380	9,300	-
TOTAL CURRENT ASSETS	2,747,929	1,057,595	42,144
NON-CURRENT ASSETS			
Operating Lease Right-of-Use Asset	9,113	26,631	-
TOTAL NON-CURRENT ASSETS	9,113	26,631	-
TOTAL ASSETS	2,757,042	1,084,226	42,144
LIABILITIES AND OWNER'S EQUITY			
CURRENT LIABILITIES			
Payables & Company Credit Card	78,036	10,213	22,728
Lease Liability (current)	10,097	18,286	-
Accrued Liabilities	307,195	-	-
Payroll Liability	206,427	56,938	-
Deferred Revenue (current)	636,000	233,000	-
TOTAL CURRENT LIABILITIES	1,237,756	318,436	22,728
NON-CURRENT LIABILITIES			
Lease Liability	-	10,097	-
Due to Related Party	-	-	160,000
Deferred Revenue	5,211,167	1,901,333	-
TOTAL NON-CURRENT LIABILITIES	5,211,167	1,911,430	160,000
TOTAL LIABILITIES	6,448,922	2,229,867	182,728
OWNER'S EQUITY			
Retained Earnings (Deficit)	(3,974,349)	(141,481)	-
Net Income (Loss)	282,469	(1,004,160)	(140,584)
TOTAL SHAREHOLDERS' EQUITY	(3,691,880)	(1,145,641)	(140,584)
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$2,757,042	$1,084,226	$ 42,144

See Independent Auditor's Report and accompanying notes, which are an integral part of these financial statements.

SLICK CITY FRANCHISE GROUP LLC
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2025, DECEMBER 31, 2024 (AS RESTATED), & DECEMBER 31, 2023

	2025	2024 (Restated)	2023
Revenue			
Revenue - Territory fees	$ 397,167	$ 115,667	$ -
Royalty & Service Revenue	3,119,718	431,739	287,763
Revenue - Services, Ad, & Tech Fees	1,511,572	282,302	-
Total Revenue	5,028,457	829,707	287,763
Cost of Sales			
Gross Profit	5,028,457	829,707	287,763
Operating Expense			
Advertising & Marketing Expense	844,942	293,259	62,798
Supplies & Office Expense	62,833	32,141	-
Insurance Expense	30,973	29,133	13,472
Legal & Professional Services	467,734	179,808	43,404
Management Fees	277,688	216,667	125,000
Other SGA Expenses	479,691	140,112	16,522
Rent & Utilities Expense	99,427	35,044	-
Shared Service Center Expense	117,527	179,311	80,000
Travel Expense	268,984	60,325	21,210
Wages & Salaries Expense	2,300,214	764,601	64,042
Total Operating Expenses	4,950,012	1,930,400	426,448
Net Income From Operations	78,445	(1,100,693)	(138,685)
Other Income (Expense)			
Other Revenue	194,754	81,488	4,500
Interest Income	10,079	15,045	-
Interest Expense	(809)	-	(6,400)
Total Other Income (Expense)	204,024	96,533	(1,900)
Net Income Before Provision for Income Tax	282,469	(1,004,160)	(140,585)
Provision for Income Taxes	-	-	-
Net Income (Loss)	$ 282,469	$(1,004,160)	$(140,585)

See Independent Auditor's Report and accompanying notes, which are an integral part of these financial statements.

SLICK CITY FRANCHISE GROUP LLC
STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
AS OF DECEMBER 31, 2025 & DECEMBER 31, 2024 & DECEMBER 31, 2023

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ -	$ -	$ -
Net Income for the period ending December 31, 2023	-	(140,584)	(140,584)
Equity Contributions (Distributions)	-	-	-
Balance, December 31, 2023	**$ -**	**$ (140,584)**	**$ (140,584)**

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ (140,584)	$ -	$ (140,584)
Net Income for the period ending December 31, 2024	-	(1,004,160)	(1,004,160)
Equity Contributions (Distributions)	-	-	-
Balance, December 31, 2024	**$ (140,584)**	**$ (1,004,160)**	**$(1,145,641)**

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ (1,145,641)	$ -	$(1,145,641)
Net Income for the period ending December 31, 2025	-	282,469	282,469
Equity Contributions (Distributions)	-	(2,828,708)	(2,828,708)
Balance, December 31, 2025	**$ (1,145,641)**	**$ (2,546,239)**	**$(3,691,880)**

See Independent Auditor's Report and accompanying notes, which are an integral part of these financial statements.

SLICK CITY FRANCHISE GROUP LLC
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025 & DECEMBER 31, 2024 & DECEMBER 31, 2023

	2025	2024	2023
OPERATING ACTIVITIES			
Net Income	$ 282,469	$ (1,004,160)	$ (140,585)
Non-Cash Adjustments			
Increase in Accounts Receivable	(317,207)	(157,276)	(9,809)
Increase in Other Current Assets	(28,080)	(9,300)	-
Net Changes in Payables & Accruals	524,507	44,423	22,728
Net Changes in Operating Lease	(768)	1,752	
Changes in Deferred Revenue	3,712,833	2,134,333	-
Changes in Other Receivables	(285,001)	-	-
Other Non-Cash Adjustments	-	(895)	-
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	3,888,754	1,008,877	(127,666)
INVESTING ACTIVITIES			
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	-	-	-
FINANCING ACTIVITIES			
Due to Related Party	-	(160,000)	160,000
Changes in Equity	(2,828,708)	-	-
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(2,828,708)	(160,000)	160,000
NET INCREASE (DECREASE) IN CASH	1,060,046	848,877	32,334
CASH AT BEGINNING OF PERIOD	881,210	32,334	-
CASH AT END OF PERIOD	$ 1,941,256	$ 881,210	$ 32,334

See Independent Auditor's Report and accompanying notes, which are an integral part of these financial statements.

