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# FRANCHISE DISCLOSURE DOCUMENT

UATP MANAGEMENT, LLC
a Texas limited liability company
317 S. Jenkins, Suite C
Grapevine, Texas 76051
Telephone: (800) 908-1383
michael@urbanairtrampolinepark.com
www.urbanairtrampolinepark.com

You will operate an adventure park that serves as a venue for recreational activities, birthday parties, and other group events, and that features wall-to-wall trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zone, ropes courses, zip lines, Sky Rider®, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirley ball, mini golf, laser tag, trampoline volleyball, spin zone, or related activities under the name URBAN AIR ADVENTURE PARK.

The total investment necessary to begin operation of an URBAN AIR ADVENTURE PARK franchise ranges from $1,657,500 to $2,492,000. This includes the $50,000 that must be paid to the franchisor or affiliate. If you are acquiring multi-unit development rights under our area development agreement (which provides territorial protection), in addition to the initial franchise fees payable under the franchise agreements, you will also pay us a development fee equal to the product of $50,000 multiplied by the number of franchised businesses you commit to develop. For example, if you commit to develop two franchises, the development fee would be $100,000 [$50,000 x 2].

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Stephen Polozola, General Counsel, UATP Management, LLC, 317 S. Jenkins, Suite C, Grapevine, Texas 76051, 817.729.6765 or by email at stephen@urbanairparks.com.

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: March 22, 2018

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit B for information about the franchisor, or about franchising in your state.

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

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT, AND DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION IN TEXAS. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN TEXAS THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT, AND DEVELOPMENT AGREEMENT STATE THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. YOUR SPOUSE MUST SIGN A DOCUMENT, SUCH AS GUARANTY, THAT MAKES YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN IF YOUR SPOUSE DOES NOT OWN ANY PART OF THE FRANCHISE BUSINESS. IF YOU LIVE IN A COMMUNITY PROPERTY STATE, YOUR SPOUSE MAY BE LIABLE FOR YOUR FINANCIAL OBLIGATIONS EVEN IF HE OR SHE HAS NOT SIGNED ANYTHING. IN EITHER CASE, BOTH YOU AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, INCLUDING YOUR HOUSE, COULD BE LOST IF YOUR FRANCHISE FAILS.

4. THE PRIMARY TRADEMARK ON THE COVER PAGE (i.e. DESIGN MARK) THAT YOU WILL USE IN YOUR BUSINESS IS NOT FEDERALLY REGISTERED. IF THE FRANCHISOR'S RIGHT TO USE THIS TRADEMARK IN YOUR AREA IS CHALLENGED, YOU MAY HAVE TO IDENTIFY YOUR BUSINESS AND ITS PRODUCTS OR SERVICES WITH A NAME THAT DIFFERS FROM THAT USED BY OTHER FRANCHISEES OR THE FRANCHISOR. THIS CHANGE CAN BE EXPENSIVE AND MAY REDUCE BRAND RECOGNITION OF THE PRODUCTS OR SERVICES YOU OFFER.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See State Effective Dates Page

## STATE EFFECTIVE DATES

The following states require that the disclosure document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This disclosure document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

| State | Effective Date |
|---|---|
| California | |
| Illinois | |
| Indiana | |
| Maryland | |
| Michigan | March 22, 2018 |
| Minnesota | |
| New York | |
| Virginia | |
| Washington | |
| Wisconsin | |

In all other states, the effective date of this disclosure document is the issuance date of March 22, 2018.

## MICHIGAN NOTICE

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:**

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

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

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

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

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

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

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

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to 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 that permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to: Michigan Department of Attorney General, Consumer Protection Division, Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913 (517) 373-7117.

## FRANCHISE DISCLOSURE DOCUMENT
## TABLE OF CONTENTS


| ITEM | | PAGE |
|---|---|---|
| ITEM 1 | THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES | 1 |
| ITEM 2 | BUSINESS EXPERIENCE | 3 |
| ITEM 3 | LITIGATION | 3 |
| ITEM 4 | BANKRUPTCY | 3 |
| ITEM 5 | INITIAL FEES | 3 |
| ITEM 7 | ESTIMATED INITIAL INVESTMENT | 9 |
| ITEM 8 | RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES | 13 |
| ITEM 9 | FRANCHISEE'S OBLIGATIONS | 16 |
| ITEM 10 | FINANCING | 18 |
| ITEM 11 | FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING | 20 |
| ITEM 12 | TERRITORY | 25 |
| ITEM 13 | TRADEMARKS | 26 |
| ITEM 14 | PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION | 28 |
| ITEM 15 | OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS | 29 |
| ITEM 16 | RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL | 30 |
| ITEM 17 | RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP | 31 |
| ITEM 18 | PUBLIC FIGURES | 35 |
| ITEM 19 | FINANCIAL PERFORMANCE REPRESENTATIONS | 41 |
| ITEM 20 | OUTLETS AND FRANCHISEE INFORMATION | 41 |
| ITEM 21 | FINANCIAL STATEMENTS | 46 |
| ITEM 22 | CONTRACTS | 46 |
| ITEM 23 | RECEIPT | 46 |

**STATE SPECIFIC APPENDIX**

**EXHIBITS**

| | |
|---|---|
| A | Operations Manual Table of Contents |
| B | List of State Administrators |
| C | List of Agents for Service of Process |
| D | Site Selection Agreement and Form of Lease Rider |
| E | Franchise Agreement, Attachments, and State Specific Amendments |
| F-1 | Area Development Agreement and Schedules |
| F-2 | Development Agreement and Schedules |
| G | Management Services Agreement |
| H | Franchise Disclosure Questionnaire |
| I | Sample Form of the General Release |
| J | Sample form of the Promissory Note and Security Agreement, First Amendment to Franchise Agreement, Guaranty |
| K | Financial Statements |
| L | List of Current Franchisees, Former Franchisees, and Affiliate-Owned Locations |
| M | Receipt |

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

To simplify the language in this disclosure document, the terms "we" or "us" or "our" mean UATP MANAGEMENT, LLC, the franchisor. The terms "you" and "your" mean the individual, company, corporation, or partnership who buys the franchise, the franchisee. If the franchisee will operate through a corporation or other business entity, "you" does not include the business entity's owners unless otherwise stated.

### The Franchisor and its Parent, Predecessors, and Affiliates

We are a Texas limited liability company, formed on May 31, 2013, and do business only under our corporate name. Our principal business address is 317 Jenkins, Suite C, Grapevine, Texas 76051. Our agents for service of process are identified in Exhibit C to this disclosure document.

We have been offering franchises similar to the type described in this disclosure document since our inception in May 2013, however, the business model has changed over time and number of attractions has increased. From May 2013 through December, 2016, our standard franchise offering featured wall-to-wall trampolines, dodgeball courses, basketball goals, foam pit, and some cases, other limited attractions (sometimes referred to in this disclosure document as a "Trampoline Park"). Beginning in approximately 2017, our standard franchise offering added a climbing wall, pro zone, dropzone air bag, softplay, ropes course, warrior course, and Sky Rider® (sometimes referred to in this disclosure document as an "Adventure Park").

We have never offered franchises in any other line of business. In addition to franchise operations, we also manage operations for several Adventure Parks similar to the type you will operate. We do not engage in any other type of business.

We are a wholly-owned subsidiary of UA Holdings, LLC ("UA Holdings"), which we consider our parent company. Our affiliate, UATP Holdings, LLC ("UATP Holdings") has operated similar businesses in Texas since January 1, 2016. Our affiliate, UATP IP, LLC, owns and has granted us a license to use all the trademarks, copyrights, and proprietary information and products related to the operation of the franchises described in this disclosures document.

UA Holdings, UATP Holdings, and UATP IP, LLC share our principal business address at 317 Jenkins, Suite C, Grapevine, Texas 76051. None of our affiliates have ever offered franchises in any line of business and, as of the date of these disclosures, none currently provides products or services to our franchisees.

### The Franchise Offered

We franchise the operation of adventure parks that serve as a venue for recreational activities, birthday parties, and other group events, and that feature wall-to-wall trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zone, ropes, courses, zip lines, Sky Rider®, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirley ball, mini golf, laser tag, trampoline volleyball, and related activities under the name "URBAN AIR ADVENTURE PARK." In this disclosure document, we refer to both Trampoline Parks and Adventure Parks operated under a derivative of the "URBAN AIR" name as "URBAN AIR Adventure Parks" or "Adventure Parks," and we refer sometimes to the business that you will operate as "Franchised Business."

You will operate your Franchised Business according to the terms and conditions of our standard franchise agreement (see Exhibit E) and our operational standards, specifications, policies, and procedures, which we will communicate to you through our confidential operations manual and other written directives (collectively, our "Manual"). As a franchisee, you will have the right to use our proprietary business format and system ("System") and to do business under our trademarks and service marks ("Marks").

Our System includes distinctive interior and exterior design, décor, color scheme, graphics, fixtures, and furnishings ("Indicia"); our proprietary products, merchandise, and offerings which incorporate our trade

secrets and proprietary information ("Proprietary Products"); our operation and customer service standards and procedures, our advertising and marketing specifications and requirements, and our other standards, specifications, techniques, and procedures which we designate from time-to-time for developing, operating, and managing Adventure Parks operating under the URBAN AIR ADVENTURE PARK brand ("Standards"); all of which we may change, improve, and additionally develop from time-to-time. A typical Adventure Park will have 25,000 square feet of commercial space in a street front space with at least 18 feet of clear height.

In most cases, you will first sign a Site Selection Agreement (see Exhibit D) before you sign the Franchise Agreement, which will govern the site selection process.

If we approve your application to develop multiple Adventure Parks, you will sign either our Area Development Agreement (which grants you development rights and territorial protection in a defined development area) (see Exhibit F-1) or our Development Agreement (which allows you to develop anywhere except in another franchisee's protected area and provides no territorial protection) (see Exhibit F-2). When you sign the Area Development Agreement or Development Agreement, you also will sign our current Franchise Agreement (see Exhibit E) for the first Adventure Park to be developed. For each additional Adventure Park that you develop, you will sign the form of franchise agreement that we are then offering to new franchisees, which may be materially different than our current form, and may contain materially different economic and non-economic terms.

**Market and Competition**

The market for indoor adventure parks is quickly developing and has become highly competitive. We are a part of the amusement, recreation and entertainment industry. Adventure parks are appealing to individuals of all ages for recreation and exercise, and are particularly appealing to parents and teachers for hosting birthday parties and other group events for children and adolescents.

Your Adventure Park will compete with other trampoline parks and family entertainment centers. Recreational activities are subject to changes in local, regional or national economic conditions, changes in consumer spending, and increases in the number of, and location of competing industries. Various factors can adversely affect the trampoline and adventure park industry, including increased competition, increases in labor and energy costs, availability and cost of suitable sites, fluctuating insurance and interest rates, local, state and federal regulations and licensing requirements, and the availability of an adequate number of hourly-paid employees and, in some cases, employees with specialized training.

**Industry Specific Regulations**

Among the licenses and permits you may be required to obtain are, without limitation: zoning or land use approvals, Sunday sale permits, sales and use tax permits, fire department permits, food establishment permits, health and safety permits, alarm permits, occupational permits, retail sales licenses, and wastewater discharge permits. There may be other laws, rules, and regulations which could affect your Franchised Business, including various laws that regulate amusement parks, most of which are local or state specific.

You are solely responsible for determining the local, state, and federal laws and regulations to which you will be subject, and you must ensure that you operate your Franchised Business in full compliance with all such laws and regulations at all times. These include, but are not limited to, local laws, rules, and regulations that apply to business generally, such as the federal and state anti-discrimination laws, federal wage and hour laws, National Labor Relations Act, and the Occupational Safety and Health Act. As such, you should consult an attorney and consider all of these laws and regulations when evaluating your purchase of a franchise.

## ITEM 2
## BUSINESS EXPERIENCE

Michael Browning, Jr. – Chief Executive Officer

Michael is one of the co-founders and has served as our Chief Executive Officer since our inception in May 2013. Michael has also served as a Member of UATP IP since its inception in October 2013, and as a Manager of UATP Holdings since 2015.

Mike Browning, Sr. – Chief Financial Officer

Mike is one of the co-founders and has served as our Chief Financial Officer since May 2013. Mike has also served as a Member of UATP IP since its inception in October 2013, and as a Manager of UATP Holdings since 2015.

Stephen Polozola – Executive Vice President and General Counsel

Stephen is one of the co-founders and has served as our Executive Vice President and General Counsel since our inception in May 2013. He has served as a Manager of UATP Holdings since July 2015, and he has served as Vice President of UATP IP since October 2013. He is a practicing attorney in good standing and shareholder at Decker Jones, PC in Fort Worth, Texas, where he has practiced since April 2007. The law firm of Decker Jones, PC is not an owner of UATP IP, LLC, UATP Management, LLC, or UATP Holdings, LLC, or a manager, director, or officer of these companies. The only relationship maintained by Decker Jones, PC and these companies is through the attorney-client relationship.

## ITEM 3
## LITIGATION

In the Matter of UATP Management, LLC, State of Minnesota State Consent Order, File No. 49517/BD. On or about August 7, 2017, the Minnesota Commissioner of Commerce determined that we had offered and sold an unregistered franchise in Minnesota, in violation of Minn. Stat. § 80C.02. The Commissioner notified the franchisee, who declined an offer to rescind the franchise agreement and to seek restitution. On January 2, 2018, we entered into a Consent Order whereby we agreed to pay a civil penalty of $1,000 and to refrain from offering and selling franchises in the State of Minnesota until registration in compliance with Minn. Stat., ch. 80C (2016) had been achieved or qualification for an exemption from registration pursuant to Minn. Stat. § 80C.03 (2016) had been met. We are currently compliant with all applicable Minnesota statutes.

Other than the action listed above, no litigation is required to be disclosed in this Item.

## ITEM 4
## BANKRUPTCY

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

## ITEM 5
## INITIAL FEES

**Site Selection Fee**

In most cases, we and you will sign a Site Selection Agreement to determine a suitable site for the Adventure Park. You will pay us a $1,000 Site Selection fee when you sign the Site Selection Agreement. We may terminate the Site Selection Agreement anytime during the 120-day term of this agreement, in which case we will refund all of the $1,000 to you upon termination.

**Site Evaluation Fee**

To assist you with identifying and evaluating proposed sites for your URBAN AIR Adventure Park, we will make available to you our then-current site evaluation software. There is no charge to you for the first site you

propose for the Franchised Business, but we may charge you our then-current site evaluation fee for each additional proposed site, as published in the Manual from time-to-time (currently, $250 per evaluation). We will also make available to you site feasibility studies from our then-current architectural firm. There is no charge to you for the first site feasibility study, but we may charge you our then-current site feasibility fee for each additional proposed site, as published in the Manual from time-to-time (currently, $250 per evaluation). To the extent that we provide onsite evaluations, you must reimburse us for any out-of-pocket costs that we incur in connection with performing the evaluation, such as travel, lodging, and dining expenses for each individual performing the evaluation.

**Franchise Agreement**.

When you sign a Franchise Agreement, you will pay us a $50,000 initial franchise fee. Except for the differences described below, the initial franchise fee is uniform for all franchisees. Some of our franchisees, however, may acquire the right to develop additional Adventure Parks under other agreements and on different terms. The initial franchise fee is nonrefundable upon payment.

To provide additional support to the veterans or active duty personnel of the United States military, we offer a 10% discount off the initial franchise fee to qualifying veterans. The program is available for those veterans who have received a discharge (other than dishonorable) as well as any active duty personnel. The Franchised Business must be operated under a corporation or limited liability company, and the veteran participant must maintain at least a 51% ownership interest in such entity. A copy of the form DD-214, evidencing the status of a participating veteran, must be submitted with the Franchise Agreement to receive this discount.

If you develop franchises under our Area Development Agreement or Development Agreement, the initial franchise fee will be discounted in increments of $2,500 for the second and each additional franchise that you commit to develop, but will not be less than $35,000. For example, if you commit to develop three franchises under either development agreement, the initial franchise fee will be $50,000 for the first franchise, $47,500 for the second franchise, and $45,000 for the third franchise.

We also may offer other reduced or deferred initial franchisee fees in special circumstances, such as to franchisees that commit to and have the ability to develop a large number of Parks, and we may grant you a right of first refusal in certain limited situations. Additionally, we may have special incentive offers in certain markets, such as new and developing markets, which include reduced or deferred initial franchise fees. These special incentives may be offered to existing or new franchisees. We reserve the right to cancel or modify any incentive program or discount at any time.

**Area Development Agreement**

If you are acquiring multi-unit development rights under our Area Development Agreement, you will pay us a development fee calculated as the product of $50,000 multiplied by the number of Adventure Parks you commit to develop. Our Area Development Agreement grants you the right to develop Parks in a defined "development area" and provides limited territorial protection within the development area.

For each Park developed, you will sign a separate franchise agreement, which will govern the development and operation of that specific Park. The franchise agreement for the first Park will be the form of franchise agreement attached as Exhibit E. The franchise agreement for the second and each additional Park will be the form of franchise agreement that we are currently offering to new franchisees, which may be materially different than Exhibit E, and may include different or higher fees; provided the initial franchise fee for the first franchise will be $50,000 and for each additional franchise will be discounted in increments of $2,500, as described above.

## ITEM 6
## OTHER FEES

**Franchise Agreement**

| Type of Fee[1] | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalty Fee[3] | Generally, 7% of Gross Sales, but may be reduced to no lower than 5.5%, if you develop multiple Adventure Parks under a multi-unit development agreement.<br>If we provide financing, you will pay an additional 1.5% royalty per month. | Monthly on the 15th of the month following performance or sale beginning on the established Opening Date | See Note 2 for a definition of "Gross Sales."<br>See Note 3 for more information about the reduced royalty rate under our multi-unit development agreements, and additional royalty fee if we provide financing. |
| Local Marketing Fee | Reasonable charge for marketing and promotional material, but not less than 5% of Gross Sales | As incurred. | Payable to the person providing the services, which may be us. See Note 4. |
| Grand Opening Marketing | Not less than $15,000 | See Item 11 | Payable to the person providing the services, which may be us. |
| Advertising Cooperative (if established)[5] | Amount determined by majority vote of cooperative members | As incurred | Contributions to the Advertising Cooperative will be credited toward your local marketing requirements. |
| Initial Training | Currently no additional charge for Designated Manager and one additional person | If applicable, before training | You must attend up to one week of training. We will train up to two persons at our facility. We can charge for additional personnel. |
| Opening Assistance | For your first Adventure Park, we will provide the services of one individual for two to three days without additional charge. For additional opening assistance and for all opening assistance related to your second subsequent Adventure Parks, we may impose a fee and you must reimburse us our actual costs | Upon demand | See Item 11 for more information about our initial training program and training requirements. |

| Type of Fee[1] | Amount | Due Date | Remarks |
|---|---|---|---|
| Additional/Remedial Training | Reasonable fee plus reimbursement of our actual costs | Before training | See Item 11 for more information about our initial training program and training requirements. |
| Compliance Review Fee | Actual cost of program, including cost of food, beverage, or merchandise purchased as part of the mystery shop. | Upon demand | Payable only when we implement a mystery shop, customer satisfaction, or similar program. |
| POS System | Currently $750 | Monthly | We collect this license fee on behalf of our POS provider. |
| Music Provider | Currently $638.25, but can vary month-to-month | Annually | We collect this license fee on behalf of our music provider. |
| Telephone System | Currently $5.75, but can vary month-to-month | Monthly | We collect this payment on behalf of our telephone system provider |
| Online Training | Currently $4.95 per employee per month | Monthly | We collect this payment on behalf of the online training provider. |
| Alternate Supplier Product Testing Fee | Reimbursement of our product testing | Upon Demand | See Item 8. Payable only if you request to purchase products from an alternative supplier that require testing. |
| Insurance premium | Reimbursement of our cost of the premium plus administrative fee equal to 10% of the annual premium | Upon demand | Payable only if you fail or refuse to maintain required insurance coverage and we procure coverage for you. |
| Franchise Renewal Fee | 50% of our then-current initial franchise fee plus reimbursement of our legal and professional expenses | Submitted with notice of intent to renew | Payable only if you request and we approve a renewal term for your Franchised Business. |
| Relocation Fee | 25% of our then-current initial franchise fee | Before relocation | Payable only if you request and we approve your relocation. |
| Transfer Fee | 50% of our then-current initial franchise fee plus reimbursement of our legal and professional expenses. | Before transfer | Payable before transfer of your Franchised Business. No charge if your Franchised Business is transferred to a business entity that you control. |
| Interest/Late Fee | 18% per year or the highest interest rate permitted by the jurisdiction in which the Franchised Businesses located, whichever is less | Upon demand | Payable only if you fail to make payments by the applicable due date. |

| Type of Fee[1] | Amount | Due Date | Remarks |
|---|---|---|---|
| Nonsufficient Funds Fee | $100 per occurrence, not to exceed maximum allowed by applicable law | Upon demand | Payable only if there are insufficient funds in your account to process payment of fees due to us. |
| Audit Costs | Actual cost of audit plus administrative fee equal to 10% of the cost of the audit | 30 days after billing | Payable only if results of audit differ by more than 2% from reported Gross Sales. |
| Indemnification | An amount equal to the value of all losses and expenses that we incur | Upon demand | You must reimburse the amount of our damages and pay our attorneys' fees and related costs if we are held liable for claims from your operation of the Franchised Business. |
| Public offering or private placement of your securities | Reimbursement of our actual costs and expenses incurred in having our legal and professional counsel review offering materials | 60 days before offering the securities | Payable only if you offer your securities in a public or private offering. |
| Administrative Fee[6] | If you receive a party booking from our national call center, we may charge you an administrative fee equal to the pro-rata portion of the hourly call center rate plus a commission per booked party as set out in the Manual. The current commission is $5 per birthday party. | Monthly on the 15th of the month following performance or sale beginning on the established Opening Date | Payable to us. |
| Technology Fee | .25% of Gross Sales | Monthly | We have the right to establish and administer a technology fee. |
| Management Fee | $10,000 | Monthly | Payable only if you engage us to manage the Franchised Business according to our Management Services Agreement (See Exhibit G). |

**Area Development Agreement and Development Agreement**

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Extension Fee | The Estimated Daily Rate, calculated as 1/30th of the average monthly Gross Sales for the top 10 Adventure Parks (but no less than $750, and no more than $950 day), not to exceed 180 days | Before the expiration of the development period | Payable only if you request an extension of a development period. |

Notes:

Note 1. Unless otherwise noted, all fees in this Item 6 are non-refundable.