NOTE 1 – ORGANIZATION AND NATURE OF ACTIVITIES

SLICK CITY FRANCHISE GROUP LLC (the "Company") was incorporated under the laws of the State of Delaware for the purpose of offering franchise opportunities to entrepreneurs who want to own their own Slick City location, as a franchise. The Company grants franchise licenses to franchisees for the right to operate Slick City branded indoor slide parks. Franchise agreements generally have a 10-year term and require payment of an upfront franchise fee and ongoing royalty payments equal to 7% of franchisee gross sales.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and include all adjustments necessary for the fair presentation of the Company's financial position, results of operations, and cash flows for the periods presented. The Company has adopted the calendar year as its fiscal year for financial reporting purposes.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the standalone selling prices of performance obligations in franchise arrangements, the allowance for doubtful accounts on franchisee receivables, the useful lives of long-lived assets, and the evaluation of contingencies. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents. The Company maintains its cash accounts at financial institutions insured by the Federal Deposit Insurance Corporation ("FDIC"). At times, cash balances may exceed FDIC insured limits. The Company has not experienced any losses related to these balances.

Franchisee Receivables

Franchisee receivables primarily consist of initial franchise fees, ongoing royalty fees, advertising fund contributions, and other fees charged to franchisees. Receivables are recorded when revenue is recognized prior to invoicing or when amounts are invoiced to franchisees. The Company reports receivables at their net realizable value, which includes an appropriate allowance for doubtful accounts. The allowance for doubtful accounts is determined based on management's assessment of several factors, including historical collection experience, current economic conditions, franchisee credit quality, aging of receivable balances, and individual franchisee circumstances. Accounts receivable are written off against the allowance when management determines that collection is no longer probable. The allowance for doubtful accounts was $0, $0, and $0 as of December 31, 2025, 2024, and 2023, respectively. Bad debt expense for the years ended December 31, 2025, 2024, and 2023 was $0, $0, and $0, respectively.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. Expenditures for repairs and maintenance are charged to expense as incurred. The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. No impairment losses were recorded during the years ended December 31, 2025, 2024, and 2023.

Revenue Recognition

The Company's revenues consist of initial franchise fees and administrative fees received from franchisees, royalties based on a percentage of franchisee revenues, and merchandise sales to franchisees. The amount of revenue recognized reflects the consideration the Company expects to receive in exchange for the services or products. The Company excludes from revenue the sales tax it collects on behalf of government authorities. The revenue recognized in the current year that was included within the contract liability balance at the beginning of the year approximates the prior year deferred revenues and deferred franchise fees – current balances. Specifics on how the new revenue guidance provided in Accounting Standards Codification ("ASC") 606 Revenue from Contracts with Customers, is reflected across our revenue streams are discussed below:

Franchise Fee Revenue

Franchise revenues consist of the initial franchise fee and in some cases an additional administration fee for multi-unit agreements with the amounts specified as part of the franchise agreement entered into between the Company and the franchisee. The Company recognizes franchise and administrative fees as revenue ratably over the term of the park addendum contracts (e.g. from the execution date until the expiration date – typically 10 years).

Royalty Revenue

Continuing royalty fees received from franchisees are recognized in the period of the related franchisee sales.

Merchandise Revenue

Revenues from the sale of merchandise are recognized upon shipment to the franchisees, which is the point when the risk of ownership is transferred. Revenues from discounts, rebate commissions, promotional allowances, and other benefits from vendors are recognized upon shipment to franchisees.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Deferred Revenue

Deferred revenue represents initial franchise fees received for which the related performance obligations have not yet been satisfied. The current portion of deferred revenue represents the amount expected to be recognized as revenue within the next twelve months. The non-current portion represents the amount expected to be recognized beyond twelve months. See Note 5 for additional detail.

Operating Leases

Effective January 1, 2024, the Company adopted ASC 842, Leases. The Company recognizes right-of-use ("ROU") assets and corresponding lease liabilities for operating leases with terms greater than 12 months. The ROU asset represents the Company's right to use the underlying asset for the lease term, and the lease liability represents the Company's obligation to make lease payments. Lease expense is recognized on a straight-line basis over the lease term. The Company uses its incremental borrowing rate to determine the present value of lease payments. See Note 6 for additional detail.

Advertising Costs

Advertising costs incurred by the Company (excluding advertising fund expenditures) are expensed as incurred.

Income Taxes

The Company is organized as a limited liability company and has elected to be treated as a partnership for federal and state income tax purposes. In lieu of entity-level income taxes, the members of the Company are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Fair Value Measurements

The Company applies the provisions of ASC Topic 820, Fair Value Measurement, which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. ASC 820 establishes a three-level hierarchy for fair value measurements based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date.

Level 1 – Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
Level 2 – Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs that are observable for the asset or liability, either directly or indirectly.
Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The carrying amounts reported in the balance sheet for cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses approximate their fair values due to the short-term nature of these instruments.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Commitments and Contingencies

The Company may be subject to various legal proceedings and claims that arise in the ordinary course of business. Management evaluates contingent matters in accordance with ASC Topic 450, Contingencies, to assess the likelihood of losses and determines if accrual or disclosure is appropriate. Liabilities for contingencies are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated.

NOTE 3 – RESTATEMENT OF PREVIOUSLY ISSUED 2024 FINANCIAL STATEMENTS

During 2025, the Company identified errors in its previously issued financial statements for the year ended December 31, 2024. The most significant error related to the recognition of initial franchise fee revenue. In the originally issued 2024 financial statements, the Company recognized approximately 50% of initial franchise fees as revenue at the time franchise agreements were executed, with the remaining 50% deferred and recognized ratably over the franchise agreement term. Under this method, the Company recognized franchise territory fee revenue of $1,185,033 in 2024 and reported total deferred revenue of $1,067,667 as of December 31, 2024.

Upon further evaluation of ASC 606 and ASC 952-606, the Company determined that the initial franchise fees should be recognized on a straight-line basis over the 10-year franchise agreement term beginning on the date each agreement is executed. This determination was based on the Company's conclusion that the franchise license represents symbolic intellectual property under ASC 606-10-55-62, for which revenue is recognized over the period the customer has access to, and benefits from, the intellectual property.

In addition to the revenue recognition correction, the restatement includes the adoption of ASC 842, Leases (recognition of right-of-use assets and lease liabilities for the Company's office lease), reclassification of certain operating expenses, and other corrections to previously reported balances. These corrections have been applied retrospectively to the 2024 financial statements presented herein in accordance with ASC 250-10-45-23. The year ended December 31, 2023 is not materially affected by the restatement, as no franchise agreements were executed and no leases requiring recognition existed during 2023.

In 2024, the Company executed 29 franchise agreements covering 37 franchise locations, with total initial franchise fees of $2,250,000. Under the corrected straight-line method, $115,667 of franchise territory fee revenue was recognized in 2024, and total deferred franchise revenue as of December 31, 2024 was $2,134,333.

NOTE 3 – RESTATEMENT OF PREVIOUSLY ISSUED 2024 FINANCIAL STATEMENTS (cont.)

The following tables summarize the impact of the restatement on the previously reported 2024 financial statements:

Impact on Statement of Income for the Year Ended December 31, 2024

	As Previously Reported	Adjustment	As Restated
Revenue – Territory Fees	$ 1,185,033	$ (1,069,366)	$ 115,667
Revenue – Services, Ad, & Tech Fees	409,112	(126,810)	282,302
Total Revenue	2,025,884	(1,196,177)	829,707
Total Operating Expenses	2,001,509	(71,109)	1,930,400
Net Income (Loss) from Operations	24,375	(1,125,068)	(1,100,693)
Total Other Income (Expense)	96,533	–	96,533
Net Income (Loss)	**$ 120,908**	**$ (1,125,068)**	**$ (1,004,160)**

NOTE 3 – RESTATEMENT OF PREVIOUSLY ISSUED 2024 FINANCIAL STATEMENTS (cont.)

Impact on Balance Sheet as of December 31, 2024

	As Previously Reported	Adjustment	As Restated
Assets:			
Operating Lease Right-of-Use Asset	$ –	$ 26,631	$ 26,631
Total Assets	**1,057,595**	**26,631**	**1,084,226**
Current Liabilities:			
Payables & Company Credit Card	$ 9,095	$ 1,118	$ 10,213
Payroll Liability	510	56,428	56,938
Lease Liability (current)	–	18,286	18,286
Deferred Revenue (current)	106,767	126,233	233,000
Total Current Liabilities	116,372	202,064	318,436
Non-Current Liabilities:			
Lease Liability (non-current)	$ –	$ 10,097	$ 10,097
Deferred Revenue (non-current)	960,900	940,433	1,901,333
Total Non-Current Liabilities	960,900	950,530	1,911,430
Total Liabilities	**1,077,272**	**1,152,595**	**2,229,867**
Members' Equity (Deficit):			
Retained Earnings (Deficit)	$ (140,584)	$ (897)	$ (141,481)
Net Income (Loss)	120,908	(1,125,068)	(1,004,160)
Total Members' Equity (Deficit)	**$ (19,676)**	**$ (1,125,965)**	**$ (1,145,641)**

NOTE 3 – RESTATEMENT OF PREVIOUSLY ISSUED 2024 FINANCIAL STATEMENTS (cont.)

Impact on Statement of Cash Flows for the Year Ended December 31, 2024
The restatement had no impact on net cash provided by operating activities ($1,008,877), investing activities ($0), or financing activities ($(160,000)), nor on the net change in cash ($848,877) for the year ended December 31, 2024. Within operating activities, the decrease in net income of $1,125,068 was offset by corresponding increases in the changes in deferred revenue, accrued liabilities, and non-cash lease adjustments.

NOTE 4 – TRANSACTIONS WITH RELATED PARTIES

Related Party Loan
During 2023, the Company received a loan in the amount of $160,000 from a related party who shares common ownership of the Company. The loan was unsecured and non-interest bearing. Repayment commenced upon the Company generating positive operating cash flows, which occurred during 2024, and the loan was repaid in full during 2024.

Management Fees
The Company pays management fees to related parties for management and advisory services. Management fees were $277,688, $216,667, and $125,000 for the years ended December 31, 2025, 2024, and 2023, respectively.

Shared Services Cost Reimbursements
The Company employs certain corporate personnel who devote a portion of their time to the operations of affiliated entities under common ownership, including company-owned park locations. The affiliated entities reimburse the Company for the allocable share of payroll costs incurred on their behalf, based on a fixed monthly allocation methodology. These reimbursements totaled $581,647 and $129,510 for the years ended December 31, 2025 and 2024, respectively.
Management determined that these reimbursements represent cost recoveries rather than revenue from services provided to customers under ASC 606, as the affiliated entities are under common ownership and the arrangement functions as a shared payroll cost allocation. Accordingly, these amounts are presented as a reduction of wages and salaries expense in the accompanying statements of income.