Note 2. "Gross Sales" means the dollar aggregate of: (1) the sales price of all items, goods, wares and merchandise sold, and the charges for all services you perform, whether made for cash, on credit or otherwise, without reserve or deduction for inability or failure to collect, including sales and services (A) originating at the Franchised Business premises even if delivery or performance is made offsite from the Franchised Business premises, (B) placed by mail, facsimile, telephone, the internet and similar means if received or filled at or from the Franchised Business premises, and (C) that you in the normal and customary course of your operations would credit or attribute to the operation of the Franchised Business; and (2) all monies, trade value or other things of value that you receive from Franchised Business operations at, in, or from the Franchised Business premises that are not expressly excluded from Gross Sales. Gross Sales does not include: (1) the exchange of merchandise between Franchised Businesses (if you operate multiple franchises) if the exchanges are made solely for the convenient operation of your business and not for the purpose of depriving us of the benefit of a sale that otherwise would have been made at, in, on or from the Franchised Business premises; (2) returns to shippers, vendors, or manufacturers; (3) sales of fixtures or furniture after being used in the conduct of the Franchised Business; (4) the sale of gift certificates and stored value cards (the redemption value will be included in Gross Sales at the time of redemption); (5) insurance proceeds; (6) sales to employees at a discount; (7) cash or credit refunds for transactions included within Gross Sales (limited, however, to the selling price of merchandise returned by the purchaser and accepted by you); (8) the amount of any city, county, state or federal sales, luxury or excise tax on such sales that is both (A) added to the selling price or absorbed therein and (B) paid to the taxing authority. A purchase returned to the Franchised Business may not be deducted from Gross Sales unless the purchase was previously included in Gross Sales.

Note 3. If you commit to develop multiple Adventure Parks under our Area Development Agreement or Development Agreement, then the royalty rate will be reduced by increments of .25% for the second and each additional Park developed, but will not be less than 5.5% of Gross Sales. In the event of a default under the development agreement or any franchise agreement, however, the royalty rate will revert back to 7% of Gross Sales. If we provide financing, you will execute an amendment to the Franchise Agreement which provides that during the term of your loan, you must pay to us an additional 1.5% royalty per month. There is a minimum additional royalty of 120 days if you prepay note in full.

Note 4. You must pay to us the fees charged regarding any copying and use of television, radio, and internet web site advertising and commercial tapes furnished by us. We may also charge a reasonable fee for promotional material provided to you.

Note 5. There are currently no Advertising Cooperative in existence. When an Advertising Cooperative is established, it will operate by majority vote, and each Adventure Park (whether franchised or affiliate-

owned or managed) will be entitled to one vote. We also will have the right to cast one vote with respect to each Advertising Cooperative. The majority vote will determine the level of contributions.

Note 6. We operate a national call center that schedules parties for all Adventure Parks. The center will schedule a party at an Adventure Park based on the proximity to the address of the requesting customer(s).

## ITEM 7
## ESTIMATED INITIAL INVESTMENT
## YOUR ESTIMATED INITIAL INVESTMENT

### FRANCHISE AGREEMENT

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|
| Initial Franchise Fee[1] | $50,000 | Lump sum | When Franchise Agreement is signed | Us |
| Site Selection Fee[2] | $1,000 | Lump sum | When the Site Selection Agreement is signed | Us |
| | | | | |
| Security Deposits for commercial lease[3] | $30,000 – $40,000[3] | As incurred | Typically, upon execution of the commercial lease | Landlord |
| Other Security Deposits and Business Licenses | $10, 000 –$20,000 | As incurred | As incurred | Utility providers, licensing authorities, etc. |
| Leasehold Improvements[4] | $650,000 – $1,000,000[13] | As arranged | As required | Contractors and third-party suppliers |
| Architectural Drawings[5] | $30,000 –$50,000 | As arranged | As required | Approved Architect |
| Café equipment and supplies[6] | $30,000 – $50,000 | As arranged | As incurred | Contractors and third-party suppliers |
| Exterior Signage | $10,000 – $25,000 | As arranged | As incurred | Approved suppliers |
| Interior Signage, Rules, and Banners | $15,000 – $25,000 | As arranged | As incurred | Approved Suppliers |

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|
| Furniture and Fixtures | $60,000 – $100,000 | As arranged | As incurred | Approved suppliers |
| Point of Sale and Computer Systems[7] | $15,000 – $25,000 | As arranged | As incurred | Approved suppliers |
| Attraction Equipment (excluding optional equipment)[8] | $600,000 – $900,000 | As arranged | As incurred | Approved suppliers or Us |
| Professional Fees[9] | $8,000 – $12,000 | As arranged | As incurred | Your accountant, attorney, and other professionals |
| Travel and Living Expenses[9] | $1,500 – $4,000 | As incurred | As incurred | Airlines, travel, hotel, restaurants, and food |
| Initial Inventory (Merchandise)[10] | $5,000 – $20,000 | As arranged | As incurred | Approved suppliers or Us |
| Initial Inventory (Food)[10] | $5,000 – $10,000 | As arranged | As incurred | Approved Suppliers |
| Insurance[11] | $22,000 – $45,000 | As agent requires | Before opening | Insurance carriers |
| Grand Opening Advertising | $15,000 | Lump sum | Before opening | Third party vendors, and service and media providers |
| Additional Funds (3 months)[12] | $100,000 | As arranged | As incurred | Various |
| **Total**[13, 14] | $1,657,500 to $2,492,000 | | | |

**AREA DEVELOPMENT AGREEMENT**

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|
| Development Fee[1, 15] | $100,000 for commitment to develop two Adventure Parks; plus $50,000 for each additional Adventure Park | Lump sum | When you sign the Area Development Agreement | Us |

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|
| TOTAL | $100,000 for two Adventure Parks plus $50,000 for each additional Adventure Park | | | |

Notes:

Note 1. The figures shown for the initial franchise fee for a single Adventure Park. The initial franchise fee and development fee are nonrefundable upon payment. See Item 5 for more information about the initial franchise fee and development fee and available discounts.

Note 2. Payable to us only if you sign the Site Selection Agreement. See Item 11 for information about the Site Selection Agreement. In addition, if we provide an on-site evaluation of a proposed location, you must reimburse us for any out of pocket costs that we incur in connection with performing the evaluation, including salary or wages, travel, lodging, and dining expenses for each individual performing the evaluation.

Note 3. Real property costs cannot be estimated in a low-high range due to variability in markets. This document presumes a typical URBAN AIR Adventure Park, which occupies 25,000 square feet of leased commercial space. Security deposits generally are required by utilities, the landlord, and equipment leasing companies. Amounts will vary depending on the provisions of various leases, utilities' policies, and your credit rating. The figures in the chart assume a lease security deposit equal to one to two months' rent and that rental payments will begin after the improvements have been made to the property. The security deposit will vary depending on the amount of your monthly base rental amount. Typically, the security deposit is equal to one month base rent. However, the amount of the security deposit payable to the landlord can vary substantially in some cases.

Note 4. Construction and remodeling costs vary widely, depending upon the location, design, configuration and condition of the premises, the condition and configuration of existing services, any existing facilities such as air conditioning, electrical, and plumbing, whether you are constructing a new facility or remodeling an existing facility, and the terms of your lease. Leasehold improvement costs vary depending on whether a landlord provides an improvement allowance. The cost of purchasing or leasing and developing a site for an Adventure Park will vary considerably depending on the location, size, local real estate market and other factors. These costs include the cost of building the café but not the equipment needed for the café. Construction costs could also vary substantially throughout the United States, especially on the east and west coasts.

Note 5. This fee includes the estimated cost of architectural fees to design the interior of an existing facility. If it is necessary to retain an architect to design a new building or perform services out of the normal requirements of an architect in designing an Adventure Park, you may incur additional fees, which could be substantial.

Note 6. You are required to have a café at your location unless limited by size or approvals from local jurisdictions. However, if you choose to include a café, you must operate the café in conformity with the methods and standards as set out in the Manual. As reflected in the estimated range, the cost of including a café may vary considerably depending on the size, build-out requirements, and governmental regulations. These costs do not include the cost of the build-out of the café as such costs are included in the identified Leasehold Improvements.

Note 7. The hardware costs include point of sale kiosks, computers, and tablets, the cost of sale will depend on the number of stations your location needs.

Note 8. This range represents the estimated cost of purchasing the required "Attraction Equipment", shipping, shipping insurance, and installation of the following only: trampolines, soft play/tubes, dodge ball, drop zone, pro zone, climbing walls, ropes courses, Sky Rider®, and the warrior course. It does not include the cost of acquiring equipment, other than the Attraction Equipment, for optional attractions such as skydiving, go-carts, bowling, laser tag, mini-golf, go-karts, whirley ball, spin zone (bumper cars), cyber sports, and battle guns. Based on the total physical space of your Franchised Business, you may elect to offer these additional attractions. The cost of the other optional attractions varies and can be identified upon request. This will increase your total initial costs if you purchase the optional equipment.

Note 9. Franchisor has negotiated an agreement with a Texas law firm, who has no legal or other relationship with Franchisor, who will review and negotiate a commercial lease for a franchisee for a flat fee.

Note 10. Assumes sufficient inventory to operate for 30 days.

Note 11. This sum represents the initial down payment for the required insurance. Total annual premiums for all coverages will be determined by each location's amount of annual payroll, Gross Sales, and your landlord's requirements, as applicable. The estimated annual premium for general liability insurance, based upon estimated Gross Sales not to exceed $1,700,000, is $50,500, which includes minimum required coverage for hired and non-owned auto. If you estimate your Gross Sales will exceed $1.7 million, you will pay a negotiated rate depending on your mix of attractions. If your actual Gross Sales will exceed $1.7 million, you will pay an additional insurance premium as determined by the insurance company's audit. See Item 8 for information about minimum insurance requirements.

Note 12. The Additional Funds estimate includes various expenditures in addition to those otherwise listed in this Item for the first three months including, but not limited to the following: (a) state and local licensing fees, if any; (b) taxes, such as sales, use and similar taxes levied or required by city, local, county, parish, state or federal laws or regulations by virtue of the operation of a business; (c) deposits and costs of utilities, telephone; (d) background checks on employees; and (e) uniform costs for employees. The figures given are estimates and may vary from area to area. There may be other expenditures that are not listed above which may be incurred in certain areas and not others. Payments will be to third parties and are generally not refundable. These estimates do not include managerial salaries or any payment to you. These estimates also do not take into account finance payments, charges, interest, and related costs you may incur if any portion of the initial investment is financed. These amounts are the minimum recommended levels to cover operating expenses, including your employees' salaries for three months. However, we cannot guarantee that those amounts will be sufficient. Additional working capital may be required if sales are low or fixed costs are high. In compiling these estimates, we relied on our franchisees' and our affiliates' experience in operating Adventure Parks.

Note 13. This total does not include the cost of rental obligations.

Note 14. Unless otherwise noted, all amounts are non-refundable.

Note 15. Payable to us only if you sign the Area Development Agreement. If you develop multiple Adventure Parks under our Area Development Agreement, you will pay us the development fee in addition to the fees and costs required to develop each Adventure Park, which we anticipate will be the same as is reflected in the above Franchise Agreement chart, subject to applicable inflationary increases.

## ITEM 8
## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

**Purchases from Approved or Designated Suppliers; Purchases According to Specifications**

You must purchase from us or from suppliers or distributors we designate (each a "Designated Supplier") all of your requirements for developing, constructing, and operating the Franchised Business including: (1) fixtures, furniture, equipment, point of sale systems, attractions, signs, items of décor, architect services, paper products, and food and beverage; (2) uniforms, shirts, and all merchandise and items intended for retail sale (whether or not bearing our Proprietary Marks); (3) advertising, point-of-purchase materials, and other printed promotional materials; (4) gift certificates and stored value cards; (5) stationery, business cards, contracts, and forms; (6) bags, packaging, and supplies bearing the Proprietary Marks; (7) insurance from our approved carriers or brokers to the extent permitted by law; and (8) other products and services that we require. See Item 11 for information about our computer system requirements. We may receive money or other benefits, such as rebates or conference sponsorships, from Designated Suppliers based on your purchases. Except with respect to certain optional management services we may provide to you at your election, at this time, neither we nor any of our affiliates are approved suppliers of any products or services. We currently are an approved supplier of retail merchandise, including t-shirts.

If you propose to purchase from a previously unapproved source, you must first obtain our approval. Our criteria for supplier approval are not available to franchisees. We may require, as a condition of granting approval, that our representatives be permitted to inspect the supplier's facilities, and that all information, specifications, and samples as we reasonably require be delivered to us or to an independent, certified laboratory for testing. We may require you to reimburse us for all travel expenses to inspect the supplier's facilities and to pay a fee for the testing, which will not exceed our reasonable testing costs. We will notify you within 120 days of your request as to whether you are authorized to purchase such products from that supplier.

We may prescribe procedures for the submission of requests for approval and impose obligations on approved suppliers, which will be incorporated in a written license agreement with the supplier. Our criteria for approving suppliers are not available to the franchisees. We may obtain from you and/or the supplier reimbursement of actual costs and expenses incurred in the approval process and on-going monitoring of the supplier's compliance with our requirements. We do not act as an agent, representative, fiduciary or other intermediary for you in our relationship with an alternative supplier you propose, and we approve. We have the right to monitor the quality of the services provided by approved suppliers in a manner we deem appropriate and may terminate any supplier who does not meet our quality standards and specifications, as may be in effect periodically.

You may purchase from any supplier those items and services for which we have not designated approved suppliers or distributors, if the items and services meet our specifications, which may include brand requirements. If brand requirements have been identified, you may purchase and use only those brands approved by us. Our standards and specifications, and our modifications to our standards and specifications, are communicated to our franchisees in the Manual.

**Location and Lease**

You must acquire a site for the Franchised Business which meets our site selection criteria, as described in the Manual, within 120 days of signing the Site Selection Agreement or, if you did not sign the Site Selection Agreement, within 120 days after the Franchise Agreement has been signed. You may not acquire a site for the Franchised Business until we approve that site. If you occupy the Franchised Business premises according to a commercial lease, the lease must contain terms we specify. (See Lease Rider attached as Attachment G to the Franchise Agreement).

**Insurance**

You must obtain and maintain, at your own expense, the insurance coverage that we periodically require. You must obtain your insurance from our designated provider, unless the laws of your state restrict us from designating an insurance provider. All insurance policies shall be written by an insurance company or companies satisfactory to us, in compliance with the standards, specifications, coverages, and limits set forth in the Manual or other written directives. Such policy or policies shall include, at a minimum, the following types of coverages, with minimum limits prescribed by us: comprehensive general liability insurance, including broad form contractual liability; employment practices liability insurance; crime policy; liquor liability, if offered for sale at the Approved Location (later defined); personal injury; advertising injury; completed operations; products liability and fire damage coverage; "all risks" property insurance and tenant's liability coverage, including coverage for fire, vandalism, and malicious mischief; personal property coverage; automobile liability coverage for owned and non-owned vehicles; workers' compensation insurance; spoilage and business interruption insurance; such insurance as may be required by the landlord of the Franchised Business premises; such insurance as necessary to provide coverage under the indemnity provisions set forth in the Franchise Agreement to include the following limits and coverages:

| Limits of Liability | Description |
|---|---|
| $1,000,000 | Per Occurrence |
| $2,000,000 | Annual Aggregate, Other Than Products |
| $2,000,000 | Annual Aggregate, Products and Completed Operations |
| $1,000,000 | Personal and Advertising Injury Aggregate |
| $100,000 | Tenants Legal Liability for damage to the part of the premises you occupy |
| Excluded | Medical Expense Each Claim |
| $1,000,000 | Employee Benefits Liability Annual Aggregate – Retro 12/15/2014 |
| $1,000,000 | Hired and Non-Owned Auto Liability |
| $1,000,000 | Employment Practices Liability including an endorsement to include defense costs for Franchisor as co-defendants in the event of an EPL claim. |
| $25,000 | Crime Policy with $25,000 limit for third party and employee theft |

(*) Workers' Compensation insurance is not required, but is highly recommended, if your Franchised Business is in a state which does not mandate Workers' Compensation coverage as a matter of law.

Each insurance policy must name us and our affiliates, and each company's respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees, as additional insureds and must also include a waiver of subrogation in favor of us and our affiliates, and each company's respective officers, directors, company managers, and partners. All coverages apply per Franchised Business that you operate.

We have the right to establish and modify the minimum coverages required and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards, and other relevant changes in circumstances.

All insurance policies must be written by a carrier who is licensed in the state in which the Franchised Business operates and with an A.M. Best rating of not less than A-VII. All insurance policies must be primary and non-contributory to any insurance we might carry.

You must provide us with a certificate of insurance complying with the stated requirements no less than seven days before the Franchised Business is open to the public. You must also provide us with a certificate of insurance on each policy renewal date. If you do not comply with the insurance requirements, we reserve the right, but not the duty, to force place insurance on your behalf and charge you the premium due along

with any administration fee that is equal to 10% of the annual premium and which will be due immediately to us.

**Revenue Derived from Required Purchases and Leases**

We and our affiliates may derive revenue from franchisee purchases and leases to the extent that franchisees purchase products or services from us or our affiliates, and we also may receive payments or material benefits from suppliers based on your purchases or leases. We have negotiated a supply contract with a trampoline and adventure park equipment supplier, merchandise manufacturers and distributors, and food and beverage distributors under which the suppliers will rebate to us a percentage of the net profits of franchisee purchases. During our fiscal year ending December 31, 2017, we derived $2,354,592.45 in revenue because of franchisee purchases or leases, accounting for 23% of our total revenues of $9,976,297.13.

We offer franchisees the opportunity to enter into a management agreement with us, and you would sign our standard Management Services Agreement (See Exhibit G). You are not obligated to enter into a management agreement with us. As of December 31, 2017, we manage five Adventure Parks. We derived $614,600 last year in revenue from our existing management agreements, which represents 6% of our total revenues of $9,976,297.13.

We estimate that the cost of purchasing from approved and designated suppliers and the cost of purchasing according to our specifications will represent 75% to 90% of your total purchases in establishing the business and 25% to 40% of your total purchases during operation of the Franchised Business.

None of our officers currently own an interest in any privately-held supplier, or a material interest in any publicly-held supplier, though our officers may occasionally own non-material interests in publicly-held companies that may be suppliers to our franchise system, save and except for their interests in us.

**Purchasing Cooperatives; Supplier Negotiations and Arrangements**

There currently are no purchasing or distribution cooperatives in existence connected to our franchise system. We periodically negotiate purchase arrangements with suppliers for the benefit of our franchisees, and we may establish national buying accounts with vendors whose products meet our specifications. We do not provide you any material benefits (such as renewal rights or the right to acquire additional franchises) based on your purchases from approved or designated suppliers.

**Computer Hardware and Software**

You must purchase all computer systems we prescribe for use by our franchisees, including point of sale systems, franchise management systems, and general computer equipment, as fully described in Item 11.

**Accounting Systems**

You must purchase and utilize the accounting systems we prescribe for use by our franchisees, including third-party accounting services, as fully described in Item 11.