NOTE 5 – DEFERRED REVENUE

Deferred revenue consists of unearned initial franchise fees that are recognized as revenue over the 10-year term of each franchise agreement on a straight-line basis from the date each agreement is executed. Initial franchise fees consist of a franchise license, which consists of a license to use the Company's intellectual property, pre-opening training and ongoing services, such as the development of training materials. These services are highly interrelated and dependent upon the franchise license. The Company has concluded that these services do not represent individually distinct performance obligations. Consequently, the Company bundles the franchise license performance obligation and the promise to provide these services into a single performance obligation, which the Company satisfies by providing a right to use our intellectual property over the term of each franchise agreement.

NOTE 5 – DEFERRED REVENUE (cont.)

Deferred Revenue Rollforward

The following table provides a rollforward of the Company's deferred franchise fee revenue:

	2025	2024 (As Restated)
Balance, beginning of year	$ 2,134,333	$ –
Franchise fees received/invoiced	4,110,001	2,250,000
Revenue recognized – franchise license	(397,167)	(115,667)
Balance, end of year	**$ 5,847,167**	**$ 2,134,333**
Classified as:		
Current portion	$ 636,000	$ 233,000
Non-current portion	5,211,167	1,901,333
Total deferred revenue	**$ 5,847,167**	**$ 2,134,333**

Revenue Recognition Schedule
As of December 31, 2025, the Company expects to recognize the remaining deferred franchise fee revenue as follows:

Year Ending December 31,	Amount
2026	$ 636,000
2027	636,000
2028	636,000
2029	636,000
2030	636,000
2031	636,000
2032	636,000
2033	636,000
2034	520,333
2035	238,834
Total	**$ 5,847,167**

The amounts shown above are based on the straight-line recognition of the franchise license fee for each agreement over the remaining term from the agreement execution date. The annual amounts will increase as new franchise agreements are executed in future periods.

NOTE 5 – DEFERRED REVENUE (cont.)

Remaining Performance Obligations

As of December 31, 2025, the aggregate amount of the transaction price allocated to unsatisfied or partially unsatisfied performance obligations is $5,847,167 relating to franchise license fees. The franchise license fees will be recognized over the remaining term of each franchise agreement (up to 10 years from execution).

The Company has applied the sales-based royalty exception to the variable consideration (7% royalty on franchisee sales) and accordingly, future royalty revenue is excluded from the remaining performance obligation disclosures, as permitted under ASC 606-10-50-14A.

NOTE 6 – OPERATING LEASES

The Company adopted ASC 842, Leases, effective January 1, 2024. The Company leases office space under a non-cancellable operating lease arrangement. Upon adoption, the Company recognized a right-of-use asset and a corresponding operating lease liability based on the present value of future minimum lease payments, using the Company's incremental borrowing rate.

As of December 31, 2025, the operating lease right-of-use asset was $9,113 and the operating lease liability was $10,097 (all current). As of December 31, 2024, the right-of-use asset was $26,631 and lease liabilities totaled $28,383 ($18,286 current and $10,097 non-current).

Total operating lease expense recognized on a straight-line basis was approximately $18,432 and $10,752 for the years ended December 31, 2025 and 2024, respectively. As of December 31, 2025, the remaining lease term is less than 12 months.

NOTE 7 – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and cash equivalents with a limited number of high-quality financial institutions. At times, cash balances may exceed the amount of insurance provided by the FDIC, which insures deposits up to $250,000 per depositor, per institution. As of December 31, 2025, the Company had cash balances in excess of FDIC-insured limits of approximately $1,691,000. The Company has not experienced any losses in such accounts and management believes the Company is not exposed to significant credit risk on its cash and cash equivalents.

The Company's revenue is derived from franchise-related fees charged to its franchisees. The Company's receivables are concentrated among its franchisees and the Company is dependent upon the financial health and success of its franchise system.

NOTE 8 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 15, 2026, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

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CPA GROUP

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CONSENT

Naper CPA Group, consents to the use in the Franchise Disclosure Document issued by SLICK CITY FRANCHISE GROUP LLC ("Franchisor") on May 27, 2026, as it may be amended, of out report dated April 15, 2026, relating to the Balance Sheet as of December 31, 2025, December 31, 2024 (as restated), and December 31, 2023, the related statements of income, changes in shareholders' equity, and cash flows for the years then ended of Franchisor. Naper CPA Group has not performed any procedures subsequent to the date of our report.

Naper CPA Group

Naperville, IL
May 27, 2026

EXHIBIT G

MANUAL
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EXHIBIT H

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees and the address and telephone number of each of their Slick City Action parks:

(Note: all franchisees below signed their franchise agreement with us in 2024 – the year in which we began offering franchises – or in 2025 or between the beginning of 2026 and the issuance date of this document. 12 franchise parks were open as of the issuance date of this agreement. The remainder have signed leases or purchased real estate, but do not yet have a phone number for their park setup.

Entity	Principal Executive	Slick City Park	Park Address	Park Phone
Kelly Strategic Ventures LLC	Annie Kelly	Slick City Maple Grove, MN	10900 Fountains Dr Suite 130, Maple Grove, MN 55369	(763) 373-3155
Woodbury Slide Co LLC	Annie Kelly	Slick City Woodbury, MN	587 Settlers Ridge Pkwy Suite #300, Woodbury, MN 55129	(651) 565-9927
Indy Slides, LLC	Marissa Lassaux	Slick City Brownsburg, IN	4430 N County Road 1000 East , Brownsburg, IN 46112	(317)-936-3436
CAMES Capital, LLC	Christopher Bush	Slick City Woodlands, TX	3905 FM 1488, The Woodlands, TX, 77382	(936) 261-6747
Quamke Group, LLC	Ryan Cox	Slick City Fort Myers, FL	16200 Ben Hill Griffin Pkwy, Fort Myers, FL 33913, USA	(239) 396-3902
Melbro Slides, LLC	Nick Meldrum	Slick City Southlands, CO	5999 S Southlands Pkwy, Aurora, CO 80016, USA	(720) 706-1713
Smart Slides, LLC	Dan Bryant	Slick City Fargo, ND	3430 Jacks Wy S, Fargo, ND 58104, USA	(701) 532-2635
Slide Fast, LLC	Nir Patel	Slick City South Charlotte, NC	9535 South Blvd, Charlotte, NC, USA	(704) 610-1230
G5 Entertainment, LLC	James Schregardus	Slick City Springdale, OH	11925 Commons Dr, Springdale, OH 45246, USA	(513) 613-2105

1749 Northwood LLC	Toby Buechner	Slick City Troy, MI	1749 Northwood Dr, Troy, MI 48084, USA	(248) 816-8496
IEH Slide Co, LLC	Jordan Wade	Slick City East Salt Lake, UT	2330 East 3300 S., Salt Lake City, UT 84109, USA	(801) 874-3323
Nonfriction, LLC	Eddie Wilson	Slick City Greenwood, IN	2904 S SR 135 Greenwood, IN 46143, USA	Not yet set up
Nonfriction II, LLC	Eddie Wilson	Slick City Geist, IN	11625 Fox Rd., Indianapolis, IN 46236, USA	Not yet set up
WEJJ Slides, LLC	Billy Muzio	Slick City Boise, ID	1085 N Milwaukee St., Boise, ID 83704, USA	Not yet set up
Slide Park Georgia, LLC	Mehtab Wasi	Slick City South Cobb, GA	2840 East-West Connector #200, Austell, GA 30106, USA	Not yet set up
Odenia Entertainment, LLC	Gbolade Odeneye	Slick City Webster, TX	20750 Gulf Fwy., Webster, TX 77598, USA	Not yet set up
Evermore Velocity, LLC	Elliot Field	Slick City Milford, MA	31 Beaver St., Milford, MA 01757, USA	Not yet set up
H&P Corp, LLC	Ashley Poolman	Slick City West Des Moines, IA	9999 University Ave; Clive, IA 50325, USA	Not yet set up
Top Jump, LLC	Chucky Blalock	Slick City Pigeon Forge, TN	3735 Pkwy., Pigeon Forge, TN 37863, USA	Not yet set up
G5 Entertainment Parma, LLC	James Schregardus	Slick City Parma, OH	8303 Day Dr., Parma, OH 44129, USA	Not yet set up
IEH Slide Co Vancouver, LLC	Jordan Wade	Slick City Vancouver, WA	11505 NE Fourth Plain Blvd. Suite 86, Vancouver, WA 98662, USA	Not yet set up
CAMES Capital II, LLC	Chris Bush	Slick City Humble, TX	20424 US-59, Suite 20424, Humble, TX 77338, USA	Not yet set up
K5 Entertainment, LLC	Andy Katz	Slick City Manalapan, NJ	150 Woodward Rd., Manalapan, NJ 07726, USA	Not yet set up

Phoenix Indoor Park, LLC	Hoang Tran	Slick City Yorba Linda, CA	23041 Savi Ranch Pkwy., Yorba Linda, CA 92887, USA	Not yet set up
North Utah Adventure, LLC	Justin Crosbie	Slick City Ogden, UT	4113 Riverdale Rd, Ogden, UT 84405, USA	Not yet set up
Nonfriction AL, LLC	Jeremy Hamilton	Slick City Montgomery, AL	2424 Eastern Blvd., Montgomery, AL 36117, USA	Not yet set up
Kelly Strategic Ventures, LLC	Annie Kelly	Slick City Round Rock, TX	701 N Red Bud Ln., Round Rock, TX 78665, USA	Not yet set up
Activeon AS	Petter Haagaas	Slick City Nottingham, UK	Lenton Lane Industrial Estate, Redfield Rd., Nottingham, NG7 2UJ, UK,	Not yet set up
Slide Plaice – Fenton, LLC	Erik Gilley	Slick City Fenton, MO	639 Gravois Bluffs Blvd A, Fenton, MO 63026, USA	Not yet set up
Biumy Entertainment Inc.	Ramy Biumy	Slick City West Mifflin, PA	2325 Mountain View Dr., West Mifflin, PA 15122, USA	Not yet set up
IEH Slide Co San Diego, LLC	Jordan Wade	Slick City El Cajon, CA	855 Jackman St., El Cajon, CA 920520, USA	Not yet set up
Norman Action Park, LLC	John Lohman	Slick City Norman, OK	1100 W Main St., Norman, OK 73069, USA	Not yet set up
Velocity Venture, LLC	Elon Elezra	Slick City Madison, AL	0 Hughes Rd. Lot 3C, Madison, AL 35758, USA	Not yet set up
Triple A Entertainment, LLC	Anthony Grassa	Slick City Selden, NY	635 Middle Country Rd., Coram, NY 11727, USA	Not yet set up
Elevated Joy, LLC	Eric Huber	Slick City North Olmsted, OH	31369 Industrial Pkwy., North Olmsted, OH 44070, USA	Not yet set up
MooreGold, LLC	Steven Moore	Slick City Williamsburg, VA	2200 Richmond Rd., Williamsburg, VA 23185, USA	Not yet set up

Franchisees who had signed franchise agreements as of the issuance date of this document but are not yet open:

The franchisees below signed their first franchise agreement with us but they have not yet had a Location approved and lease signed as of the issuance date of this FDD; therefore, they did not have an address or phone number for their park.