## 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 | Sections in Franchise Agreement | Sections in Development Agreements | Disclosure Document Items |
|---|---|---|---|
| a. Site selection and acquisition/lease | Article 4 of the Site Selection Agreement<br><br>Article 3 and Attachment G of the Franchise Agreement | No provision | Items 6, 11, and 12 |
| b. Pre-opening purchases/leases | Article 4 of the Franchise Agreement | No provision | Items 7 and 8 |
| c. Site development and other pre-opening requirements | Articles 4 and 5 of the Franchise Agreement; | No provision | Item 7 |
| d. Initial and ongoing training | Article 8 and Section 2.B(3) of the Franchise Agreement | No provision | Item 11 |
| e. Opening | Article 5 of the Franchise Agreement | Article 7 of the Area Development Agreement and Schedule B<br><br>Article 7 of the Development Agreement and Schedule B | Item 11 |
| f. Fees | Section 3.1 of the Site Selection Agreement<br><br>Article 6 of the Franchise Agreement | Article 6 and Section 2.1 of the Area Development Agreement<br><br>Article 6 and Section 2.1 of the Development Agreement | Items 5 and 6 |
| g. Compliance with standards and policies/Operating Manual | Articles 9, 10, and 11 of the Franchise Agreement | No provision | Item 11 |

| Obligation | Sections in Franchise Agreement | Sections in Development Agreements | Disclosure Document Items |
|---|---|---|---|
| h. Trademarks and proprietary information | Article 5 of the Site Selection Agreement<br><br>Articles 9 and 13, and Section 14.A of the Franchise Agreement | No provision | Items 1, 13, and 14 |
| i. Restrictions on products/services offered | Articles 9, 10, and Sections 11.B-11.D of the Franchise Agreement | No provision | Items 8 and 16 |
| j. Warranty and customer service requirements | Section 15.E of the Franchise Agreement | No provision | Item 16 |
| k. Territorial development and sales quota | Section 1.B of the Franchise Agreement | No provision | Item 12 |
| l. Ongoing product/service purchases | Sections 11.B-11.F of the Franchise Agreement | No provision | Item 8 and 16 |
| m. Maintenance, appearance and remodeling requirements | Article 10 and Sections 2.B(2), and 11.B of the Franchise Agreement | No provision | Items 7 and 8 |
| n. Insurance | Article 16 of the Franchise Agreement | No provision | Items 6, 7, and 8 |
| o. Advertising | Article 15 of the Franchise Agreement | No provision | Items 6, 7, and 11 |
| p. Indemnification | Article 20 of the Franchise Agreement | No provision | Item 6 |
| q. Owner's participation/ management/staffing | Sections 11.J-11.K of the Franchise Agreement | No provision | Item 15 |
| r. Records and reports | Article 7 of the Franchise Agreement | No provision | Items 6 and 11 |
| s. Inspections and audits | Article 7 and Sections 4.D, 4.E, and 11.G of the Franchise Agreement | No provision | Items 6 and 11 |

| Obligation | Sections in Franchise Agreement | Sections in Development Agreements | Disclosure Document Items |
|---|---|---|---|
| t. Transfer | Article 17 of the Franchise Agreement | Article 5 of the Area Development Agreement<br><br>Article 5 of the Development Agreement | Item 17 |
| u. Renewal | Section 2.B of the Franchise Agreement | Section 2.1 of the Area Development Agreement<br><br>Section 2.1 of the Development Agreement | Items 6 and 17 |
| v. Post-termination obligations | Article 5 of the Site Selection Agreement<br><br>Article 19 of the Franchise Agreement | Article 3 and Section 12.3 of the Area Development Agreement<br><br>Article 3 and Section 12.3 of the Development Agreement | Item 17 |
| w. Non-competition covenants | Section 5.4 of the Site Selection Agreement<br><br>Sections 14.B-14.F of the Franchise Agreement | Article 12 of the Area Development Agreement<br><br>Article 12 of the Development Agreement | Items 15 and17 |
| x. Dispute resolution | Article 23 of the Franchise Agreement | Articles 13 and 14 of the Area Development Agreement<br><br>Articles 13 and 14 of the Development Agreement. | Item 17 |
| y. Guaranty | Attachment D of the Franchise Agreement | Not applicable | Item 15 |

## ITEM 10
## FINANCING

We may offer financing for up to $200,000.00 for the purchase of the Attraction Equipment only for use in the operation of the Franchised Business according to similar terms and conditions of the promissory note

and security agreement attached as Exhibit J. These terms are summarized as follows:

| Item Financed | Initial Equipment Costs |
|---|---|
| Source of Financing | Us |
| Down Payment | 0% |
| Amount Financed | Up to $200,000.00[1] |
| Term (Years) | Up to 2 years |
| Interest Rate | Minimum applicable Federal Rate for Short Term Loans[2] |
| Monthly Payment | Varies, depending upon amount financed, but in equal installments up to 24 months[2] |
| Prepay Penalty | None |
| Security Required | UCC-1 security interest in equipment[3] |
| Liability Upon Default | Acceleration of outstanding principal and termination of Franchise Agreement; you must pay entire amount due, our attorneys' fees, and court costs in collecting debt.[4] |
| Loss of Legal Right on Default | Waiver of right to jury trial; payment, demand for payment, notice of dishonor, notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, or endorsement. |

Notes:

Note 1. You must execute an amendment to the Franchise Agreement when you accept the financing terms, which provides that during the term of your loan, you must pay to us an additional 1.5% royalty per month. There is a minimum additional royalty of 120 days if you prepay the Note in full.

Note 2. The minimum Federal rate for short term loans may fluctuate month-to-month as determined by the Internal Revenue Service. As of March 2018, the rate per annum was 1.96%.

Note 3. Your owners must personally guarantee your obligations under the loan. We also take a Uniform Commercial Code security interest in the Attraction Equipment to secure the loan.

Note 4. We do not have any past or present practice or intention to sell, assign, or discount to any third party, any note, contract or other instrument signed by you. However, we reserve the right to do so.

Other than the previously mentioned royalty fee increase and principal and interest, we currently do not receive any direct or indirect payments or other consideration for placing financing. We may also develop relationships with preferred lenders or financing sources which we may, when established, make available to you. Neither we nor any of our affiliates will guarantee your lease, note, or other obligations. Additionally, neither we nor our affiliates can predict if you will be able to obtain financing for any part of your investment in the Franchised Business or, if you are able, the terms of such financing.

Third-party lenders may assign their rights under their loan documents to us or to any other party. If any third-party lender assigns its rights to a party other than us, that third party may be immune under the law to claims or defenses you may have against either the third-party lender or us.

We do not know what waivers or other provisions may appear in any other financing that you may arrange with third party lenders. Third party loan documents may include provisions by which you confess judgment or which bar you from asserting a defense against us or our assigns, and may include provisions by which you waive some rights you might have, such as rights to notice or demand, presentment, protest, notice of dishonor, consent to extension of time for payment, rights of marshalling of collateral, bonds and other forms of security relating to repossessed collateral, etc.

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

**Except as listed below, UATP Management, LLC is not required to provide you with any assistance.**

Before you begin operating the Franchised Business, we will:

1. Review your Franchise Site information and notify you of site approval within 14 days after receiving all requested information. (Site Selection Agreement, Section 4.1 and 4.3; Franchise Agreement, Section 3.B). Factors considered in selection and approval of a site includes, but is not limited to, traffic count, visibility, demographics, competition in the area, and occupancy cost.

2. Provide to you sample drawings and specifications for an URBAN AIR Adventure Park, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, storefront, signage, graphics, and color schemes. (Franchise Agreement, Section 4.A) You must have all required construction plans and specifications prepared to suit the shape and dimensions of the Franchised Business and ensure that the plans and specifications comply with applicable ordinances, building codes, permit requirements, and any lease requirements and restrictions.

3. Conduct up to a one-week initial training program with you or your Designated Manager (see Item 15) without charge. (Franchise Agreement, Section 8.A)

4. Loan you one copy (digital or hard copy) of our confidential Manual containing information and knowledge necessary and material to the System. (Franchise Agreement, Section 9). The table of contents for the current version of our Operations Manual is attached as Exhibit A. The current version of our Operations Manual contains a total of 432 pages. We will also lend to you various other training manuals, videos, and materials.

5. For your first Franchised Business only, we will provide you with one member of our training team for two to three days of pre-opening assistance and training at your Franchised Business location; there is no fee for the service, nor do we require you to reimburse our related costs. We may, or at your request, provide the same pre-opening assistance for subsequent Franchised Businesses you open, in which case we may require you to reimburse us for our training-related expenses, including travel, lodging and dining costs for the individual who provides opening assistance. (Franchise Agreement, Section 8.B).

6. For all Franchised Businesses you open, we may, or at your request will, provide you with additional members of our training team to provide pre-opening assistance, subject to the availability of personnel, in which case we may require you to pay our then-current training fee (as published in the Manual) and to reimburse us for our training-related expenses, including travel, lodging and dining costs for those additional trainers who provide opening assistance. (Franchise Agreement, Section 8.B)

During the operation of the Franchised Business, we will:

1. Periodically, as we deem appropriate, advise and consult with you in connection with the operation of the Franchised Business. (Franchise Agreement, Section 8.C)

2. Provide to you our knowledge and expertise regarding the System and pertinent new developments, techniques, and improvements in the areas of management, sales promotion, service concepts, and other areas. We may provide these services through on-site visits, through the distribution of printed or filmed material or electronic information, meetings or seminars, telephone communications, email communications, or other communications. (Franchise Agreement, Section 8.C)

3. Use good faith efforts to approve or disapprove your proposed promotional and marketing materials within 10 business days after we receive them. (Franchise Agreement, Section 15.A)

**Initial Training Program**

Prior to live training, you will be required to complete the online digital training offered by Franchisor. Once you complete the online training, we will admit you or your Designated Manager to our live, initial training program. Our initial training program is offered by our training team before commencing operation on an as needed basis and is conducted by or under the supervision of Michael Browning, Jr., our Chief Executive Officer. Mr. Browning has been with the company since its inception in 2013 and has over five years' experience in the industry. He has been involved with developing the procedures and management implemented in all existing locations.

The classroom portion of our initial training program is held at our training facility located in Grapevine, Texas (or such other location as identified by Franchisor) and the on the job training portion is held at one or more of our affiliate-owned locations in North Texas. The Franchised Business Operations portion of our initial training program includes hands-on operations training, and the Franchise Operations portion focuses on business operations. The entire initial training program and is held over a four-day period.

The following is a summary of our initial training program:

**TRAINING PROGRAM**

| Subject[1] | Hours of Classroom Training | Hours of on the Job Training | Location |
|---|---|---|---|
| Online digital training | 25 | 0 | Online |
| Court Maintenance and Monitoring | 2 | 12 | Grapevine, Texas and designated on-site |
| Office Management/ Operations | 4 | 6 | Grapevine, Texas and designated on-site |
| Events (Booking, check-in, hosting) | 4 | 4 | Grapevine, Texas and designated on-site |
| Front Desk, Point of Sale, Waivers | 2 | 3 | Grapevine, Texas and designated on-site |
| Observation/Shadowing | 0 | 18 | Grapevine, Texas and designated on-site |
| Inventory Management/Concessions | 4 | 2 | Grapevine, Texas and designated on-site |
| Cleaning and General Facility Maintenance | 2 | 1 | Grapevine, Texas and designated on-site |
| Sound and Lighting System | 1 | 1 | Grapevine, Texas and designated on-site location |
| Marketing | 4 | 4 | Grapevine, Texas and designated on-site location |
| Handling an Incident/Report | 2 | 0 | Grapevine, Texas and designated on-site location |
| **Totals** | **50** | **51** | |

Note 1: Instruction will be taken from the Manual and other instructional forms.

We do not charge tuition for you or your Designated Manager to attend our initial training program, but you are responsible for all training-related expenses, including travel, lodging, and dining expenses for these individuals and wages and salaries payable during the training period. The initial training is mandatory, and you must successfully complete the initial training to our satisfaction before opening. At your request, we may permit additional individuals to attend the same training program, subject to space availability.

You and your designated employees must successfully complete our initial training program to our satisfaction before you may begin operating the Franchised Business.

**Other Training**

Your Designated Manager and other personnel also must attend and successfully complete all safety training courses as required by law or as we may periodically require, to the satisfaction of and as may be required by the state and municipality where your franchise is located; you must maintain all required certifications throughout the franchise term. Unless otherwise noted, we may charge a reasonable tuition for all courses and programs that we provide. You are responsible for all training-related expenses, including travel, lodging, and dining expenses for these individuals, as well as any wages and salaries payable during the training period.

We may also require your Designated Manager and other of your employees to attend and complete additional and/or remedial training as we may periodically deem necessary. If we require additional or remedial training, you must pay our then-current training fee (as published in the Manual) and reimburse us for all of our training-related expenses, including travel, lodging and dining costs for the individuals who provide opening assistance. If such training takes place in our training facilities, you are also responsible for travel, lodging, and dining expenses for individuals who attend additional and remedial training, as well as any wages and salaries payable to these individuals during the training period.

We may also conduct, and require you to attend, periodic conferences to discuss System developments, including operational efficiency, personnel training, bookkeeping, account, inventory control, performance standards, advertising programs, and merchandising procedures. Your Designated Manager must attend all mandatory conferences. You are responsible for all conference-related expenses, including travel, lodging, and dining expenses for conference attendees, as well as any wages and salaries payable to these individuals during the conference.

**Site Selection**

If you sign a Site Selection Agreement, we will agree on a "Site Selection Area" within which you may locate the Adventure Park. You must secure a lease for an acceptable site for the Adventure Park within 120 days of the Site Selection Agreement being signed. If you sign a Franchise Agreement without having first selected a site, a "Site Selection Area" will be identified on the Summary Page of the Franchise Agreement. You must secure a lease for an acceptable site within 120 of the Franchise Agreement being signed.

We will provide you with our standard site selection criteria and/or an on-site evaluation of your proposed site, as we deem appropriate. We will approve or disapprove your proposed site within 14 business days after we receive all information that we reasonably request. The criteria we use to evaluate the selected site include, but are not limited to, cost, visibility, accessibility, demographics, and local competition. We reserve the right to develop and implement various site-selection technologies, software, or systems, in which case we may charge, and you must pay, our then-current Site Evaluation Fee as published in the Manual periodically.

If you are developing a single Adventure Park, you will most likely sign our Site Selection Agreement and identify a site before you sign the Franchise Agreement. If you are developing more than Adventure Parks

under a development agreement, you will sign a standard Franchise Agreement for each proposed Adventure Park to be developed, and secure a lease for each site within six months prior to the projected "Opening Date" (as defined in the Franchise Agreement).

Our approval of a proposed site signifies that we are willing to permit your operation of an Adventure Park at the site. Our approval should not be construed as a promise that an Adventure Park operated at the site will be successful, or achieve any minimum level of sales or profits.

**Typical Time between Signing (or First Payment) and Opening for Business**

The typical length of time between the signing of the Franchise Agreement (or your first payment to us, if that occurs first) and the opening of your business ranges from three to nine months, depending on whether the site is known at the time the Franchise Agreement is signed. Factors affecting this range include site availability, city zoning and permitting, construction time (especially when a new building is being constructed), when the attractions are purchased, delays in production, delays in shipping, and other factors, such as force majeure, that are outside our control. The typical length of time to construct a new building will be considerably longer and can range from nine to fifteen months and may also be delayed for similar factors as identified above. We can refuse to award you a franchise if you fail to secure a location for the Franchised Business (by purchase or lease) within 120 days after the Site Selection Agreement is signed or terminate the Franchise Agreement if you fail to open for business within 120 days after securing a location for the Franchised Business.

**Advertising**

You must spend at least 5% of your monthly Gross Sales on local marketing and advertising. Our current advertising program for the products and services offered by URBAN AIR Adventure Parks consists of community and charitable involvement, a web site, and proprietary merchandise. Our advertising materials are currently created primarily in-house, with some graphics assistance from outside agencies.

You may use your own advertising and promotional materials if they conform to our Standards and we have approved them before first publication or use. We will use good faith efforts to approve or disapprove your proposed advertising and promotional materials within 10 business days after we receive them.

**Grand Opening Advertising**

You must conduct Grand Opening advertising and promotional program before the Adventure Park opens for business. You may use your own advertising and promotional materials if they conform to our Standards and we have approved them before first publication or use. We will use good faith efforts to approve or disapprove your proposed advertising and promotional materials within 10 business days after we receive them.

**Advertising Council**

Currently, there is no advertising council composed of franchisees, but we reserve the right to form such council(s) at any time. If an advertising council is formed, we will have the decision making power to select and approve the members and to form, change, dissolve or merge the advertising council. If formed, the advertising council will likely serve in advisory capacity only, and will not have operational or decision-making power.

**Advertising Cooperatives**

If we believe that two or more Adventure Parks may benefit by pooling their advertising dollars, we may form a local or regional advertising cooperative for this purpose. If we form an advertising cooperative for the region in which your Adventure Park is located, your membership to the advertising cooperative is automatic and you must participate in the advertising cooperative. We have the exclusive right to create, dissolve, and merge advertising cooperatives. We will also have the exclusive power to require cooperates to be formed, changed, dissolved, or merged, and to create and amend their governing documents No

advertising cooperative has yet been created and, therefore, no governing documents are available for your review.

Governing documents will provide that any advertising cooperative created under authority of the Franchise Agreement will (1) operate by majority vote, with each Adventure Park (whether franchised or affiliate-owned or managed ) being entitled to one vote, (2) entitle us to cast one vote (in addition to any votes we may cast for affiliate-owned locations), (3) permit the members of the advertising cooperative, by majority vote, to determine the amount of required contributions, and (4) provide that any funds left in the advertising cooperative at the time of its dissolution be returned to the members in proportion to their contributions made during the 12-month period immediately preceding dissolution. All members (including company-owned and our affiliate-owned locations) will contribute at the same rate.

**Computer and Cash Register Requirements**

You must acquire and use all computer systems that we prescribe for use by our franchisees and may not use any computer system or components or software applications that do not conform to the Standards or that we have not approved in writing. Requirements may include, among other things, hook up to remote servers, off-site electronic repositories, and high-speed Internet connections and service. We may require you to update or upgrade computer hardware components and/or software applications as we deem necessary, but not more than three times per calendar year. You must enter into all applicable software license agreements and software maintenance agreements, in the form and manner we prescribe, and pay all fees charged by third party software and software service providers. At our request, you must sign or consent to a "terms of use" agreement regarding all software applications that we designate. We may independently access from a remote location, at any time, all information input to, and compiled by, your computer system or an off-site server, including information concerning sales, purchase orders, inventory, and expenditures. There are no contractual limitations to our right to access the information and data.

We require all franchisees to purchase a desktop computer and printer for back of the house needs, and we require all franchisees to acquire and use the same Point of Sale ("POS") system. Neither we nor any of our affiliates or any third party is obligated to provide ongoing maintenance, repairs, upgrades or updates to any computer hardware or software. We estimate that the cost of your required computer systems will be approximately $15,000-$25,000, and the annual cost of optional or required maintenance of the POS system and computer systems to be $3000.

We may also require that you connect to a web-based application, such as franchise management software, which enables us to independently access and poll the information on your POS System. There is no contractual limitation on our right to independently access this information. We will not have independent access to the information generated by or stored on your personal computer.

We reserve the right to develop and implement various technologies, software, or systems for the benefit of the System and URBAN AIR Adventure Parks, in which case we may require you to adopt and use such technologies, software, or systems, and require you to pay, our then-current Technology Fee as published in the Manual periodically. There is no contractual limitation on our right to implement such programs.

Neither we, nor any of our affiliates, nor any third party is required to provide ongoing maintenance repairs, upgrades to the system. You must, at your own expense, maintain your computer systems and network in good repair and working order and properly update and otherwise change your computer hardware and software systems as we may require. You must pay all amounts charged by any licensor of the systems and programs you use, including charges for use, maintenance, support and/or update of these systems or programs. There is no contractual limitation on our ability to require the hardware and any software programs be updated.

You may not register a domain name or operate a website containing the Marks. We have the right to determine the content and use of any website or social media associated with the Marks. Your general conduct on the Internet or other electronic media, including your use of the Marks in advertising, is subject

to the terms and conditions of the Franchise Agreement, Manual or other requirements that we may determine from time-to-time.

## ITEM 12
## TERRITORY

You will operate the Franchised Business at a location that we have approved.

Most likely, you will sign our Site Selection Agreement before signing a Franchise Agreement, and begin looking for a site within a defined site selection area. The Site Selection Agreement provides no territorial protection, so you will likely be looking for a site in competition with others who are interested in developing an Adventure Park in the area. During and after the term of the Site Selection Agreement, we and our affiliates may engage, and allow others to engage, in any activities we desire within and outside the Site Selection Area without any restrictions whatsoever, subject only to your rights under franchise agreements with us then in effect. We may not alter your Site Selection Area or territorial rights.

In certain circumstances, we may permit you to sign a Franchise Agreement before a site is identified. If this happens, the Franchise Agreement will identify a site selection area. As with the Site Selection Agreement, there is no territorial protection in the site selection area, and you will likely be looking for a site in competition with others who are interested in developing an Adventure Park in the area.