Entity	**Principal Executive**	**Business Address**	**Business Phone**
Fun Town, LLC	Terri Smith	Business address not yet set up	Business phone not yet set up
AJI Holdings SC, LLC	Ian Lieberman	1600 E 8th Ave, Suite A200, Tampa, FL 33605	Business phone not yet set up
Slank Slides Management Inc.	Luky Patel	Business address not yet set up	Business phone not yet set up
Pramukh Enterpeises, Inc.	Alpesh Patel	Business address not yet set up	Business phone not yet set up
Hans&Franz, LLC	Shane Thompson	5055 N. 12th St. Suite 200, Phoenix, AZ 85014	Business phone not yet set up
JKC WEE, LLC	Kara Pudenz	3702 W Spruce St. #1287, Tampa, FL 33607	Business phone not yet set up
A2 Entertainment, LLC	Amit Maini	Business address not yet set up	Business phone not yet set up
Unlimited Entertainment, LLC	Paul Passi	Business address not yet set up	Business phone not yet set up
Big Fun, LLC	Becky Burley	Business address not yet set up	Business phone not yet set up
MPJ Ventures, Inc.	PJ Singh	Business address not yet set up	Business phone not yet set up
Ignite Fun, LLC	Guy Cohen	Business address not yet set up	Business phone not yet set up
Badrat, LLC	Walker Tuton	Business address not yet set up	Business phone not yet set up
Slick Bros Plainfield, LLC	Kevin Dugal	Business address not yet set up	Business phone not yet set up
RAHD, LLC	Raj Singh	3201 Tollview Dr. Rolling Meadows, IL 60008	Business phone not yet set up
Coco Bongo, LLC	Benjamin Conover	Business address not yet set up	Business phone not yet set up
CJ Slides, LLC	Carolyn Haas	Business address not yet set up	Business phone not yet set up

TH Motion Ventures, LLC	Tanner Cuppello	Business address not yet set up	Business phone not yet set up
Southfork FEC, LLC	Brian Stahl	Business address not yet set up	Business phone not yet set up
TG Ventures, LLC	Greg Tibbs	Business address not yet set up	Business phone not yet set up
JBP Recreation, LLC	Daniel Johnstone	7700 Irvine Center Dr. Ste 800, Irvine, CA 92618	Business phone not yet set up
Hanlon Entertainment Group, LLC	Patrick Hanlon	Business address not yet set up	Business phone not yet set up
Slide or Ride LLC	Andy Katz	Business address not yet set up	Business phone not yet set up
Nonfriction FWA LLC	Jeremy Hamilton	8501 Bash St. Suite 700, Indianapolis, IN 46250	Business phone not yet set up
Divine Adventures, LLC	Samer Abraham	PO Box 206, Oradell, NJ 07649	Business phone not yet set up
Jones Action Entertainment, LLC	Tim Jones	Business address not yet set up	Business phone not yet set up
CAMES Capital III LLC	Chris Bush	Business address not yet set up	Business phone not yet set up
Georgia Slide Adventures Park, LLC	Amber Shaikh	Business address not yet set up	Business phone not yet set up
Fehme LLC	Walid Fehme	Business address not yet set up	Business phone not yet set up
Tapawingo Tubing, LLC	Eric Anderson	Business address not yet set up	Business phone not yet set up
TRICOAST VENTURES L.L.C.	Aditya Patel	Business address not yet set up	Business phone not yet set up

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the 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:

The franchisees below signed their first franchise agreement with us but they have not yet had a Location approved and lease signed as of their voluntary termination; therefore, they did not have an address or phone number for their park.

Entity	**Principal Executive**	**City, State**	**Phone**
McElhaney Family Entertainment, LLC	Jennifer McElhaney	Memphis, TN	901-651-2239
A&B, LLC	Ayman Atieh	Chicago, IL	708-623-4956

EXHIBIT I

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

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 OFFERING CIRCULAR.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

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

2. The following paragraph is added to the end of Item 5 of the Disclosure Document:

   The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to maintain a surety bond under California Corporations Code section 31113 and 10 C.C.R. section 310.113.5, which must remain in effect during our registration period. The surety bond is in the amount of $60,000 with Hartford Fire Insurance Company and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will

provide you with a copy of the surety bond upon request.

3. The following paragraph is added to the end of Item 6 of the Disclosure Document:

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

4. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

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 which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

The Franchise Agreement requires binding arbitration. The arbitration will occur in Chesterfield, Missouri, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Missouri . This provision may not be enforceable under California law.

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

5. The following paragraph is added at the end of Item 19 of the Disclosure Document:

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 Slick City business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF 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. 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.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: _____

2. A proposed registration or filing is or will be shortly on file in the following states: _____

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

The Illinois Attorney General's Office imposed a surety bond requirement due to the Franchisor's financial condition.