Once a site has been selected, we will mutually agree on a "Protected Area" surrounding the Adventure Park, which will be described as a radius surrounding the Franchised Business premises (or may be defined by ZIP codes or geographic boundaries). There is no minimum territory. Typically, but not in all cases, available Protected Territories will encompass a population of approximately 250,000 people with approximately 40,000 children at the time the Franchise Agreement is executed. Once established, the boundaries of your Protected Area may be altered only by written consent of the parties.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

During the franchise term, subject to your compliance with all agreements, however, we will neither operate nor grant anyone but you the right to operate another Adventure Park in the Protected Area, except for "Special Venues" as described in this paragraph. We may operate and grant others the right to operate Adventure Parks or similar businesses outside the Protected Area, even close to the boundary of your Protected Area. The boundaries of your Protected Area may overlap with the protected areas of other franchised and affiliate-owned or managed Adventure Parks, meaning that the potential customer base inside the Protected Area may be shared with other businesses. We are not required to compensate you for any sales made in the Protected Area. A "Special Venue," for purposes of this paragraph is a venue that offers something less than the full slate of attractions typically offered in an URBAN AIR Adventure Park, e.g., a skydiving park or a go-kart park that includes limited additional attractions, under the URBAN AIR ADVENTURE PARK service mark or some other derivative of the Proprietary Marks.

We also may offer, grant, and support franchises in similar, competitive, or different lines of business under any name other than URBAN AIR ADVENTURE PARK at any location, including in the Protected Area, but neither we nor any of our affiliates have any current plans to do so.

We reserve the right to distribute all products and services or their components identified by the Proprietary Marks, through alternative channels of distribution, including, mail order, catalog sales, the Internet, World Wide Web or any other form of electronic commerce, both within and outside the Protected Area. You will receive no compensation for our sales through alternative distribution channels.

You must focus your marketing activities within your Protected Area. You may engage in direct marketing activities in the Protected Area (even if it is overlapping with another franchisee's protected area) and may engage in direct marketing activities outside your Protected Area, so long as the activities are not conducted in another franchisee's or licensee's protected area. For clarity, the term "direct marketing activities"

include personal solicitations, direct mailings, sporting event sponsorships and advertising, and school event sponsorships and advertising. The term "direct marketing activities" does not include and, therefore, does not apply to web site advertising or your right to send targeted emails or text messages to your existing customers. We may develop policies and procedures that apply to all types of advertising and marketing efforts, including social media advertising, and you must comply with all policies and procedures that we develop.

You may not sell products through alternative channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing without our consent.

Continuation of your territorial protection under the Franchise Agreement does not depend on your achieving a certain sales volume, market penetration, or other contingency.

You may relocate your Adventure Park only with our written consent. If your lease expires or terminates through no fault of yours, or if the Franchised Business premises are destroyed or materially damaged by fire, flood, or other natural catastrophe, we will permit you to relocate to another location within the Protected Area (described below). If we grant relocation rights for this reason, you must open the Franchised Business for business at the new location within 180 days of closing the original location. If we permit you to relocate the Franchised Business for any other reason, then you must open the Franchised Business for business at the new location within 30 business days of closing the original location.

**Area Development Agreement**

Under the Area Development Agreement, we grant you the right to develop and operate a specified number of Adventure Parks within a defined "Development Area." The Development Area will be identified on Schedule A to the Area Development Agreement and may be described in terms of cities, counties, states, or some other designation.

During the term of the Area Development Agreement, we will not own or operate, or grant anyone else the right to operate, an Adventure Park within the Development Area, but we may develop, operate, and offer other similar concepts that may compete with developers in the Development Area. We reserve to ourselves all other rights, including the right to own and operate and to grant others the right to own and operate Adventure Parks outside the Development Area, regardless of their proximity to the Development Area. We also have the right to distribute products and services identified by the Marks, such as pre-packaged products, through alternative channels of distribution including retail stores, and via mail order, catalog sales, and/or the Internet. We are not required to compensate you if we exercise any of the rights specified above inside your Development Area.

If you fail to meet your development obligations, we may terminate the Area Development Agreement. There are no other circumstances that permit us to modify your territorial rights under the Area Development Agreement. After the termination or expiration of the Area Development Agreement, we may own, operate, franchise, or license others to operate additional URBAN AIR Adventure Parks anywhere, without restriction, including in your Development Area, subject to the rights granted to you under any then existing franchise agreement.

**Additional Franchise Rights**

Other than development rights granted under our Area Development Agreement and Development Agreement, we do not grant you any options or rights of first refusal to acquire additional franchises.

## ITEM 13
## TRADEMARKS

Our affiliate, UAIP, owns the following Marks, which have been registered on the Principal Register of the U.S. Patent and Trademark Office. All required affidavits have been filed.

| Mark | Registration Number | Registration Date | International Class |
|---|---|---|---|
| URBAN AIR TRAMPOLINE PARK (standard character) | 4807427 | September 8, 2015 | 25, 41 |
| GET UP. GET FLY. (standard character) | 4799297 | August 25, 2015 | 41 |
| SKY RIDER (standard character) | 5361358 | December 19, 2017 | 41 |
| URBAN AIR ADVENTURE PARK (standard character) | 5371211 | January 2, 2018 | 25, 41 |
| ADVENTURE HUB (standard character) | 5419676 | March 6, 2018 | 41 |

Our affiliate, UAIP, owns and has applied to register the following marks ("Pending Marks") on the Principal Register of the U.S. Patent Trademark Office. All required affidavits have been filed.

| Mark | Serial Number | Application Date |
|---|---|---|
| UA (design mark) | 87670678 | November 3, 2017 |
| Activate Awesome (standard character) | 87739044 | December 30, 2017 |
| Next Level Play (standard character) | 87739049 | December 30, 2017 |

We have a federal registration for our principal trademark but do not yet have a federal registration for the Pending Marks. Therefore, the Pending Marks do not have as many legal benefits and rights as federally registered trademarks. If our right to use the Pending Marks trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There is presently no effective determination of the United States Patent and Trademark Office ("USPTO"), any trademark trial and appeal board, the trademark administrator of any state or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Marks which is relevant to their ownership, use, or licensing. There is no pending material federal or state court litigation regarding our use or ownership rights in any trademark. All required affidavits have been filed.

**Use of Marks**

UAIP has granted us the perpetual right to use and sublicense the use of the Marks, including those listed above and those developed in the future, together with other intellectual property critical to the System pursuant to a written license agreement dated March 1, 2014 ("License Agreement"). If the License Agreement terminates, then UAIP will assume all of our rights and obligations under your Franchise Agreement. Except for the License Agreement, there are no agreements currently in effect that significantly limit our rights to use or to license the use of the Marks in any manner material to the Franchised Business. We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state. We know of no other agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to you.

You must use the Marks in full compliance with provisions of the Franchise Agreement and according to the trademark usage guidelines and rules we periodically prescribe. You may not use any Mark as a part of your corporate name or with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos licensed by us to you) and you may not use them to incur any obligation or indebtedness on our behalf. You may not use any name or mark associated with the sale of any unauthorized product or services in any other manner not explicitly authorized in writing by us.

You may use only the Marks that we designate, must use them only in the manner that we authorize and permit, and must use them with the symbols, "®", "™", or "SM", as appropriate. You may use the Marks

only in connection with the operation and promotion of the Franchised Business, and only in the manner we prescribe. You may not contest ownership or validity of the Marks or any registration of the Marks, or our right to use or to sublicense the use of the Marks. You must sign all documents that we require to protect the Marks and to maintain their validity and enforceability.

**Internet and Social Media Usage**

You may not establish or maintain a web site or other presence or advertise on the World Wide Web portion of the Internet that reflects any of the Marks or our copyrighted works, or that includes the term "URBAN AIR ADVENTURE PARK" as part of any URL or domain name, or that otherwise states or suggests your affiliation with us or our franchise system. This prohibition includes use of the Marks or any derivative of the Marks as part of any URL, domain name, or unauthorized email addresses, as well as their registration as part of any user name on any gaming website or social media or networking website, including, but not limited to, INSTAGRAM, FACEBOOK, LINKEDIN, FOURSQUARE, YELP, URBANSPOON, or TWITTER, except as we expressly permit or prescribe. Our social media and networking policies will be provided to you in the Manual, and may be modified, amended, or terminated by us at any time.

**Infringement**

If there is any infringement of, or challenge to, your use of any name, mark, or symbol, you must immediately notify us, and we may take any action that we deem appropriate, in our sole discretion. The Franchise Agreement does not require us to take affirmative action if notified of the claim. We have the right to control all administrative proceedings or litigation involving your use of the Marks. The Franchise Agreement does not require us to participate in your defense or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding based on your use of the Marks, or if the proceeding is resolved unfavorably to you.

We have the right to designate one or more new, modified or replacement Marks for your use and to require you to use the new, modified or replacement Marks in addition to or in lieu of any previously designated Marks. You must comply with the directive, at your expense, within 60 days following your receipt of written notice of the change.

The Site Selection Agreement does not grant you rights to use the Marks. These rights arise only under the Franchise Agreement.

## ITEM 14
## PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Our affiliate, UAIP, owns the following Patent, which have been registered on the Principal Register of the U.S. Patent and Trademark Office. All required affidavits have been filed.

| Patent | Serial Number | Filing Date |
|---|---|---|
| Obstacle Course with Illuminated Ball Pit | 62/576351 | October 24, 2017 |
| Multi-Level Play Equipment (provisional patent application) | 62/474220 | March 21, 2017 |

Our affiliate, UAIP, owns the following Copyright, which have been filed with the U.S. Copyright Office. All required documents have been filed.

| Copyright | Service Request # | Application Date |
|---|---|---|
| Urban Air Slam Dunk | 1-5984860011 | November 7, 2017 |
| Urban Air Adventure Park | 1-4601302293 | March 13, 2017 |
| Get Up. Get Fly | 1-4600335182 | March 13, 2017 |

| Copyright | Service Request # | Application Date |
|---|---|---|
| Urban Air Urbie | 1-4600335131 | March 13, 2017 |

Aside from the foregoing, there are no other patents or registered copyrights material to the franchise, but we claim copyright protection in many elements of the System including the Manual, the design elements of the Marks, our product packaging, signage our advertising and promotional materials, and the content and design of our web site ("Copyrighted Works").

You and your owners and employees must maintain the confidentiality of all trade secrets, the Standards and all other elements of the System, all customer information, all information contained in the Manual, and any other information that we designate as confidential ("Confidential Information"). Each of your owners must sign the Undertaking and Guaranty Agreement attached as Attachment D to the Franchise Agreement and the Confidentiality and Non-Competition Agreement attached as Attachment E to the Franchise Agreement. All of your employees with access to Confidential Information must also sign a confidentiality and non-competition agreement in the form designated by us.

You must promptly notify us of any apparent infringement of, or challenge to, your use of any of the Copyrighted Works or Confidential Information. We are not required to take affirmative action when notified of a claim, or to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the Copyrighted Works or Confidential Information, or if the proceeding is resolved unfavorably to you, but will take whatever action we determine to be appropriate under the circumstances. We have the right to control all administrative proceedings or litigation involving the Copyrighted Works and Confidential Information. If we or our affiliate undertakes the defense or prosecution of any litigation pertaining to any of the Copyrighted Works or Confidential Information, you must sign all documents and perform such acts and things as, in the opinion of our legal counsel, may be necessary to carry out the defense or prosecution.

If you or any of your owners develops any new concept, product, sales technique, or improvement in the operation or promotion of the Franchised Business, you must promptly notify us, and provide to us all necessary related information. By signing the Franchise Agreement, you and each owner permanently and irrevocably assign your respective rights in and to the concept, product, sales technique, or improvement and permit us to use or disclose the information to our affiliates and other URBAN AIR ADVENTURE PARK franchisees as we determine appropriate, without providing you any compensation.

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

The Franchised Business must be supervised at all times by a Designated Manager, who must attend and complete to our satisfaction our initial training program and all other training that we require, and who must devote substantial full-time and best efforts, in person on a daily basis, to the supervision, operation, and conduct of the Franchised Business. We must approve your Designated Manager. We highly recommend, but do not require, that your Designated Manager own an equity interest in you if you are a corporation, partnership, limited liability company, or other legal entity. If your Designated Manager changes, you must immediately appoint a new Designated Manager, subject to our approval, and he or she must complete all training requirements within 60 days.

Neither you nor any of your Designated Managers may own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any direct or indirect interest in (as owner or otherwise) or relationship or association with, any business that competes with Adventure Parks or any of the products or services they offer. You also may not disclose any information contained in our Manual or other information proprietary to the System. Each Owner (regardless of the limitation of their ownership percentage in the Franchised Business), Designated Manager, any supervisors, and other

key employees having access to our Manual and proprietary information must sign a Confidentiality and Non-Competition Agreement substantially in the form of Attachment E to the Franchise Agreement.

Each Owner of the franchise or the franchisee entity must sign an Undertaking and Guaranty substantially in the form of Attachment D to the Franchise Agreement to personally guarantee to us that you will perform all obligations under the Franchise Agreement in a timely manner according to the respective terms of the Franchise Agreement.

An "Owner" is defined as you and your spouse if you are an individual, or any person with a five percent or greater equity interest in you (regardless of voting rights) if you are a corporation, partnership, limited liability company, or other legal entity.

## ITEM 16
## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer and sell only the products, goods, and services specifically authorized by us in writing; conversely, you may not offer or sell any products, goods, or services not specifically authorized by us in writing. We may, at any time and in our sole and absolute discretion, add, eliminate, or modify authorized products, goods, and services; there are no contractual limitations on our rights to make such changes.

We reserve the right to establish policies and programs regarding pricing of products and services, including, but not limited to, establishing the maximum and/or minimum retail prices, recommending retail prices, advertising specific retail prices for some or all products or services sold at your Adventure Park, and developing and advertising price promotions or package promotions. We may compel you to observe, honor, and participate in any such policies or programs we establish.

The Franchise Agreement gives you the right to operate a single URBAN AIR Adventure Park and to offer approved products, goods, and services only at the approved location. To the extent that we may periodically expand our service offerings to provide delivery or similar services, you may provide such services in the Protected Area (or other area that we may authorize) according to the Franchise Agreement and our then-current standards, policies, and procedures.

You must participate in and offer to your customers all customer loyalty and reward programs and all contests, sweepstakes, and other prize promotions. We will provide you the details of each program and promotion, and you must promptly display all point-of-sale advertising and promotion-related information at such places within the Franchised Business premises as we may designate. You must purchase and distribute all coupons, clothing, toys, and other collateral merchandise (and only the coupons, clothing, toys, and collateral merchandise) we designate for use in connection with each such program or promotion.

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

You must focus your marketing activities within your Protected Area. You may engage in direct marketing activities in the Protected Area (even if it is overlapping with another franchisee's protected area) and may engage in direct marketing activities outside your Protected Area, so long as the activities are not conducted in another franchisee's or licensee's protected area. For clarity, the term "direct marketing activities" include personal solicitations, direct mailings, sporting events sponsorships and advertising, and school event sponsorships and advertising. The term "direct marketing activities" does not include and, therefore, does not apply to web site advertising or your right to send targeted emails or text messages to your existing customers. We may develop policies and procedures that apply to all types of advertising and marketing efforts, including social media advertising, and you must comply with all policies and procedures that we develop. Except as described in this Item, you are not limited in the type of customers to whom you may sell approved products or services.

## ITEM 17
## RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

**Franchise Agreement**

| Provision | Section in agreement | Summary |
|---|---|---|
| a. Length of the franchise term | Section 2.A of the Franchise Agreement | 10 years. |
| b. Renewal or extension of the term | Section 2.B of the Franchise Agreement | If you are in good standing you may elect to continue operating the franchise for up to three additional 10-year successor terms. You must pay us a renewal fee equal to 50% of our then-current initial franchise fee plus reimbursement of our legal and professional expenses. |
| c. Requirements for franchisee to renew or extend | Section 2.B of the Franchise Agreement | Provide notice; may not be in default of the Franchise Agreement or any other agreement; must renovate and modernize the Franchised Business premises to conform to our then-current image; you and employees must be in compliance with our then-current training requirements; you must have the right to possess the Franchised Business premises or have secured a substitute location; you and all guarantors must sign a release; must have operated substantially in accordance with the Franchise Agreement throughout the term. If we permit you to renew, you must sign our then-current form of franchise agreement, which may be materially different than the current form and may reflect different royalty fee and advertising obligations. |
| d. Termination by franchisee | No provision | Not applicable. |
| e. Termination by franchisor without cause | No provision | Not applicable. |
| f. Termination by franchisor with cause | Article 18 of the Franchise Agreement | We can terminate only if you are in default. |
| g. "Cause" defined – curable defaults | Section 18.C of the Franchise Agreement | Your failure to pay monies owed to us or to our affiliates; misuse of the Marks or our copyrighted works or other intellectual property not cured within five days after delivery of written notice; Franchised Business is cited for violation of health, sanitation or safety laws or regulations not cured within five days after receipt of citation; failure to comply with any other provision of the Franchise Agreement, except as described in h, below. |

| Provision | Section in agreement | Summary |
|---|---|---|
| h. "Cause" defined – non-curable defaults | Sections 18.A and 18.B of the Franchise Agreement | The Franchise Agreement will terminate automatically without notice and without an opportunity to cure upon the happening of certain bankruptcy or insolvency-related events, or upon foreclosure or lien against the assets of the Franchised Business.<br>We may terminate the Franchise Agreement without providing you an opportunity to cure if you fail to identify a site for the Franchised Business or to open the Franchised Business when required; you abandon the Franchised Business; you have made any false or misleading representations in your franchise application; you or any owner is convicted or pleads no contest to certain types of crimes; you or any owner violates confidentiality obligations; the Franchised Business fails quality assurance inspections; termination of any other franchise agreement between you or your affiliates and us; we deliver to you three or more notices of defaults during any rolling 24-month period, whether or not the defaults describes in the notices ultimately are cured. |
| i. Franchisee's obligations on termination/non-renewal | Article 5 of the Site Selection Agreement<br><br>Article 19 of the Franchise Agreement | Under the Site Selection Agreement, you must stop using and maintaining confidentiality of all confidential information; refrain from leasing or otherwise acquiring any real estate identified as a potentially suitable site for your franchise; refrain from diverting or attempting to divert prospective customers of ours to any Competitive Business (as defined in Attachment A to the Franchise Agreement in Exhibit E); and refrain from owning, maintaining, advising, operating, engaging in, and being employed by any Competitive Business.<br><br>Under the Franchise Agreement, obligations include ceasing to hold yourself out as a franchisee or former franchisee; canceling fictitious or assumed name; transferring the Franchised Business' telephone number to us; at our option, assigning us your interest in the lease for the Franchised Business premises; sell to us any of the Franchised Business' assets we elect to purchase; and comply with post term obligations (also see r, below). |
| j. Assignment of contract by franchisor | Section 6.1 of the Site Selection Agreement | No restriction on our right to assign our interest in the Site Selection Agreement and the Franchise Agreement, or to transfer any of our assets. |

| Provision | Section in agreement | Summary |
|---|---|---|
| | Section 17.A of the Franchise Agreement | |
| k. "Transfer" by franchisee – defined | Section 17.B of the Franchise Agreement | Includes transfer of Franchise Agreement, transfer of the assets of the Franchised Business, and ownership changes. |
| l. Franchisor approval of transfer by franchisee | Section 17.B of the Franchise Agreement | We have the right to approve all transfers but will not unreasonably withhold approval. |
| m. Conditions for franchisor approval of transfer | Section 17.B of the Franchise Agreement | We may condition approval on satisfaction of the following: all monetary obligations must be satisfied; you must be in full compliance with the Franchise Agreement and all other agreements; you and each owner must sign a release; the transferee must meet our criteria for new franchisees; the transferee must sign our then-current form of franchise agreement for the remainder of the franchise term left on your agreement; the transferee must agree to refurbish the Franchised Business premises; you must agree to remain liable for all pre-transfer obligations; the transferee must comply with our then-current training requirements; the economic terms of the transfer may not, in our opinion, materially and adversely affect the post transfer viability of the Franchised Business. |
| n. Franchisor's right of first refusal to acquire franchisee's business | Section 17.E of the Franchise Agreement | We may match any bona fide offer to purchase your business. |
| o. Franchisor's option to purchase franchisee's business | Section 17.H of the Franchise Agreement | Upon the happening of a "Triggering Event" (meaning termination or expiration of the franchise, notice to you that we intend to purchase all or substantially all of the franchises in the System, or the date of an initial public offering), we may purchase the assets of the Franchised Business for a purchase price equal to "Fair Market Value" of the assets, excluding goodwill or going concern value. |
| p. Death or disability of franchisee | Section 17.F of the Franchise Agreement | Transfer of interest to his or her spouse or third party within six months of death or incapacity, subject to our approval and right of first refusal. |
| q. Non-competition covenants during the term of the franchise | Section 5.4 of the Site Selection Agreement | Neither you nor any owner may be involved in any Competitive Business. |

| Provision | Section in agreement | Summary |
|---|---|---|
| | Article 14 of the Franchise Agreement | |
| r. Non-competition covenants after the franchise is terminated or expires | Section 5.4 of the Site Selection Agreement<br><br>Article 14 of the Franchise Agreement | For a two-year period following termination of the Site Selection Agreement, neither you nor any owner may divert or attempt to divert to any Competitive Business any of our prospective or present customers and you may not be involved with any Competitive Business.<br><br>For a two-year period following termination or expiration of the franchise, neither you nor any owner may be involved in any Competitive Business located *(1)* at the former Franchised Business location, *(2)* within the former Protected Area, or *(3)* within a 25-mile radius of any other URBAN AIR Adventure Park. |
| s. Modification of the agreement | Section 22.B of the Franchise Agreement | The Franchise Agreement may be modified only by a written document signed by both parties. |
| t. Integration/merger clause | Section 7.7 of the Site Selection Agreement<br><br>Section 22.A of the Franchise Agreement | The Site Selection Agreement and Franchise Agreement and their Attachments constitute the full and final agreement and are binding (subject to state law). Any other promises or statements may not be enforceable.<br>No claim made in any Site Selection Agreement of Franchise Agreement is intended to disclaim the express representations made in this disclosure document. |
| u. Dispute resolution by arbitration or mediation | No provision | Not applicable. |
| v. Choice of forum | Section 7.2 of the Site Selection Agreement<br><br>Section 23.B of the Franchise Agreement | Litigation must be instituted and maintained in the state or federal courts serving the district in which we maintain our principal headquarter at the time litigation is initiated (currently Tarrant County, Texas) (subject to applicable state law). |
| w. Choice of law | Section 7.2 of the Site Selection Agreement<br><br>Section 23.A of the Franchise Agreement | Texas law applies (subject to applicable state law). |

## Area Development Agreement

| Provision | Section in agreement | Summary |
|---|---|---|
| a. Length of the franchise term | Article 3 | The period beginning on the effective date and ending on the last day specified in the development schedule. |
| b. Renewal or extension of the term | Section 2.1 | If you are in good standing, you may apply for an extension for a period of not more than 180 days no later than 15 days before the expiration of your current development period. If we grant your extension, you must pay us an extension fee, equal to the Estimated Daily Rate, calculated as 1/30th of the average monthly Gross Sales for the top 10 Adventure Parks (but no less than $750, and no more than $950 day). |
| c. Requirements for franchisee to renew or extend | Section 2.1 | Timely apply for an extension in writing; may not be in default of the Area Development Agreement, Franchise Agreement, or any other agreement; pay us the extension fee; specifically identify the number of additional days you are requesting to extend (not to exceed 180 days). |
| d. Termination by franchisee | No provision | Not applicable. |
| e. Termination by franchisor without cause | No provision | Not applicable. |
| f. Termination by franchisor with cause | Article 8 | We can terminate if you materially default under your Area Development Agreement, an individual franchise agreement, or any other agreement between you or your affiliate and us. |
| g. "Cause" defined – curable defaults | Section 8.3 | You have 30 days to cure a failure to pay fees or to cure any other default of the Area Development Agreement, and in the case of a breach or default in the performance of your obligations under any franchise agreement or other agreement between you and us. |
| h. "Cause" defined – non-curable defaults | Sections 8.1, 8.2 | Non-curable defaults: unapproved transfers; failure to meet development obligation; any breach of confidentiality or unfair competition described in Article 12; bankruptcy, foreclosure, insolvency, conviction of a felony or any crime adversely affecting System, unapproved transfers, misrepresentations in your application, and/or we deliver to you three or more notices of defaults during any rolling 24-month period, whether or not the defaults describes in the notices ultimately are cured; termination of any other franchise agreement between you or your affiliates and us. |

| Provision | Section in agreement | Summary |
|---|---|---|
| i. Franchisee's obligations on termination/non-renewal | Articles 3 and 9 and Section 12.3 | You will have no right to develop or operate additional Adventure Parks which are not, at the time of termination, the subject of a then existing franchise agreement between you and us. You may continue to own and operate all Adventure Parks governed by then existing franchise agreements. |
| j. Assignment of contract by franchisor | Section 5.1 | No restrictions on our right to assign. |
| k. "Transfer" by franchisee – defined | Section 5.2 | Includes transfer of all of your rights and interests under the Area Development Agreement and under any and all franchise agreements with us and you, and changes in ownership in you or the entity which is a party to any agreements with us. |
| l. Franchisor approval of transfer by franchisee | Section 5.2 | Transfers require our prior written consent, which may be withheld for any reason, in our sole subjective judgment. |
| m. Conditions for franchisor approval of transfer | Section 5.2 | You may not transfer any franchise agreement signed under the Area Development Agreement except with our written consent and a simultaneous assignment of the Area Development Agreement and all of the franchise agreements signed under the Area Development Agreement to the same assignee. |
| n. Franchisor's right of first refusal to acquire franchisee's business | No provision | Not applicable. |
| o. Franchisor's option to purchase your business | No provision | Not applicable. |
| p. Death or disability of franchisee | No provision | Not applicable. |
| q. Non-competition covenants during the term of the franchise | Section 12.2 | Neither you nor your owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any similar business as an URBAN AIR Adventure Park, other than the one authorized in the Franchise Agreement, at any location within the U.S., its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks; no diversion of any present or prospective customer of |

| Provision | Section in agreement | Summary |
|---|---|---|
| | | ours to a competitor; no solicitation of ours or any of our Affiliate's management employees. |
| r. Non-competition covenants after the franchise is terminated or expires | Section 13.3 | Neither you nor your owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in any similar business as and URBAN AIR Adventure Park, other than the one authorized in the Franchise Agreement, at any location within the U.S., its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks; no diversion of any present or prospective customer of ours to a competitor; no solicitation of ours or any of our Affiliate's management employees for two years following expiration, termination, or transfer. |
| s. Modification of the agreement | Section 13.3 | Must be in writing and signed by all parties. |
| t. Integration/merger clause | Section 13.2 | Only the terms of the Area Development Agreement are binding. Any other promises or statements may not be enforceable. No claim made in the Area Development Agreement is intended to disclaim the express representations made in this disclosure document. |
| u. Dispute resolution by arbitration or mediation | Article 14 | Most claims must be mediated before trial. |
| v. Choice of forum | Section 13.11 | Litigation must be instituted and maintained in the state or federal courts serving the district in which we maintain our principal headquarter at the time litigation is initiated (currently Tarrant County, Texas) (subject to applicable state law). |
| w. Choice of law | Section 134.10 | Texas law applies (subject to applicable state law). |

## Development Agreement

| Provision | Section in agreement | Summary |
|---|---|---|
| a. Length of the franchise term | Article 3 | The period beginning on the effective date and ending on the earlier of: (i) 12:00 midnight CST on the last day specified in the development schedule, (ii) the opening date of the last Adventure Park specified in the development schedule, (iii) the day of an occurrence of a non-curable default, or (iv) the last day of any cure period following an event of default. |
| b. Renewal or extension of the term | Section 2.1 | If you are in good standing, you may apply for an extension for a period of not more than 180 days no later than 15 days before the expiration of your current development period. If we grant your extension, you must pay us an extension fee, equal to the Estimated Daily Rate, calculated as 1/30$^{th}$ of the average monthly Gross Sales for the top 10 Adventure Parks (but no less than $750, and no more than $950 day). |
| c. Requirements for franchisee to renew or extend | Section 2.1 | Timely apply for an extension in writing; may not be in default of the Development Agreement, Franchise Agreement, or any other agreement; pay us the extension fee; specifically identify the number of additional days you are requesting to extend (not to exceed 180 days). |
| d. Termination by franchisee | No provision | Not applicable. |
| e. Termination by franchisor without cause | No provision | Not applicable. |
| f. Termination by franchisor with cause | Article 8 | We can terminate if you materially default under your Development Agreement, an individual franchise agreement, or any other agreement between you or your affiliate and us. |
| g. "Cause" defined – curable defaults | Section 8.3 | You have 30 days to cure a failure to pay fees or to cure any other default of the Development Agreement, and in the case of a breach or default in the performance of your obligations under any franchise agreement or other agreement between you and us. |

| Provision | Section in agreement | Summary |
|---|---|---|
| h. "Cause" defined – non-curable defaults | Sections 8.1 and 8.2 | Non-curable defaults: unapproved transfers; failure to meet development obligation; any breach of confidentiality or unfair competition described in Article 12; bankruptcy, foreclosure, insolvency, conviction of a felony or any crime adversely affecting System, unapproved transfers, and/or we deliver to you three or more notices of defaults during any rolling 24-month period, whether or not the defaults describes in the notices ultimately are cured; termination of any other franchise agreement between you or your affiliates and us. |
| i. Franchisee's obligations on termination/non-renewal | Articles 3 and 9 and Section 12.3 | You will have no right to develop or operate additional Adventure Parks which are not, at the time of termination, the subject of a then existing franchise agreement between you and us. You may continue to own and operate all Franchised Businesses under then existing franchise agreements. |
| j. Assignment of contract by franchisor | Section 5.1 | No restrictions on our right to assign. |
| k. "Transfer" by franchisee – defined | Section 5.2 | Includes transfer of Development Agreement, changes in ownership of the entity which is a party to the Development Agreement and transfers of assets. No shares of a franchisee which is a business entity may be offered for sale through the public offering of securities, nor may any shares be offered by private offering without our prior written consent. |
| l. Franchisor approval of transfer by franchisee | Section 5.2 | Transfers require our prior written consent, which may be withheld for any reason, in our sole subjective judgment. |
| m. Conditions for franchisor approval of transfer | Section 5.2 | You may not transfer any franchise agreement signed under the Development Agreement except with our written consent and a simultaneous assignment of the Development Agreement and all of the franchise agreements signed under the Development Agreement to the same assignee. You must satisfy all outstanding monetary obligations, not be in default of any agreements with us, and must sign a general release. |
| n. Franchisor's right of first refusal to acquire franchisee's business | No provision | Not applicable. |

| Provision | Section in agreement | Summary |
|---|---|---|
| o. Franchisor's option to purchase your business | No provision | Not applicable. |
| p. Death or disability of franchisee | No provision | Not applicable. |
| q. Non-competition covenants during the term of the franchise | Section 12.2 | Neither you nor your owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any similar business as and URBAN AIR Adventure Park, other than the one authorized in the Franchise Agreement, at any location within the U.S., its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks; no diversion of any present or prospective customer of ours to a competitor; no solicitation of ours or any of our Affiliate's management employees. |
| r. Non-competition covenants after the franchise is terminated or expires | Section 12.3 | Neither you nor your owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in any similar business as an URBAN AIR Adventure Park, other than the one authorized in the Franchise Agreement, at any location within the U.S., its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks; no diversion of any present or prospective customer of ours to a competitor; no solicitation of ours or any of our Affiliate's management employees for two years following expiration, termination, or transfer. |
| s. Modification of the agreement | Section 13.3 | Must be in writing and signed by all parties. |
| t. Integration/merger clause | Section 13.2 | Only the terms of the Development Agreement are binding. Any other promises or statements may not be enforceable. No claim made in the Development Agreement is intended to disclaim the express representations made in this disclosure document. |
| u. Dispute resolution by arbitration or mediation | Article 14 | Most claims must be mediated before trial. |

| Provision | Section in agreement | Summary |
|---|---|---|
| v. Choice of forum | Section 13.11 | Litigation must be instituted and maintained in the state or federal courts serving the district in which we maintain our principal business address at the time litigation is initiated (currently Tarrant County, Texas) (subject to applicable state law). |
| w. Choice of law | Section 13.10 | Texas law applies (subject to applicable state law). |

## ITEM 18
## PUBLIC FIGURES

We do not currently use any public figure to promote the 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 location or under particular circumstances.

The following chart reflects both the actual and anticipated financial performance information for thirty (30) of the thirty-seven (37) URBAN AIR TRAMPOLINE AND ADVENTURE PARK facilities (32 franchised and five operated by us or our affiliate) that were open and operational as of December 31, 2017.

| | All Parks (30 Parks) | | | Adventure Parks (13 Parks) | | | Trampoline Parks (17 Parks) | | |
|---|---|---|---|---|---|---|---|---|---|
| | Revenue | EBITDA | EBITDA % | Revenue | EBITDA | EBITDA % | Revenue | EBITDA % | EBITDA % |
| Average | $2,272,066 | $731,982 | 29.6% | $3,091,045 | $1,120,403 | 34.6% | $1,645,789 | $434,954 | 25.7% |
| Median | 1,944,271 | 593,988 | 30.2% | 2,652,035 | 964,980 | 35.6% | 1,787,378 | 420,928 | 27.3% |
| Max | 5,567,907 | 2,731,791 | 49.1% | 5,567,907 | 2,731,791 | 49.1% | 2,462,761 | 758,102 | 40.6% |
| Min | 1,009,293 | (35,206) | (3.2%) | 1,911,600 | 443,180 | 20.3% | 1,009,293 | (35,206) | (3.2%) |

Note 1: On average, Adventure Parks have six months and Trampoline Parks have 11 months of data. Annualized Revenue and EBITDA are based upon parks open at least two full months. One park converted from a Trampoline Park to an Adventure Park in July 2017 and it is included as Trampoline Park through June 2017 and as an Adventure Park in August 2017+. Eight parks are not represented in this financial representation because Franchisor did not receive their financials or the Park was not open for at least two full months.

Note 2: We manage five Adventure Parks under a management agreement. The management agreement is an optional agreement entered into for managing the day-to-day operations of the franchise. Under the management agreements, these parks pay us an annual management fee, ranging from $65,600 to $120,000, which covers management personnel costs. If your franchise will be managed on-premises by a person with an ownership interest in the franchise, it will not pay a third-party management fee, but will compensate the owner for management services. Results will differ for a franchise who is an owner/operator. The gross revenue between these five (5) parks and the parks owned by the franchisees are substantially similar and are not materially different.

Note 3: "Revenue" is the total gross revenue reported for the months in operation during calendar year ended December 31, 2017.

Note 4: Revenue is affected by a number of factors including local demographics (including daytime and residential population and income levels), site characteristics (*i.e.*, visibility, traffic count, ease of ingress and egress, parking availability), seasonality, local competition, brand and product awareness in the geographic area in which the Franchised Business is located, and your individual marketing efforts.

Note 5: As describe in Item 1, a "Trampoline Park" has wall-to-wall trampolines, dodgeball courses, basketball goals, foam pits, and, in some cases, other limited attractions, and an "Adventure Park" has other attractions such as a climbing wall, pro zone, dropzone air bag, softplay, ropes course, warrior course, and Sky Rider®. Some, but not all Adventure Parks, also have go-karts, bumper cars, wipeout, and other similar attractions. A Trampoline Park also utilizes a time-based pricing model, whereas the pricing model for an Adventure Park utilizes access-based pricing and does not use time-based pricing. We are no longer offering franchises for Trampoline Parks.

Note 6: Management made reasonable and appropriate adjustments to financials reported by Franchisees to remove inconsistent benefits and expenses (discounted or free rent, owner distributions reported as salary, accrual of lump sum insurance expenses, etc.).

Written substantiation for this financial performance representation will be made available to prospective franchisees upon reasonable request. New franchisees are likely to realize financial results that are different from the financial information contained in this Item 19. Some franchises have earned these amounts. Your individual results may differ. There is no assurance that you will sell as much. We cannot estimate the results of any particular location or event. Other than the preceding financial performance representation, UATP Management, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Michael Browning, Jr., 317 S. Jenkins, Suite C Grapevine, Texas 76051 (800) 960-4778, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20
## OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1**
**System-Wide Outlet Summary**
**For Years 2015 to 2017**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2015 | 3 | 4 | +1 |
| | 2016 | 4 | 15 | +11 |
| | 2017 | 15 | 32 | +17 |
| Company Owned | 2015 | 3 | 3 | 0 |
| | 2016 | 3 | 5 | +2 |
| | 2017 | 5 | 5 | 0 |
| Total Outlets | 2015 | 6 | 7 | +1 |
| | 2016 | 7 | 20 | +13 |
| | 2017 | 20 | 37 | +17 |

**Table No. 2**
**Transfers of Outlets from Franchisee to New Owners (other than the Franchisor)**
**For years 2015 to 2017**

| State | Year | Number of Transfers |
|---|---|---|
| Texas | 2015 | 0 |
| | 2016 | 0 |
| | 2017 | 1 |
| Total | 2015 | 0 |
| | 2016 | 0 |
| | 2017 | 1 |

**Table No. 3**
**Status of Franchised Outlets[1]**
**For Years 2015 to 2017**

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations-Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| Alabama | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2017 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Arkansas | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2017 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Idaho | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2017 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Indiana | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2017 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| Kansas | 2015 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2016 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2017 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Maryland | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2017 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Maine | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2017 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Michigan | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2017 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Minnesota | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations-Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| | 2017 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Missouri | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2017 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Nebraska | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2017 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| New Jersey | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2017 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| North Carolina | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2017 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Oklahoma | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2017 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Pennsylvania | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2017 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| Tennessee | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2017 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Texas | 2015 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2016 | 2 | 6 | 0 | 0 | 0 | 0 | 8 |
| | 2017 | 8 | 4 | 0 | 0 | 0 | 0 | 12 |
| Total | 2015 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| | 2016 | 4 | 11 | 0 | 0 | 0 | 0 | 15 |
| | 2017 | 15 | 17 | 0 | 0 | 0 | 0 | 32 |

**Table No. 4**
**Status of Company Owned Outlets**
**For Years 2015 to 2017**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| Texas | 2015 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2016 | 3 | 2 | 0 | 0 | 0 | 5 |
| | 2017 | 5 | 0 | 0 | 0 | 0 | 5 |
| Total | 2015 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2016 | 3 | 2 | 0 | 0 | 0 | 5 |
| | 2017 | 5 | 0 | 0 | 0 | 0 | 5 |

**Table No. 5**
**Projected Openings**
**As of December 31, 2017**

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets In the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year |
|---|---|---|---|
| Alabama | 2 | 0 | 0 |
| Alaska | 0 | 0 | 0 |
| Arkansas | 0 | 3 | 0 |
| Arizona | 2 | 2 | 0 |
| California | 1 | 5 | 1 |
| Colorado | 3 | 4 | 0 |
| Connecticut | 1 | 1 | 0 |
| Delaware | 0 | 0 | 0 |
| Florida | 6 | 5 | 0 |
| Georgia | 3 | 2 | 0 |
| Hawaii | 0 | 0 | 0 |
| Idaho | 0 | 0 | 0 |
| Illinois | 3 | 3 | 0 |
| Indiana | 0 | 1 | 0 |
| Iowa | 0 | 0 | 0 |
| Kansas | 0 | 0 | 0 |
| Kentucky | 0 | 0 | 0 |
| Louisiana | 1 | 0 | 0 |
| Maine | 0 | 1 | 0 |
| Maryland | 2 | 3 | 0 |
| Massachusetts | 1 | 3 | 0 |
| Michigan | 1 | 2 | 0 |
| Minnesota | 0 | 2 | 0 |
| Missouri | 2 | 2 | 0 |
| Montana | 0 | 0 | 0 |
| Nebraska | 1 | 0 | 0 |
| Nevada | 1 | 1 | 0 |
| New Hampshire | 0 | 0 | 0 |
| New Jersey | 2 | 2 | 0 |
| New Mexico | 1 | 0 | 0 |
| New York | 1 | 2 | 0 |
| North Carolina | 0 | 1 | 0 |
| North Dakota | 0 | 0 | 0 |
| Ohio | 3 | 1 | 0 |
| Oklahoma | 4 | 0 | 0 |
| Oregon | 0 | 0 | 0 |
| Pennsylvania | 4 | 1 | 0 |
| Rhode Island | 0 | 0 | 0 |
| South Carolina | 0 | 1 | 0 |
| South Dakota | 0 | 0 | 0 |

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets In the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year |
|---|---|---|---|
| Tennessee | 2 | 2 | 0 |
| Texas | 22 | 5 | 1 |
| Utah | 1 | 4 | 0 |
| Vermont | 0 | 0 | 0 |
| Virginia | 0 | 5 | 0 |
| Washington | 0 | 0 | 0 |
| West Virginia | 0 | 0 | 0 |
| Wisconsin | 0 | 2 | 0 |
| Wyoming | 0 | 0 | 0 |
| Total | 70 | 66 | 2 |

See Exhibit L to this disclosure document for a list of our current franchisee locations and current affiliate-owned locations. Exhibit L also reflects franchisees, if any, who had a franchise agreement terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or has failed to communicate with us within ten weeks of the application date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed confidentiality clauses with any current or former franchisee. We are not aware of any trademark-specific franchisee organization associated with this franchise system.

## ITEM 21
## FINANCIAL STATEMENTS

Attached as Exhibit K are our audited balance sheets as of December 31, 2017, 2016, and 2015, and the related statements of income and changes in members' equity, and cash flows for the years then ended.