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

For info about obtaining a liquor license in Illinois, see:
https://www.illinois.gov/ilcc/Pages/Forms-and-Applications.aspx

For info about obtaining TIPS certification in Illinois, see:
https://www.tipscertified.com/tips-state-pages/illinois/

See: the Liquor Control Act of 1934, 235 ILCS 5/ (West 2018) for Illinois Dram Shop laws.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability 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.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The Maryland Attorney General's Office imposed a surety bond requirement due to the Franchisor's financial condition. The surety bond is on file with the Maryland Securities Division.

No Experience: We have no experience operating a franchise of this nature, and we have almost no experience operating the type of business you will be operating as our franchisee. This franchise is likely a risk investment.

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

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- Item 21 of the Disclosure Document is amended to include the following, "Due to the franchisor's financial condition, Minnesota has required the franchisor to satisfy a form of financial assurance. Franchisor has opted to post a Minnesota Surety Bond in an amount equal to the amount of the initial franchise fee multiplied by the number of franchises franchisor projects opening in Minnesota.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- NSF checks and related interest and attorneys' fees are governed by Minnesota Statute §604.113, which puts a cap of $30 on initial service charges and requires notice and an opportunity to cure prior to assessing interest and attorneys' fees.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than

three years after the cause of action accrues."

- Minnesota Rule 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

- No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

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

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending

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

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

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

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

   You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" section of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

SOUTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of South Dakota only, this Disclosure Document is amended as follows:

The South Dakota Department of Labor & Regulation, Division of Securities' Office has imposed a surety bond requirement due to the Franchisor's financial condition. The surety bond is on file with the South Dakota Securities Division.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statement is added to Item 5:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any 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.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.
>
> Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.
>
> Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit J for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT J

STATE ADDENDA TO AGREEMENTS

CALIFORNIA RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated _____ (the "Agreement"), between Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group") and _____, a _____ ("Franchisee").

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

Agreed to by:

FRANCHISOR:

SLICK CITY FRANCHISE GROUP LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

ILLINOIS RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated _____ (the "Agreement"), between Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group") and _____, a _____ ("Franchisee").

1. Governing Law. Illinois law governs the Agreement.

2. Waivers Void. In conformance with Section 41 of the Illinois Franchise Disclosure Act, notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee 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. Jurisdiction. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to occur outside of Illinois.

4. Termination/Non-Renewal. Franchisee's rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. Surety Bond Requirement. The Illinois Attorney General's Office imposed a surety bond requirement due to the Franchisor's financial condition.

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

7. For info about obtaining a liquor license in Illinois, see: https://www.illinois.gov/ilcc/Pages/Forms-and-Applications.aspx

For info about obtaining TIPS certification in Illinois, see: https://www.tipscertified.com/tips-state-pages/illinois/

See: the Liquor Control Act of 1934, 235 ILCS 5/ (West 2018) for Illinois Dram Shop laws.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SLICK CITY FRANCHISE GROUP LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated _____ (the "Agreement"), between Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Registration and Disclosure Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Statute of Limitations. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

4. Jurisdiction. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

5. Amendments. The Agreement is amended to comply with the following:

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

Surety Bond: If franchisor does not fulfill its pre-opening obligations to franchisee, franchisee may make a claim against the surety bond posted by franchisor, and placed on file with the Maryland Securities Division.

6. [*If applicable*: Section 7 of the Multi-Unit Development Agreement (Exhibit C) is amended to add the following:

"Nothing in the Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document."]

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SLICK CITY FRANCHISE GROUP LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MINNESOTA RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated _____ (the "Agreement"), between Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

NSF checks and related interest and attorneys' fees are governed by Minnesota Statute § 604.113, which puts a cap of $30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys' fees.

Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be

commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SLICK CITY FRANCHISE GROUP LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NEW YORK RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated _____ (the "Agreement"), between Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Slick City Franchise Group or any other person from any duty or liability imposed by New York General Business Law, Article 33 (the "New York Franchise Law").

3. Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Slick City Franchise Group with any provision of the New York Franchise Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchise Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SLICK CITY FRANCHISE GROUP LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated _____ (the "Agreement"), between Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

(11) Statements, Questionnaires and Acknowledgments: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any

claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SLICK CITY FRANCHISE GROUP LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

VIRIGINIA RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Amendment pertains to franchises sold in the State of Virginia that are subject to the Virginia Retail Franchising Act (the "Act") and is for the purpose of complying with Virginia statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated, ___, hereby agree that the Franchise Agreement will be amended as follows:

1. Section 14.2 of the Franchise Agreement is amended by adding the following language:

   "§13.1-564 of the Virginia Retail Franchising Act provides that it is unlawful for a franchisor to cancel a franchise without reasonable cause."

2. Section 18.8 of the Franchise Agreement is amended by adding the following language:

   "Subsection D of § 13.1-559 of the Virginia Retail Franchising Act provides that, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia."

3. Section 13.2(b) of the Franchise Agreement is amended by adding the following language:

   "Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act provides that it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale."

Dated:

Franchisor:	Area Developer:
[FRANCHISOR]	_____
By:	By:
Name:	Name:
Its:	Its:

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated _____ (the "Agreement"), between Slick City Franchise Group LLC, a Delaware limited liability company ("Slick City Franchise Group") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement 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 Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SLICK CITY FRANCHISE GROUP LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

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

16. Questionnaires and Acknowledgments. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller,

or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Surety Bond. If franchisor does not fulfill its pre-opening obligations to franchisee, franchisee may make a claim against the surety bond posted by franchisor, and placed on file with the Washington Department of Financial Institutions, Securities Division.

20. Liquidated Damages. Subpart (x) of Section 14.5(a) of the Franchise Agreement is hereby amended so that it shall read as follows: "(x) will equal the average weekly Royalty Fees that Franchisee owed to Slick City Franchise Group during the full weeks that Franchisee operated the Business."