## ITEM 22
## CONTRACTS

Attached to this disclosure document are the following contracts:

| | |
|---|---|
| Exhibit D | Site Selection Agreement and Form of Lease Rider |
| Exhibit E | Franchise Agreement, Attachments, and State Specific Amendments |
| Exhibit F-1 | Area Development Agreement and Schedules |
| Exhibit F-2 | Development Agreement and Schedules |
| Exhibit G | Management Services Agreement |
| Exhibit I | Sample form of the General Release |
| Exhibit J | Sample form of the Promissory Note and Security Agreement, First Amendment to Franchise Agreement, Guaranty |

## ITEM 23
## RECEIPT

The last two pages of this disclosure document are detachable duplicate Receipts. Please sign and date both copies of the Receipt. Keep one signed copy of the Receipt for your file and return to us the other signed copy of the Receipt. The Receipt page also contains the names, addresses and telephone numbers of our franchise sellers or brokers.

## STATE SPECIFIC APPENDIX

## FOR THE STATE OF CALIFORNIA

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

The California Corporations Code, Section 31125, requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

Item 3 of the disclosure document is supplemented by the following:

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

Item 17 of the disclosure document is supplemented by the following:

> California Business and Professions Code, Sections 20000 through 20043 provides rights to the franchisee concerning transfer, termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
>
> You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
>
> The Franchise Agreement contains a covenant not to compete that extends beyond expiration or termination of the agreement. This provision may not be enforceable under California law.
>
> The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).
>
> The Franchise Agreement provides for mediation for certain disputes. The mediation will occur at Los Angeles, California with the costs and expenses, including the compensation and expenses of the mediator (but excluding attorneys' fees incurred by either party) will be borne equally by the parties.
>
> 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.
>
> While the earnings claims figures do reflect certain costs of goods sold, they do not reflect all operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.
>
> The indemnification provision in the Franchise Agreement may not be fully enforceable as to punitive damages under California law.

OUR WEBSITE CAN BE FOUND AT www.urbanairtrampolinepark.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS

OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

**FOR THE STATE OF ILLINOIS**

Item 17 is supplemented by the following:

Section 705/4 of the Illinois Franchise Disclosure Act of 1987 ("Act") provides that any provision in the Franchise Agreement that designates venue outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois; however, the Agreement may provide for arbitration in a forum outside of Illinois.

Notwithstanding the provisions of the Franchise Agreement that Texas law shall govern, Illinois law shall apply to and govern any claim between the parties under the Franchise Agreement that alleges violation of the Act.

The conditions under which your franchise can be terminated and your rights on renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

**FOR THE STATE OF MARYLAND**

Item 17 of the disclosure document is supplemented as follows:

The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.

Any provisions requiring you to sign a general release of claims against us, including upon renewal, transfer or any amendment of the Franchise Agreement, does not release any claim you may have 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 may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Nothing in this General Release attached as Exhibit I shall operate to release us from any liability under the Maryland Franchise Registration and Disclosure Law.

**FOR THE STATE OF MINNESOTA**

The following is added to the risk factors on the Cover Page:

PURSUANT TO MINN. STAT. §80C.21 AND MINN. RULE PART 2860.400J, SECTIONS 1 AND 2 ABOVE WILL NOT IN ANY WAY ABROGATE OR REDUCE YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES 1984, CHAPTER 80C, INCLUDING THE RIGHT TO SUBMIT MATTERS TO THE JURISDICTION OF THE COURTS OF MINNESOTA.

WE DO NOT OWN THE MARKS. HOWEVER, OUR AFFILIATE, UATP IP, LLC, HAS LICENSED THE USE OF THE MARKS TO US AS DISCLOSED IN ITEM 13 OF THIS FRANCHISE DISCLOSURE DOCUMENT.

The following supplements Item 6:

| | | | |
|---|---|---|---|
| Nonsufficient Funds Fee | $100 per occurrence, not to exceed maximum allowed by applicable law. Currently the State of Minnesota caps this fee at $30. | Upon demand | Payable only if there are insufficient funds in your account to process payment of fees due to us. |

The following sentence supplements Item 13:

Pursuant to Minnesota Stat. §80C.21, Subj. 1(g), we are required to protect any rights which you have to use our proprietary marks.

Item 17 of the Franchise Disclosure Document is supplemented by the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Any release as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

**FOR THE STATE OF NEW YORK**

1. The following information is added to the Cover Page of the Franchise Disclosure document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B 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, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHSIOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3, LITIGATION, the following is added at the end of Item 3:

With regard to the franchisor, its predecessor (if any), a person identified in item 2, or an affiliate offering franchises, under the franchisor's principal trademark, except as otherwise described in Item 3:

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 a or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of any 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. Item 4, BANKRUPTCY, the following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor (if any), officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 5, INITIAL FEES, the following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. Item 17, RENEWAL TERMINATION, TRANSFER AND DISPUTE RESOLUTION, the following is added to the end of the "Summary" sections of item 17(c), titled "**Requirements for franchisee to renew or extend**", and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. Item 17, RENEWAL TERMINATION, TRANSFER AND DISPUTE RESOLUTION, the following replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. Item 17, RENEWAL TERMINATION, TRANSFER AND DISPUTE RESOLUTION, the following is added to the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who, in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement.

8. Item 17, RENEWAL TERMINATION, TRANSFER AND DISPUTE RESOLUTION, the following is added to the "Summary" section of Item 17(v), titled "**Choice of forum franchisor**", and item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business law of the state of New York.

**FOR THE STATE OF VIRGINIA**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document for UATP Management, LLC is supplemented by the following:

> "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."

**FOR THE STATE OF WASHINGTON**

The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.

Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, rights or remedies under the Washington Franchise Investment Protection Act such as a right to a jury trial may not be enforceable.

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

**FOR THE STATE OF WISCONSIN**

ITEM 17 of the Disclosure Document is supplemented by the following:

- For franchisees subject to the Wisconsin Fair Dealership law, CH. 135, Stats., provisions in the Fair Dealership Law supersede any inconsistent provisions of the Franchise Agreement or a related contract.

**EXHIBIT A**
**TO URBAN AIR ADVENTURE PARK**
**FRANCHISE DISCLOSURE DOCUMENT**

**OPERATIONS MANUAL TABLE OF CONTENTS**

# Urban Air Adventure Parks – Operations Manual
## Table of Contents

**WELCOME FRANCHISEE** ..... **A-2**
**URBAN AIR ADVENTURE PARK MISSION STATEMENT** ..... **A-3**
**HISTORY OF URBAN AIR** ..... **A-4**

**SECTION A: INTRODUCTION** ..... **A-5**
SERVICES PROVIDED TO FRANCHISEES ..... A-6
Territorial Exclusivity ..... A-7
Selecting The Right Site ..... A-8
*Real Estate Guidelines* ..... A-14
Initial Training Program ..... A-17
*Initial Onsite Assistance* ..... A-18
*Ongoing Training And Support* ..... A-19
Urban Air Approved Vendor List ..... A-20
Ongoing Research and Development ..... A-23
FRANCHISEE RESPONSIBILITIES ..... A-24
*Responsibilities to Your Customers* ..... *A-25*
*Responsibilities to Your Staff* ..... *A-25*
*Responsibilities to Your Fellow Franchisees* ..... *A-25*
*Responsibilities to the Franchisor* ..... *A-26*
VISITS FROM THE CORPORATE OFFICE ..... A-27
PAYING OTHER FEES ..... A-29
Urban Air Call Center Pro-Rata Fees ..... A-30
Urban Air Other Fees ..... A-33

**SECTION B: PRE-OPENING PROCEDURES** ..... **B-2**
PRE-OPENING RESPONSIBILITIES ..... B-3
Pre-Opening Checklist ..... B-4
SITE SELECTION PROCESS ..... B-5
Example: Market Analysis Report ..... B-8
Gaining Site Approval ..... B-18
SETTING UP THE ENTERTAINMENT FACILITY ..... B-19
Building Out the Facility ..... B-20

# Urban Air Adventure Parks – Operations Manual
## Table of Contents


Construction Specifications ..... B-22
Selecting a Contractor ..... B-23
Park Design Criteria ..... B-26
Camera Angles ..... B-31
Required Equipment, Fixtures and Furnishings and Merchandise ..... B-32
Exterior and Interior Signage Requirements ..... B-33
INITIAL INVENTORY ..... B-50
REQUIRED UTILITIES AND SERVICES ..... B-53
SETTING UP BANK ACCOUNTS ..... B-55
SETTING UP INTERNAL SYSTEMS ..... B-58
SECURING REQUIRED INSURANCE ..... B-60
CONDUCTING YOUR GRAND OPENING ..... B-62
Selecting A Grand Opening Date ..... B-63
Soft Opening ..... B-64
Planning & Pre-Marketing The Facility ..... B-65
Grand Opening Specials / Promotions ..... B-68

**SECTION C: HUMAN RESOURCES ..... C-2**
PROFILE OF THE IDEAL URBAN AIR EMPLOYEE ..... C-3
JOB DESCRIPTIONS ..... C-7
General Manager Job Description ..... C-8
Party/Event Host Job Description ..... C-11
Front Desk Personnel Job Description ..... C-12
Court Technician Job Description ..... C-14
Court Monitor Job Description ..... C-15
Concession Operator Job Description ..... C-17
Fitness Instructor Job Description ..... C-18
RECRUITING EMPLOYEES ..... C-19
Recruiting Employees ..... C-20
Hiring for Positions of Urban Air ..... C-23
Exporting Applicants into Excel ..... C-24
HIRING PROCESS ..... C-27
Employment Offer Letter ..... C-28

# Urban Air Adventure Parks – Operations Manual
## Table of Contents


Notification and Authorization to Release Criminal ..... C-29
Trainertainment: Building Great Teams ..... C-31
COMPLETING NECESSARY PAPERWORK ..... C-32
Online Paperwork Requirements ..... C-33
Onboarding a New Employee ..... C-34
Setting Up New Employees in WhenToWork ..... C-35
TRAINING EMPLOYEES ..... C-37
On-Site Training ..... C-38
Party Host Training ..... C-41
Large Group Trainings ..... C-41
Ongoing Training ..... C-41
Trainertainment: Party Host Manual ..... C-42
PERSONNEL POLICIES ..... C-43
TIME TRACKING PROCEDURES ..... C-49
UNIFORM AND DRESS CODE ..... C-52
PERFORMANCE EVALUATIONS ..... C-54
EMPLOYEE DISCIPLINE ..... C-56
Employee Discipline Policy ..... C-57
Deactivating/Reactivating Employees in WhenToWork ..... C-61

**SECTION D: SALES PRODECURES** ..... D-2
HANDLING INQUIRIES ..... D-3
Handling Inquiries ..... D-4
Handling Objections ..... D-8
EXPLAINING URBAN AIR POLICIES ..... D-10
SELLING OPEN JUMP TICKETS ..... D-14
SELLING BIRTHDAY PARTIES ..... D-18
Trainertainment: The Birthday Party Revolution ..... D-19
Overview of the Birthday Party Offering ..... D-20
Guidelines for Booking Parties ..... D-23
Outbound Phone Script ..... D-24
FAQ's for Birthday Parties ..... D-25
How to Book A Birthday Party ..... D-30

# Urban Air Adventure Parks – Operations Manual
## Table of Contents


SELLING TEAM EVENTS ..... D-33
- Overview of the Team Event Offering ..... D-34
- Common Objections and How to Overcome Them ..... D-37
- How To Book and Run a Team Event ..... D-39

SELLING PRIVATE & SPECIAL EVENTS ..... D-42
- Private Park Pricing Guidelines ..... D-43
- Group Rate Pricing Guidelines ..... D-46
- Corporate Event Pricing Guidelines ..... D-48
- Special Event Pricing Spreadsheet ..... D-54
- How To Run Parent's Night Out ..... D-55
- How to Run a Spirit Night ..... D-57
- How to Run a Field Trip ..... D-58
- How to Run the Neon Paint Event ..... D-59
- Sample Script for Selling Events ..... D-61
- Follow up Procedures ..... D-62
- Typical Questions and Answers ..... D-63

SELLING FITNESS CLASSES ..... D-65
- Overview of Fitness Classes ..... D-66
- How to Check-In for Fitness Classes ..... D-69
- Urban Air Fitness #1 Workout ..... D-70
- Express Workout Sheet ..... D-79

**SECTION E: DAILY OPERATING PROCEDURES** ..... E-3

SUGGESTED HOURS OF OPERATIONS ..... E-4

DAILY PROCEDURES ..... E-6
- Manager's Opening Checklist ..... E-7
- On-going Procedures and Checklist ..... E-8
- Manager's Closing Checklist ..... E-9
- Closing Summary Sheet ..... E-10

CUSTOMER SERVICE PROCEDURES ..... E-11
- Customer Service Procedures ..... E-12
- Gift Card and Gift Certificates Statutes and Legislation ..... E-16
- Handling email customer complaints ..... E-17

# Urban Air Adventure Parks – Operations Manual

## Table of Contents

Handling Online Reviews ..... E-18
PRE-BIRTHDAY PARTY PROCEDURES ..... E-20
Pre-Birthday Party Procedures ..... E-21
Confirming "Online Booking Orders-Pending Review" in POS ..... E-22
How to Check for Last Minute Party Bookings ..... E-24
Calling Parties for the Upcoming Weekend ..... E-26
Party Block and Party Sheets ..... E-28
How to Fill Out Pizza Sheets ..... E-30
DAY OF BIRTHDAY PARTY PROCEDURES ..... E-31
Day of Birthday Party Procedures ..... E-32
Checking Out a Birthday Party ..... E-36
FRONT DESK PROCEDURES ..... E-38
Weekly Front Desk To-Do List ..... E-39
Money Handling at the Front Desk ..... E-40
How to Log into POS System ..... E-41
How to Ring up Transactions ..... E-43
How to Book A Birthday Party ..... E-46
How To Move a Party to a New Date And Time ..... E-47
Waiver System ..... E-48
Groupon Deals ..... E-49
How to Redeem a LocBox Gift Card ..... E-50
How to Load a Standard Yellow/Urbie Gift Card ..... E-51
COURT SAFETY PROCEDURES ..... E-52
Expectations of a Court Monitor ..... E-53
Wristband Call Off Scripts ..... E-69
How to Run Rock Climbing Center ..... E-70
How to Run Dodgeball ..... E-71
Court Safety ..... E-74
Court Inspection Reports ..... E-76
HANDLING INCIDENTS ..... E-77
Urban Air Incident Procedures ..... E-78
Completing an Incident Report ..... E-81
Required Certification ..... E-81
Injury Checklist ..... E-83

# Urban Air Adventure Parks – Operations Manual
## Table of Contents


First Aid Sheet ..... E-84
How to Back up a Video ..... E-85
SECURITY ISSUES ..... E-87

**SECTION F: MANAGING AN URBAN AIR ..... F-2**
MANAGING PERSONNEL ..... F-3
Motivating Employees ..... F-4
Communicating with Employees ..... F-5
Managing Staff ..... F-11
Manage the Schedule ..... F-12
Human Resources ..... F-13
SHIFT PLANNING OVERVIEW ..... F-18
Setting Up New Employees in WhenToWork ..... F-19
Efficient Schedule Strategies ..... F-23
Setting Up And Publishing A Schedule ..... F-28
Managing Trades ..... F-30
Managing Time-Off Requests ..... F-31
Time Clock Correction Sheets ..... F-32
PAYROLL PROCESSING ..... F-34
Connection Between WhenToWork & Alliance Payroll ..... F-35
Reviewing The Schedule ..... F-37
Exporting Hours From When To Work ..... F-38
Exporting Tips From Party Center Software ..... F-39
How To Process Payroll ..... F-40
MANAGING POINT OF SALE ..... F-41
How to Add a User to Point of Sale ..... F-42
How to Issue a Refund ..... F-44
MANAGING THE CUSTOMER EXPERIENCE ..... F-45
INVENTORY MANAGEMENT ..... F-50
How to Do Inventory ..... F-53
OPERATIONAL AND FINANCIAL REPORTING ..... F-55
LOSS PREVENTION ..... F-58
Loss Prevention Techniques ..... F-59

# Urban Air Adventure Parks – Operations Manual
## Table of Contents


Change Bag ..... F-60
Drawer Count Sheet ..... F-61
Urban Air Business Continuity Plan ..... F-62
Business Continuity Action Sheet ..... F-63
FRANCHISE REPORTING ..... F-64
Royalty Payment ..... F-65
Advertising Contributions ..... F-67
Required Weekly Reports ..... F-68
Financial Statements ..... F-69

**SECTION G: CLEANING AND MAINTENANCE** ..... G-1
CLEANING PROCEDURES ..... G-2
How to: Clean Pads ..... G-3
Sealed Air – Diversey Care Data Sheets ..... G-4
Cleaning Procedures ..... G-5
Tips to maintaining a clean restroom ..... G-8
Keystone Cleaning Procedures Guide ..... G-11
MAINTENANCE PROCEDURES ..... G-12
Maintenance Schedule ..... G-13
How to Change Out a Bed ..... G-14
How to Maintain the Basketball Rims and Netting ..... G-15

**SECTION H: MARKETING AND PROMOTION** ..... H-2
Moroch-2018 Base Planning Deck ..... H-3
Grand opening checklist: ..... H-4
Donation Guidelines ..... H-7
Spirit Nights ..... H-10
Typical Questions and Answers ..... H-14
Monthly Marketing To-Do's ..... H-17
Set Up Social Media Posts ..... H-18
Monthly To-Do Timeline ..... H-19
Determining What Works ..... H-20

**EXHIBIT B**
**TO URBAN AIR ADVENTURE PARK**
**FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF STATE ADMINISTRATORS**

| STATE | STATE ADMINISTRATOR |
|---|---|
| **CALIFORNIA** | Department of Business Oversight<br>320 West 4th Street, Suite 750<br>Los Angeles, California 90013<br>(213) 576-7505<br>(866) 275-2677 |
| **HAWAII** | Commissioner of Securities of the State of Hawaii<br>Department of Commerce and Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street<br>Honolulu, Hawaii 96813<br>(808) 586-2722 |
| **ILLINOIS** | Franchise Bureau<br>Office of the Attorney General<br>500 South Second Street<br>Springfield, Illinois 62706<br>(217) 782-4465 |
| **INDIANA** | Securities Commissioner<br>Indiana Securities Division<br>302 West Washington St., Room E-111<br>Indianapolis, Indiana 46204<br>(317) 232-6681 |
| **MARYLAND** | Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, Maryland 21202-2021<br>(410) 576-6360 |
| **MICHIGAN** | Michigan Department of Attorney General<br>Consumer Protection Division<br>Franchise Section<br>525 West Ottawa Street<br>G. Mennen Williams Building, 1st Floor<br>Lansing, Michigan 48909<br>(517) 373-1837 |
| **MINNESOTA** | Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, Minnesota 55101-2198<br>(651) 539-1600 |
| **NEW YORK** | New York State Department of Law<br>Bureau of Investor Protection and Securities<br>120 Broadway, 23rd Floor |

| STATE | STATE ADMINISTRATOR |
|---|---|
| | New York, New York 10271-0332<br>(212) 416-8000 |
| **NORTH DAKOTA** | North Dakota Securities Department<br>600 East Blvd. Avenue<br>State Capitol, Fifth Floor, Dept. 414<br>Bismarck, North Dakota 58505-0510<br>(701) 328-4712 |
| **RHODE ISLAND** | Securities Division<br>Department of Business Regulation<br>1511 Pontiac Avenue<br>John O. Pastore Complex – Building 69-1<br>Cranston, Rhode Island 02920<br>(401) 462-9585 |
| **SOUTH DAKOTA** | Division of Insurance<br>Securities Regulation<br>124 S. Euclid, Suite 104<br>Pierre, South Dakota 57501<br>(605) 773-4823 |
| **VIRGINIA** | State Corporation Commission<br>Division of Securities and Retail Franchising<br>1300 East Main Street, 9th Floor<br>Richmond, Virginia 23219<br>(804) 371-9051 |
| **WASHINGTON** | Department of Financial Institutions<br>Securities Division<br>150 Israel Road SW<br>Tumwater, Washington 98501<br>(360) 902-8760 |
| **WISCONSIN** | Securities and Franchise Registration<br>Wisconsin Securities Commission<br>345 West Washington Street, 4th Floor<br>Madison, Wisconsin 53703<br>(608) 266-3364 |

**EXHIBIT C**
**TO URBAN AIR ADVENTURE PARK**
**FRANCHISE DISCLOSURE DOCUMENT**

## LIST OF AGENTS FOR SERVICE OF PROCESS

**CALIFORNIA**
Department of Business Oversight
Division of Corporations
320 W. 4th Street, Suite 750
Los Angeles, California 90013

**ILLINOIS:**
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706

**INDIANA:**
Indiana Secretary of State
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204

**MARYLAND:**
Securities Commissioner
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

**MICHIGAN:**
Michigan Department of Attorney General
Consumer Protection Division
Franchise Section
525 W. Ottawa Street
G. Mennen Williams Bldg., 1st Floor
Lansing, Michigan 48913

**MINNESOTA**
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101

**NEW YORK**
New York Secretary of State
99 Washington Avenue
Albany, New York 12231

**TEXAS:**
Stephen Polozola
801 Cherry Street, Unit#46
Burnett Plaza, Suite 2000
Fort Worth, Texas 76102-6836

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

**WASHINGTON**
Department of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501

**WISCONSIN**
Administrator, Division of Securities
Department of Financial Institutions
345 West Washington Street, 4th Floor
Madison, Wisconsin 53703

**EXHIBIT D**
**TO URBAN AIR ADVENTURE PARK**
**FRANCHISE DISCLOSURE DOCUMENT**

# SITE SELECTION AGREEMENT AND FORM OF LEASE RIDER

# SITE SELECTION AGREEMENT

This SITE SELECTION AGREEMENT is entered into and effective as of this _____ day of _____, 20_____ ("Effective Date") by and between UATP Management, LLC, a Texas limited liability company, having its principal offices at 317 S. Jenkins St. Suite C Grapevine, TX 76051 ("Franchisor"), and _____, having a principal place of business at _____, _____ ("you").

## BACKGROUND:

A. Franchisor franchises the right to own and the opportunity to operate an URBAN AIR ADVENTURE PARK, which is a family entertainment facility that offers a wide variety of physical activities along its wall-to-wall trampoline areas, trampoline runway, foam pit, slam dunk track, and trampoline dodgeball arena.

B. You have applied for a franchise to operate an URBAN AIR ADVENTURE PARK in the Site Selection Area identified as _____, and Franchisor desires to grant you a franchise, based on the information contained in your franchise application.

C. Operating an URBAN AIR ADVENTURE PARK requires leasing at least 25,000 square feet of space, which the parties understand may not be available in the Site Selection Area, and Franchisor desires to provide certain assistance in connection with this search.

D. The parties are entering into this Agreement to govern their relationship during the real estate search, with the intention that, if and when an appropriate and desirable site is found, the parties will enter into a franchise agreement for an URBAN AIR ADVENTURE PARK, in the current registered form ("Franchise Agreement").

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

## ARTICLE 1
## Definitions

1.1 Capitalized words shall have the meanings ascribed to them in the body of this Agreement.

1.2 "Competitive Business" means any business or enterprise that engages in or grants franchises or licenses for the operation of an indoor or outdoor entertainment center, that hosts birthday parties or that offers any of the following attractions, whether individually, piecemeal, or collectively: trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zone, ropes courses, zip lines, Sky Rider® or similar attraction, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirley ball, mini golf, laser tag, trampoline volleyball, spin zone, or related activities.

## ARTICLE 2
## Site Selection Rights

2.1 Term. The term of this Agreement begins on the Effective Date and expires one-hundred twenty (120) days after the Effective Date. At your request and at Franchisor's sole discretion, Franchisor may grant an extension of up to sixty (60) days after the expiration of the Term. The term may be extended only by a written agreement signed by both parties. This Agreement will expire automatically upon execution of the Franchise Agreement by the parties. Expiration, nonrenewal, or termination of this agreement, for any reason, does not affect your obligations under Article 5 below. Franchisor retains the absolute right to terminate this Agreement for convenience, in which case it will refund the Site Selection Fee to you.

2.2 No License. This Agreement is not a franchise or license agreement and grants you no right to develop or operate an URBAN AIR ADVENTURE PARK. Such rights may only be granted by a franchise agreement. No territorial protection or exclusivity is granted by this Agreement.

## ARTICLE 3
## Fees

3.1 Site Selection Fee. Upon execution of this Agreement, you shall pay to Franchisor a Site Reservation Fee in the amount of $1,000USD (plus any wire transfer fees charged to Franchisor), which is fully earned upon payment.

## ARTICLE 4
## Site Selection

4.1 Franchise Site. For each proposed site that you identify, you must submit to Franchisor such information about the site as Franchisor may reasonably request to perform its evaluation. This information may include, among other things, a description of the proposed site, demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price, rental obligations and other lease terms for the proposed site) and the size, appearance, other physical characteristics and a site plan of the premises.

4.2 Assistance. To assist you with identifying and evaluating proposed sites for your URBAN AIR ADVENTURE PARK, Franchisor will make available to you its then-current site evaluation software. There is no charge to you for the first site you propose for the Franchised Business, but Franchisor may charge you its then-current Site Evaluation Fee for each additional proposed site, as published in the Manual from time-to-time. Franchisor will also make available to you site feasibility studies from its then-current architectural firm. There is no charge to you for the first site feasibility study, but Franchisor may charge you its then-current site feasibility fee for each additional proposed site, as published in the Manual from time-to-time. To the extent that Franchisor provides onsite evaluations, you must reimburse Franchisor for any out-of-pocket costs that it incurs in connection with performing the evaluation, such as travel, lodging, and dining expenses for each individual performing the evaluation.

4.3 Approval. Franchisor will approve or refuse to approve a proposed site within 14 days after the receipt of these documents and any additional information as Franchisor may reasonably require. Franchisor's failure to provide notification within this time period shall not be considered either approval or disapproval. To the extent that Franchisor provides onsite evaluations, you must reimburse Franchisor for any out of pocket costs that it incurs relating to performing the evaluation, such as travel, lodging, and dining expenses for each individual performing the evaluation.

4.4. Your Acknowledgments.

(a) The parties acknowledge and agree that Franchisor's approval of your proposed site DOES NOT AND WILL NOT constitute, directly or implicitly, an assurance that your URBAN AIR ADVENTURE PARK will achieve a certain sales volume or level of profitability; it means only that the proposed site meets Franchisor's minimum criteria. Franchisor assumes no liability or responsibility for: (1) evaluation of the site's soil for hazardous substances; (2) inspection of any structure for asbestos or other toxic or hazardous materials; (3) compliance with the Americans With Disabilities Act ("ADA"); or (4) compliance with any other applicable law. It is your sole responsibility to obtain satisfactory evidence and/or assurances that the site (and any structures thereon) is free from environmental contamination and is in compliance with the requirements of the ADA and other applicable laws.

(b) Franchisor's operational standards, specifications, policies, and procedures are communicated to URBAN AIR ADVENTURE PARK franchisees through Franchisor's confidential operations manual and other written directives (collectively, "Manual"). You acknowledge you are not a franchisee and that Franchisor may share only certain portions of the Manual with you to aid you in this search for a suitable site. You also acknowledge that only after entering into a Franchise Agreement and at the initial training session will you obtain the complete Manual and other confidential information.

(c) The parties acknowledge and agree that, after the Site Selection Agreement expires or is terminated, regardless of the reason (even if Franchisor and you sign a Franchise Agreement), Franchisor and its affiliates may engage, and allow others to engage, in any activities we desire within and outside the Site

Selection Area without any restrictions whatsoever, subject only to your rights under franchise agreements with Franchisor then in effect.

4.5 Approved Vendors. Franchisor has contracted with one or more national real estate brokerage companies (collectively, "Broker") to manage the site selection process and real estate search nationwide. In searching for real estate to lease or purchase for use as an Urban Air Adventure Park, you may use only the Broker approved by Franchisor and the local brokers designated by the Broker. The Broker(s) will engage local brokers to assist in various markets. If you wish to use a local broker other than those identified by the Broker, then you must submit a written request to Franchisor to use such local broker. Franchisor has the right to require, as a condition of its approval, that such local broker submit such information about itself as Franchisor may require. The decision on whether to approve such local broker shall rest with Franchisor in its sole and absolute discretion. If Franchisor fails to respond to your request to use a local broker within fourteen (14) days of Franchisor's receipt of such written request, then your request will be deemed denied. If your requested local broker is not approved, then you shall be required to use the local broker identified by the Broker.

4.6 Execution of Franchise Agreement. You shall sign and deliver to Franchisor the Franchise Agreement, and pay the initial franchise fee due thereunder, prior to signing a lease.

4.7 Franchisor's Approval of Lease Terms. Franchisor must approve the lease for the site before you sign it. Franchisor will not withhold approval arbitrarily, but may condition its approval on the lease containing any or all terms set forth in the Lease Rider attached hereto as Attachment A. You shall provide to Franchisor a fully executed copy of the lease within 10 days after its execution.

4.8 Acceptance of Lease; Countersignature of Franchise Agreement. Upon Franchisor's acceptance of your lease terms, Franchisor shall countersign the Franchise Agreement and accept payment of the initial franchise fee. You shall deliver to Franchisor a fully executed copy of your lease within five (5) days after receipt.

4.9 Your Acknowledgment. The parties acknowledge and agree that Franchisor's approval of a lease does not mean that the economic terms of the lease are favorable; it means only that the lease contains the lease terms that Franchisor requires.

## ARTICLE 5
## Confidentiality, Non-Circumvention, and Non-Competition

5.1 Confidential Information. You and your owners (if you are a business entity) acknowledge that, during the site selection process, you will receive some of Franchisor's proprietary, confidential, and trade secret information and business strategies, as well as market information concerning the availability of suitable real estate in the Site Selection Area, rental rates, and lease negotiation procedures and strategies (collectively, "Confidential Information").

5.2 Confidentiality and Use. You and your owners (if you are a business entity) agree to maintain the confidentiality of all Confidential Information, and to refrain from disclosing any Confidential Information to any third party. You and your owners (if you are a business entity) shall refrain from using any Confidential Information for any purpose other to search for suitable real estate for your URBAN AIR ADVENTURE PARK franchised business. The parties acknowledge and agree that your disclosure of Confidential Information to aid a Competitive Business would constitute an unfair method of competition.

5.3 Non-Circumvention. For a period of three (3) years from the Effective Date of this Agreement, you and your owners (if you are a business entity) shall refrain from leasing or otherwise acquiring any real estate identified as a potentially suitable site for your URBAN AIR ADVENTURE PARK. Specifically, but without limiting the generality of the foregoing, you and your owners shall refrain from acquiring, attempting to acquire, or assisting anyone else in acquiring, such real estate for purposes of operating a Competitive Business.

5.4 Covenant Not to Compete. Neither you nor any of your owners (if you are a business entity) may, directly or indirectly, for yourselves or through, on behalf of, or in conjunction with any person, or legal entity, at any time during the term of this Agreement, or at any time during the uninterrupted two-year period (which will be tolled during any period of noncompliance) after expiration or termination of this Agreement:

(a) Divert or attempt to divert any present or prospective customer of any URBAN AIR ADVENTURE PARK business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is harmful, injurious, or prejudicial to the goodwill associated with Franchisor or the URBAN AIR ADVENTURE PARK family of businesses; or

(b) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any direct or indirect interest in (as owner or otherwise) or relationship or association with, any Competitive Business.

5.5. Geographic Scope of Restriction. During the Term of this Agreement, the restrictions contained in Section 5.4(b) shall apply to any location within the United States, its territories or commonwealths, and any other country, province, state, or geographic area in which Franchisor, Franchisor's affiliates, or Franchisor's franchisees have operated or licensed others to operate an indoor or outdoor entertainment center or any related line of business; after expiration or termination of this Agreement, this restriction shall apply to any Competitive Business that is or is intended to be located within the Site Selection Area or within a 25-mile radius of URBAN AIR ADVENTURE PARK business then operating in existence or under development at the time.

5.6. Reformation. If all or any portion of any covenant contained in this Article 5 is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which Franchisor is a party, you and your owners (if you are a business entity) will be bound by any lesser covenant subsumed within the terms of such covenant which imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article 5. Notwithstanding the foregoing, Franchisor has the unilateral right, in its sole and absolute discretion, to reduce the scope of any covenant set forth in Section 5.4, or any portion thereof, which reduction will become effective immediately upon delivery of notice of the reduction.

5.7 Survival. This Article 5 shall survive termination or default of this Agreement.

## ARTICLE 6
## Assignment

6.1 Assignment by Franchisor. Franchisor may freely assign its rights and interest in this Agreement.

6.2 Assignment by You. The rights granted under this Agreement are personal to you and were granted in reliance on the information contained in your franchise application. Therefore, you may not assign your rights or interest in this Agreement without the prior written consent of Franchisor, which may be granted or withheld in Franchisor's discretion.

## ARTICLE 7
## General Provisions

7.1 Notices. Any notices contemplated or required under this Agreement shall be deemed effectively given when personally delivered or when received through certified mail posted to the addresses first listed above, unless other addresses have been designated by written notice in the manner prescribed by this Section 7.1.

7.2 Governing Law; Choice of Forum. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas without giving effect to any choice of law or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than the State of Texas. Any litigation arising out of or related to this Agreement, the offer and sale of the URBAN AIR franchise opportunity, or any other dispute between the parties shall be brought and maintained exclusively in a federal or state court serving the judicial district in which Franchisor's principal headquarters are located at the time litigation is commenced. You hereby irrevocably submit to the exclusive jurisdiction of such courts and specifically waive any objection you may have to either the jurisdiction or exclusive venue of such courts.

7.3 Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

7.4 Enforcement. The prevailing party (being defined as a party that is awarded actual relief in the form of damages, declaratory relief, or injunctive relief, as well as a party that successfully defends a legal action commenced against it) in any litigation will be entitled to recover from the non-prevailing party all costs and expenses, including attorneys' fees.

7.5 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall continue to remain valid and enforceable as though the invalid or unenforceable provision had not been included. If any provision is held invalid or unenforceable, then a suitable and equitable provision shall be substituted for the invalid provision to carry out so far as possible the intent and purpose of the invalid or unenforceable provision. If any provision of this Agreement is susceptible to more than one construction, only one of which would render the provision valid and enforceable, then the provision shall be given the meaning that renders it valid and enforceable.

7.6 Third party Beneficiaries. There are no intended third parties of this Agreement.

7.7 Entire Agreement. This Agreement (including its Attachments) constitutes the entire, fully integrated agreement between the parties regarding the subject matter of this Agreement. Nothing in this agreement or any related agreement is intended to disclaim the representation made in the Franchise Disclosure Document provided to you by Franchisor.

7.8 Limitation of Claims and Remedies. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL ANY DAMAGES, INCLUSIVE OF ATTORNEYS' FEES AND COURT COSTS, AWARDED TO YOU PURSUANT TO ANY CAUSE OF ACTION EXCEED THE SITE SELECTION FEE. FURTHER, YOU RELEASE FRANCHISOR FROM ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, LOSS OF USE, INCOME, OR BUSINESS OPPORTUNITY, FORESEEABLE OR NOT, ARISING OUT OF OR IN CONNECTION WITH ANY CAUSE OF ACTION THAT RELIES IN WHOLE OR IN PART ON THIS AGREEMENT AND YOU WAIVE THE REMEDIES OF SPECIFIC PERFORMANCE AND RESCISSION.**

**IN WITNESS WHEREOF**, the undersigned have duly executed this Site Selection Agreement to be effective on the date set forth above.

**UATP MANAGEMENT, LLC,**
a Texas limited liability company

By:_____
Michael O. Browning, Jr., CEO

_____
a _____ _____

By: _____
_____, its _____

**ATTACHMENT A**

**LEASE RIDER**

## LEASE RIDER

THIS AGREEMENT is made and entered into on _____, 20___, by and among UATP MANAGEMENT, LLC, having its principal offices at 317 S. Jenkins, Suite C Grapevine, Texas 76051 ("Franchisor"), _____ , having its principal offices at _____ ("Landlord"), and _____, having its principal offices at _____ , _____ ("Tenant").

## BACKGROUND

A. Landlord and Tenant have executed a lease agreement dated _____ ("Lease") for the premises located at _____ ("Leased Premises") for use by Tenant as a business to be opened pursuant to Franchisor's proprietary marks and system in connection with a Franchise Agreement dated _____ by and between Franchisor and Tenant ("Franchise Agreement");

B. A condition to the approval of Tenant's specific location by Franchisor is that the Lease for the Leased Premises designated for the operation of an URBAN AIR ADVENTURE PARK franchise facility ("Franchised Business") contain the agreements set forth herein;

C. Landlord acknowledges that Franchisor requires the modifications to the Lease set forth herein as a condition to its approving the Leased Premises as a site for the Franchised Business, and that Landlord agrees to modify and amend the Lease in accordance with the terms and conditions contained herein; and

D. According to Section 3.C of the Franchise Agreement, all rights, title and interest in and to the Lease must be assigned to Franchisor, at Franchisor's option, upon the termination of the Franchise Agreement;

## AGREEMENT

In consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Use Clause. The Leased Premises shall be used solely for the operation of an URBAN AIR ADVENTURE PARK Franchised Business and identified by the mark URBAN AIR ADVENTURE PARK or such other name as may be specified by Franchisor. Landlord acknowledges that such use shall not violate any then-existing exclusive rights granted to any existing tenant of Landlord. Landlord consents to Tenant's use of Franchisor's marks and signs, décor items, color schemes and related components of Franchisor's proprietary system. Landlord further acknowledges that during the term of this Lease or any extension thereof, Landlord will not lease space to another business operating an indoor or outdoor entertainment center, that hosts birthday parties, or that offers any of the following attractions, whether individually, piecemeal, or collectively: trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zones, rope courses, zip lines, Sky Rider® or similar attraction, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirley ball, mini golf, laser tag, trampoline volley ball, spin zone, or related activities within the same shopping center in which the Franchised Business is located.

2. Termination of the Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated for any reason during the term of the Lease or any extension thereof, Tenant, upon the written request of Franchisor, shall assign to Franchisor all of its rights, title and interest in and to the Lease, and Franchisor or any affiliate designated by Franchisor may agree to assume from the date of assignment all of Tenant's obligations remaining under the Lease, and may assume Tenant's occupancy rights, and the right to sublease the premises, for the remainder of the term of the Lease. If Franchisor elects to accept the assignment of the Lease from Tenant, it shall give Tenant and Landlord written notice of its election to acquire the leasehold interest. Landlord hereby consents to the assignment of the Lease from Tenant to Franchisor and shall not charge any fee or accelerate rent under the Lease. Alternatively, in the event of a termination of the Franchise Agreement, Franchisor may elect to enter

into a new lease with Landlord containing terms and conditions no less favorable than the Lease. Upon Landlord's receipt of written notice from Franchisor advising Landlord that Franchisor elects to enter into a new lease, Landlord shall execute and deliver such new lease to Franchisor for its acceptance. Landlord and Tenant shall deliver possession of the Leased Premises to Franchisor, free and clear of all rights of Tenant or third parties, subject to Franchisor executing an acceptance of the assignment of Lease or new lease, as the case may be.

3. Tenant's Agreement to Vacate Leased Premises. Tenant agrees to peaceably and promptly vacate the Leased Premises and, subject to Franchisor's right to acquire any such property pursuant to its Franchise Agreement with Tenant, to remove its personal property therefrom upon the termination of the Franchise Agreement. Any property not removed or otherwise disposed of by Tenant shall be deemed abandoned.

4. Delivery of Possession. If Landlord may not legally obtain possession of the Leased Premises or if Landlord is unable to deliver the Leased Premises to Franchisor within six (6) months from the date Franchisor notifies Landlord of its election to continue the use of the Leased Premises, then Franchisor shall have the right at any time thereafter to rescind its election to acquire a leasehold interest in the Leased Premises and to terminate the Lease or any new lease between it and Landlord for the Leased Premises, and Landlord shall release Franchisor from all of its obligations under the Lease or any new lease.

5. Entry. Franchisor may enter the Leased Premises without the consent of Landlord or Tenant to make any modification necessary to protect Franchisor's proprietary system or marks or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort.

6. Amendment of Lease. Landlord and Tenant agree not to amend the Lease in any respect, except with the prior written consent of Franchisor.

7. Franchisor Not a Guarantor. Landlord acknowledges and agrees that notwithstanding any terms or conditions contained in this Agreement or any other agreement, Franchisor shall in no way be construed as a guarantor or surety of Tenant's obligations under the Lease. Notwithstanding the foregoing, in the event Franchisor becomes the tenant by assignment of the Lease in accordance with the terms hereof or enters into a new lease with Landlord, then Franchisor shall be liable for all of the obligations of Tenant on its part to be performed or observed under the Lease or a new lease.

8. Document to Govern. The terms and conditions contained herein modify and supplement the Lease. Whenever any inconsistency or conflict exists between this Agreement and the Lease, the terms of this Agreement shall prevail.

9. Waiver. Failure of Franchisor to enforce or exercise any of its rights hereunder shall not constitute a waiver of the rights hereunder or a waiver of any subsequent enforcement or exercise of its rights hereunder.

10. Amendment of Agreement. This Agreement may be amended only in writing signed by all parties hereto.

11. Notices. Landlord shall mail to Franchisor copies of any letters and notices it gives to Tenant related to the Lease or the Leased Premises concurrently with giving such letters and notices to Tenant. If Tenant fails to cure any default within the period provided in the Lease, if any, Landlord shall give Franchisor immediate written notice of such failure to cure. All notices shall be delivered by certified mail at the addresses designated in the heading of this Agreement or to such other addresses as the parties hereto may, by written notice, designate.

12. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, successors, assigns and legal representatives.

13. Severability. If any provision of this Agreement or any part thereof is declared invalid by any court of competent jurisdiction, such act shall not affect the validity of this Agreement and the remainder of this Agreement shall remain in full force and effect according to the terms of the remaining provisions or

part of provisions hereof.

14. Remedies. The rights and remedies created herein shall be deemed cumulative and no one such right or remedy shall be exclusive at law or in equity of the rights and remedies which Franchisor may have under this or any other agreement to which Franchisor and Tenant are parties.