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SLICK CITY FRANCHISE GROUP LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT K

EFT AUTHORIZATION FORM

Bank Name: _____
ABA#: _____
Acct. #: _____
Acct. Name: _____

Effective as of the date of the signature below, _____ ("Franchisee") hereby authorizes Slick City Franchise Group LLC ("Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to make the following payments to Franchisor under the franchise agreement (the "Franchise Agreement") between Franchisor and Franchisee: (1) all Royalty Fees; (2) all Brand Fund Contributions; (3) all other fees authorized under the Franchise Agreement; and (4) any amounts charged by Franchisor or its affiliates in connection with equipment, inventory, supplies, and/or services that Franchisee purchases from Franchisor or its affiliates, as and when such amounts become due and owing to Franchisor and/or its affiliates. Franchisee acknowledges that Royalty Fees, Brand Fund Contributions, and all other fees may be collected by Franchisor in the manner provided for in the Franchise Agreement. The parties further agree that all capitalized terms not specifically defined herein will be given the same definition as set forth in the Franchise Agreement.

Such withdrawals shall occur on a weekly basis, or on such other schedule as Franchisor shall specify in writing. This authorization shall remain in force and effect until terminated in writing by Franchisor. Franchisee shall provide Franchisor, in conjunction with this authorization, a voided check from the above-referenced account.

Agreed to by:

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

PLEASE ATTACH A VOIDED BLANK CHECK FOR PURPOSES OF SETTING UP BANK AND TRANSIT NUMBERS

EXHIBIT L

COUNSEL OPINION

Wood Herron & Evans LLP
intellectual property law

BSCHATZ@WHE-LAW.COM

April 6, 2026

Via Email

Slick City Franchise
Group, Inc. c/o Alex
Benepe

Re: Post Grant Review, Case PGR2024-00054

Dear Mr. Benepe:

My firm and I represent Slick Slide, LLC ("Slick Slide") in intellectual property matters. We understand that this correspondence is intended for inclusion in your Franchise Disclosure Document ("FDD") and may be provided to potential franchise buyers, and consent thereto.

On October 9, 2024, UATP IP, LLC and UATP Management, LLC (collectively, "UATP") filed a Petition for Post Grant Review ("PGR") of Slick Slide's U.S. Patent No. 11,998,854 ("the '854 patent"). The '854 patent issued on June 4, 2024 and is related to pending U.S. Patent Application No. 18/442,609, which is a continuation of U.S. Application Serial No. 18/349,347, from which the '854 patent issued. The '854 patent will expire on November 1, 2042. The PGR has been assigned Case PGR2024-00054, and counsel for Slick Slide was notified of the filing on or about October 23, 2024. Slick Slide's patent relates to a novel slide and ride vehicle combination, which results in a unique and beneficial slide experience and coefficient of friction.

A PGR is a trial process that determines whether an issued patent is valid. As an issued patent, the '854 patent is presumed to be valid. Still, any third party such as UATP can file a Petition for a PGR, and it must be filed within nine months of a patent being granted or reissued. For example, a third party may file a Petition because they are infringing the patent being challenged, and they are afraid they will be found to be a willful infringer in light of their knowledge of the patent. The patent owner, in this case Slick Slide, can respond to the Petition. Slick Slide did in fact file a preliminary response to the Petition, which sets forth the reasons why the requested review should not be instituted.

Review of the ‘854 patent was instituted, such that the Patent Trial and Appeal Board (PTAB) of the U.S. Patent and Trademark Office (USPTO) is presently conducting the PGR. The process is similar to a civil trial, with parties allowed to submit evidence and testimony. The Parties have submitted evidence and testimony, and a final oral argument was held in January 2026.

It is Slick Slide’s position that the Petition is unfounded, and includes several faulty arguments, especially in view of the presumed validity of the patent. Ultimately, Slick Slide believes it will prevail in the dispute.

Slick Slide expects a decision from the USPTO by approximately June 2026.

Very truly yours,

Brett A. Schatz

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Not Registered
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Not Registered
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

RECEIPT

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 Slick City Franchise Group LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Slick City Franchise Group LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Bron Launsby	17379 Edison Ave, Chesterfield, MO 63005	877-705-2489
Mike Madden	17379 Edison Ave, Chesterfield, MO 63005	877-705-2489
Matt Lambeth	17379 Edison Ave, Chesterfield, MO 63005	877-705-2489
Gina Elliott	17379 Edison Ave, Chesterfield, MO 63005	877-705-2489
Bre Boote	17379 Edison Ave, Chesterfield, MO 63005	877-705-2489
Alex Benepe	17379 Edison Ave, Chesterfield, MO 63005	877-705-2489
Wade Powell	17379 Edison Ave, Chesterfield, MO 63005	877-705-2489
Megan Anderson	17379 Edison Ave, Chesterfield, MO 63005	877-705-2489

Issuance Date: May 27, 2026

I received a disclosure document dated May 27, 2026, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Multi-Unit Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
F. Financial Statements
G. System Standards & Processes Manual Table of Contents
H. Current and Former Franchisees
I. State Addenda to Disclosure Document
J. State Addenda to Agreements
K. EFT Authorization Form
L. Counsel Opinion

Signature: _____
Print Name: _____
On Behalf Of: _____
Date Received: _____

Keep This Copy For Your Records

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Return This Copy To Us at Slick City Franchise Group LLC, 17379 Edison Ave, Chesterfield, MO 63005