15. Attorneys' Fees. If any of the parties to this Agreement commences a legal action against another party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit; the term "prevailing party" means a party that is awarded actual relief in the form of damages, declaratory relief, or injunctive relief, as well as a party that successfully defends a legal action commenced against it.

16. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

17. Certain Acknowledgments. Landlord and Tenant acknowledge and agree that all interior and exterior signage and related items (collectively, "Leased/Licensed Assets") are the sole property of Franchisor. Tenant shall have no rights to pledge in any manner the Leased/Licensed Assets and Landlord shall have no rights to place any liens on or make any claims to the Leased/Licensed Assets.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Lease Rider to be effective on the day and year first written above.

**UATP MANAGEMENT, LLC**
a Texas limited liability company.

By: _____
MICHAEL BROWNING, JR., CEO

**LANDLORD NAME**

_____
a _____

By: _____
_____ (name)
_____ (title)

**TENANT NAME**

_____
a _____

By: _____
_____, its _____

**EXHIBIT E**
**TO URBAN AIR ADVENTURE PARK**
**FRANCHISE DISCLOSURE DOCUMENT**

# FRANCHISE AGREEMENT, ATTACHMENTS, AND STATE SPECIFIC AMENDMENTS

# URBAN AIR ADVENTURE PARK
# FRANCHISE AGREEMENT

**URBAN AIR ADVENTURE PARK**
**FRANCHISE AGREEMENT**

**SUMMARY PAGE**

| | |
|---|---|
| **EFFECTIVE DATE:** | |
| **EXPIRATION DATE:** | |
| **FRANCHISEE(S):** | |
| **ADDRESS FOR NOTICES:** | , |
| **TELEPHONE NUMBER:** | |
| **E-MAIL ADDRESS:** | |
| **FRANCHISOR:** | UATP MANAGEMENT, LLC |
| **ADDRESS FOR NOTICE:** | 317 South Jenkins, Suite C, Grapevine, Texas 76051 |
| **SITE SELECTION AREA:** | |
| **INITIAL FRANCHISE FEE:** | ☐ $50,000 ☐ $_____ |
| **ADMINISTRATIVE FEE:** | Pro-rata portion of call centers hourly rate plus a $5.00 commission for each birthday party booked through the call center. |
| **GRAND OPENING ADVERTISING AMOUNT:** | $15,000.00 |
| **MONTHLY ROYALTY FEE:** | 7% of monthly Gross Sales |
| **TRANSFER FEE:** | 50% of our then-current initial franchise fee if transferred to a new approved franchisee or 25% of our then-current initial franchise fee if transferred to an approved existing franchisee; plus reimbursement of legal and professional fees and cost incurred by Franchisor in connection with the transfer. |
| **RENEWAL FEE:** | 50% of our then-current initial franchise fee plus reimbursement of legal and professional fees and cost incurred by Franchisor in connection with the renewal (option of three, 10-year renewals). |
| **OPENING DATE:** | The earlier to occur of (a) 150 calendar days after the Effective Date, (b) three months after the lease for the Approved Location is signed for a pre-existing facility, or (c) 10 months after lease is signed or land is purchased for the Approved Location if new construction is involved. |
| **LOCAL MARKETING FEE:** | On a monthly basis, Franchisee shall spend a reasonable charge for marketing and promotional materials, but not less than 5% of Gross Sales. |
| **TECHNOLOGY FEE:** | .25% of monthly Gross Sales |

_____ _____
Franchisor Initial Franchisee Initial

**URBAN AIR ADVENTURE PARK**
**FRANCHISE AGREEMENT**

## TABLE OF CONTENTS


1. GRANT OF FRANCHISE ..... 1
   A. Grant ..... 1
   B. Protected Area ..... 2
2. TERM ..... 2
   A. Initial Term ..... 2
   B. Successor Term ..... 2
3. DEVELOPMENT PROCEDURES ..... 4
   A. Site Selection ..... 4
   B. Franchise Site Review ..... 4
   C. Lease Terms ..... 4
   D. Relocation ..... 5
4. DRAWINGS, CONSTRUCTION, AND RENOVATION ..... 5
   A. Specifications and Drawings ..... 5
   B. Commencement and Completion of Construction and Build Out ..... 5
   C. Acquisition of Necessary Furnishings, Fixtures and Equipment ..... 6
   D. Inspection; Cooperation ..... 6
   E. Final Inspection ..... 6
5. OPENING ..... 6
6. FEES ..... 7
   A. Initial Franchise Fee ..... 7
   B. Royalty Fee ..... 7
   C. Administrative Fee ..... 7
   D. Payment of Fees ..... 7
   E. Interest; Non-Sufficient Funds Charge ..... 8
   F. Partial Payments ..... 8
   G. Collection Costs and Expenses ..... 8
7. RECORDKEEPING AND REPORTS ..... 8
   A. Recordkeeping ..... 8
   B. Periodic Reports ..... 9
   C. Annual Reports ..... 9
   D. Other Reports ..... 9
   E. Audit Rights ..... 9
   F. Accounting Practices ..... 9
8. TRAINING AND ASSISTANCE ..... 10
   A. Training ..... 10
   B. Pre-Opening Assistance ..... 10
   C. Ongoing Assistance ..... 11

D. Conferences. ..... 11
9. MANUAL ..... 11
10. MODIFICATIONS OF THE SYSTEM ..... 11
11. PERFORMANCE REQUIREMENTS ..... 12
A. Best Efforts. ..... 12
B. Standards, Specifications and Procedures ..... 12
C. Approved Suppliers and Distributors. ..... 13
D. Authorized Products and Services. ..... 14
E. Computer Systems and Intranet/Extranet Systems. ..... 14
F. Non-Cash Payment Systems. ..... 15
G. Franchisor Inspections. ..... 15
H. Upkeep of the Franchised Business. ..... 16
I. Franchised Business Operations. ..... 16
J. Management and Personnel. ..... 16
K. Designated Manager. ..... 17
L. Signs and Logos. ..... 17
M. Entertainment Equipment. ..... 17
N. Compliance with Laws and Good Business Practices. ..... 17
O. Payment of Taxes and Other Indebtedness. ..... 18
12. ORGANIZATION OF THE FRANCHISEE ..... 18
A. Representations. ..... 18
B. Governing Documents. ..... 18
C. Ownership Interests. ..... 18
D. Restrictive Legend. ..... 19
E. Guarantees. ..... 19
13. PROPRIETARY MARKS AND COPYRIGHTED WORKS ..... 19
A. Acknowledgments. ..... 19
B. Modification of the Proprietary Marks and Copyrighted Works. ..... 19
C. Use of the Proprietary Marks and Copyrighted Works. ..... 19
D. Internet and Social Media Usage. ..... 20
E. Assignment of Rights. ..... 20
F. Infringement; Notice of Claims. ..... 20
G. Remedies and Enforcement. ..... 20
14. CONFIDENTIALITY OBLIGATIONS AND RESTRICTIVE COVENANTS ..... 21
A. Confidential Information. ..... 21
B. Covenants of the Franchisee. ..... 21
C. Covenants of the Franchisee's Owners. ..... 22
D. Reformation and Reduction of Scope of Covenants. ..... 23
E. Acknowledgments. ..... 23
F. No Undue Hardship. ..... 23
G. Injunctive Relief. ..... 23

15. BRAND DEVELOPMENT; MARKETING ..... 23
A. General Requirements. ..... 23
B. Grand Opening Advertising. ..... 24
C. Advertising Cooperatives. ..... 24
D. Restriction Against Internet Advertising. ..... 24
E. Loyalty Programs, Prize Promotions, and Promotional Literature ..... 25
16. INSURANCE ..... 25
A. Obligation to Maintain Insurance. ..... 25
B. Minimum Insurance Coverage ..... 25
C. Insurance Policy Requirements. ..... 26
D. Delivery of Certificate. ..... 27
E. Minimum Insurance Requirements Not a Representation of Adequacy ..... 27
F. Franchisor's Right to Procure Insurance. ..... 27
17. TRANSFER ..... 27
A. Transfer by Franchisor. ..... 27
B. Transfer by Franchisee. ..... 27
C. Security Interest. ..... 28
D. Public and Private Offerings. ..... 28
E. Right of First Refusal. ..... 29
F. Transfer Upon Death or Mental Incapacity. ..... 29
G. Non-Waiver of Claims. ..... 29
H. Franchisor's Right to Purchase Business. ..... 29
18. DEFAULT AND TERMINATION ..... 31
A. Automatic Termination. ..... 31
B. Termination without Opportunity to Cure. ..... 32
C. Termination with Opportunity to Cure. ..... 32
D. Other Remedies. ..... 33
E. Step-In Rights. ..... 33
19. OBLIGATIONS UPON EXPIRATION OR TERMINATION ..... 33
A. Expiration or Termination of Franchise. ..... 33
B. Franchisor's Option to Assume Lease and Purchase Assets. ..... 34
C. Compliance with Post Term Obligations. ..... 34
20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION ..... 35
A. Independent Contractor. ..... 35
B. Indemnification. ..... 35
21. NOTICES ..... 38
22. SEVERABILITY AND CONSTRUCTION ..... 38
A. Entire Agreement. ..... 38
B. Modification. ..... 38
C. Written Consent. ..... 38
D. No Waiver. ..... 38

E. Severability ..... 39
F. Captions and Headings; References to Gender; Counterparts. ..... 39
G. Persons Bound. ..... 39
H. Franchisor's Judgment. ..... 39
23. GOVERNING LAW AND FORUM SELECTION ..... 39
A. Governing Law. ..... 39
B. Jurisdiction and Venue. ..... 39
C. Remedy. ..... 40
D. Waiver of Jury Trial. ..... 40
E. Contractual Limitations Period. ..... 40
F. Waiver of Punitive Damages. ..... 40
G. Attorneys' Fees. ..... 40
24. ACKNOWLEDGMENTS ..... 40
A. Receipt of Disclosure Document. ..... 40
B. Receipt of Agreement. ..... 41
C. Independent Investigation. ..... 41
D. No Representations; No Reliance. ..... 41
E. No Financial Performance Representations; No Reliance. ..... 41
F. No Licensure Representations; No Reliance. ..... 42
G. Reasonable Restrictions. ..... 42

**STATE SPECIFIC AMENDMENT TO FRANCHISE AGREEMENT**

**ATTACHMENTS**

Attachment A Glossary of Additional Terms
Attachment B Approved Location and Protected Area
Attachment C Franchisee's Owners and Key Personnel
Attachment D Undertaking and Guaranty
Attachment E Confidentiality and Non-Competition Agreement
Attachment F Telephone Assignment Agreement
Attachment G Lease Rider

**URBAN AIR ADVENTURE PARK**
**FRANCHISE AGREEMENT**

This FRANCHISE AGREEMENT ("Agreement") is made and entered into on the Effective Date reflected in the Summary Page by and between UATP MANAGEMENT, LLC, a Texas limited liability company, with its principal business address at 317 S. Jenkins, Suite C, Grapevine, Texas 76051 ("we" or "Franchisor") and the Franchisee identified on the Summary Page ("you" or "Franchisee").

**BACKGROUND:**

A. Franchisor and its Affiliates have, as the result of the expenditure of time, skill, effort, and money, developed a distinctive business system relating to the development, establishment, and operation of adventure parks that serve as a venue for recreational activities, birthday parties, and other group events, and that feature wall-to-wall trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zone, ropes courses, zip lines, Sky Rider® indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirley ball, mini golf, laser tag, trampoline volleyball, spin zone, or related activities (each an " URBAN AIR Adventure Park" or "Adventure Park" or sometimes, when referring to the URBAN AIR Adventure Park governed by this Agreement, the "Franchised Business") under the name URBAN AIR ADVENTURE PARK ("Brand"), which are based on the Proprietary Products, Proprietary Marks, Indicia, and Standards ("System").

B. The distinguishing characteristics of the System include, without limitation, the services, products, and merchandise, which incorporate Franchisor's Proprietary Marks, trade secrets, and proprietary information ("Proprietary Products"); distinctive exterior and interior design, decor, color scheme, graphics, fixtures, and furnishings ("Indicia"); standards and specifications for products and supplies; service standards; uniform standards, specifications, and procedures for operations; procedures for inventory and management control; training and assistance; and advertising and promotional programs ("Standards"); all of which may be changed, improved, and further developed by Franchisor from time-to-time.

C. The System is identified and recognized by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the word mark "URBAN AIR ADVENTURE PARK" and the list of marks set forth in Attachment A to this Agreement, and such other trade names, service marks, trademarks, logos, emblems, and indicia of origin as Franchisor may hereafter designate in writing for use regarding the System ("Proprietary Marks"). Franchisor obtained from its Affiliate, UATP IP, LLC, the right to use and sublicense to others to use the Proprietary Products, Proprietary Marks, Indicia, Standards, and the System.

D. Franchisor and its Affiliates continue to develop, establish, use, and control the use of the Proprietary Products, Proprietary Marks, Indicia, Standards, and System to identify for the public the source of services and products marketed under this Agreement and under the System, and to represent the System's high standards of quality, appearance, and service.

E. You have applied for the right to operate an Adventure Park using the System and the Proprietary Products, Proprietary Marks, Indicia, and Standards, and Franchisor has approved your application in reliance on the representations contained therein, including those concerning your financial resources, your business experience and interests, and the way the Franchised Business will be owned and operated.

**AGREEMENT:**

IN CONSIDERATION OF the mutual promises contained in this Agreement, including the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## 1. GRANT OF FRANCHISE

### A. Grant.

Subject to the provisions of this Agreement, Franchisor hereby grants you the exclusive right ("Franchise") to continuously operate the Franchised Business at the Approved Location identified (or to be identified) in Attachment B to this Agreement and to use the Proprietary Marks in the operation and promotion

of the Franchised Business. You hereby undertake the obligation and agree to continually operate the Franchised Business during the term hereof and strictly according to the terms and conditions of this Agreement.

**B. Protected Area.**

During the initial term and all successor terms, and provided that you are in full compliance with this Agreement and all other agreements between you and Franchisor, Franchisor shall neither operate nor grant others the right to operate another Adventure Park in the Protected Area as described in Attachment B, except for "Special Venues" as described in this Section 1.B. The Protected Area may overlap with or be overlapped by the protected area of other franchisees, affiliates, or corporate stores so long as there are no other Adventure Parks in the area of overlap. If there are overlapping protected areas, neither you nor the overlapping franchisee, corporate store, or affiliate will be permitted to open another Adventure Park within the area of overlap.

Franchisor retains for itself and its Affiliates all other rights in and to the Proprietary Products, Proprietary Marks, Indicia, and System including, without limitation: (1) the right to own and operate and to grant others the right to own and operate URBAN AIR Adventure Parks any location outside the Protected Area, regardless of proximity to the Protected Area; and (2) the right to distribute any and all products and services and their components identified by the Proprietary Marks, including those used or sold in your Franchised Business, including, without limitation, proprietary merchandise (such as shirts, hats, jackets, etc.) and pre-packaged products, through alternative channels of distribution, including, without limitation, mail order, catalog sales, the Internet, World Wide Web or any other form of electronic commerce, or any other channel of distribution whatsoever except a Franchised Business, whether or not such sales occur within your Protected Area; you are not entitled to compensation for any such sales made in your Protected Area. Franchisor also may offer, grant and support franchises under any name other than URBAN AIR ADVENTURE PARK, whether or not in the same, similar, or different line of business as your Franchised Business.

A "Special Venue," for purposes of this Section 1.B is a venue that offers something less than the full slate of attractions typically offered in an URBAN AIR Adventure Park, e.g., a skydiving park or a go-kart park that includes limited additional attractions, under the URBAN AIR ADVENTURE PARK service mark or some other derivative of the Proprietary Marks.

Nothing in this Agreement prohibits or restricts Franchisor or its Affiliates from owning, acquiring, establishing, operating, or granting franchise rights for (1) one or more other businesses at any location outside of the Protected Area under a different trademark or service mark (i.e., a mark other than URBAN AIR), whether or not the business is the same as, similar to, or competitive with URBAN AIR Adventure Parks; or (2) one or more businesses featuring wall-to-wall trampolines, foam pits, and related activities under the name URBAN AIR ADVENTURE PARK or some derivative of the Proprietary Marks at any location outside of the Protected Area.

**2. TERM**

**A. Initial Term.**

The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and shall expire at midnight on the Expiration Date, unless this Agreement is terminated at an earlier date pursuant to any rights granted herein or as set forth in Section 18 of this Agreement.

**B. Successor Term.**

At the expiration of the Initial Term, you will have an option to remain a franchisee at the Approved Location for up to three additional, 10-year successor terms. You must give Franchisor written notice of whether you intend to exercise your successor term option no less than eight months, nor more than 12 months, before expiration of the then-current term. Failure to timely provide the required written notice constitutes a waiver of your option to remain a franchisee beyond the expiration of the then-current term. If you desire to exercise this option, you must comply with all of the following conditions prior to and at the end of the then-current term:

(1) You may not be in default under this Agreement or any other agreement between you and Franchisor or its Affiliates; you may not be in default beyond the applicable cure period of any real estate lease, equipment lease or financing instrument relating to the Franchised Business; you may not be in default beyond

the applicable cure period with any vendor or supplier to the Franchised Business; and, for the 12 months before the date of your notice and the 12 months before the expiration of the then-current term, you may not have been in default beyond the applicable cure period under this Agreement or any other agreements between you and Franchisor or its Affiliates;

(2) If reasonably deemed necessary by Franchisor, you must renovate and upgrade the Franchised Business premises and all fixtures, furniture, equipment, signage and graphics, at your expense, to reflect the then-current image of an URBAN AIR Adventure Park, which renovations may include structural changes, remodeling, redecoration, and modifications to existing improvements;

(3) You and your employees must be in compliance with Franchisor's then-current training requirements;

(4) You must have the right to remain in possession of the Franchised Business premises, or have secured other premises acceptable to Franchisor, for the renewal term and all monetary obligations owed to your landlord, if any, must be current;

(5) You and each Owner shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their respective past and present officers, directors, shareholders, agents, and employees, in their corporate and individual capacity, including, without limitation, claims arising under federal, state, or local laws, rules, or ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between you and Franchisor or its Affiliates and your operation of the Franchised Business and the offer and grant of the URBAN AIR ADVENTURE PARK franchise opportunity; and

(6) As determined by Franchisor in its sole discretion, you have operated the Franchised Business in accordance with this Agreement and with the System (as set forth in the Manual or otherwise and as revised from time-to-time by Franchisor) and that you have operated any other URBAN AIR Adventure Parks in which you have an interest in accordance with the applicable franchise agreement.

Within four months after Franchisor's receipt of written notice of your desire for a successor term, Franchisor shall advise you whether or not you are entitled to remain a franchisee for the successor term. If Franchisor intends to permit you to remain a franchisee for the successor term, Franchisor having no obligation to do so, the notice will contain preliminary information regarding the required renovations and modernizations described in Section 2.B(2), above. If Franchisor does not intend to permit you to remain a franchisee for the successor term, the notice shall specify the reasons for non-renewal. If Franchisor chooses not to permit you to remain a franchisee for the successor term, it shall have the right to unilaterally extend the then-current term of this Agreement as necessary to comply with applicable laws.

If you are granted successor term rights, Franchisor will deliver to you for execution a new franchise agreement at least one month prior to the expiration of the then-current term. The form of successor agreement shall be the form then in use by Franchisor for new URBAN AIR Adventure Park franchises (or, if Franchisor is not then granting franchises, then the form of agreement as specified by Franchisor), which may differ from this Agreement and may reflect, among other things, a different royalty fee and marketing obligations. Your Protected Area under the successor agreement will be the same as under this Agreement, and Franchisor will waive any initial franchise fee imposed under the successor agreement, but you must pay Franchisor the Renewal Fee set forth in the Summary Page.

You must execute the franchise agreement for the successor term and return the signed agreement and payment of the Renewal Fee to Franchisor prior to expiration of the then-current term. Failure to sign the franchise agreement, pay the Renewal Fee, and to return them to Franchisor within this time shall be deemed a waiver of your successor term option and result in termination of this Agreement and the franchise granted by this Agreement at the expiration of the then-current term. If you have complied timely with all conditions set forth in this Article 2, Franchisor shall execute the successor term franchise agreement and promptly return a fully executed copy to you.

Notwithstanding the foregoing in this Section 2.B, if Franchisor publicly announces a decision to terminate issuance of any new franchises or the renewal of existing franchises, then upon expiration of the then

current term, you shall not have the right to renew this Agreement, in which case and only in such case, the covenants of Section 14.B herein shall not apply.

## 3. DEVELOPMENT PROCEDURES

### A. Site Selection.

You must acquire an acceptable site for the Franchised Business (by purchase or lease) within 120 days after the Effective Date of this Agreement. The site must be located within the Site Selection Area identified in the Summary Page, must meet Franchisor's site selection Standards, and must be approved by Franchisor.

### B. Franchise Site Review.

For each proposed site that you identify, you must submit to Franchisor such information about the site as Franchisor may reasonably request to perform its evaluation. This information may include, among other things, a description of the proposed site, demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price, rental obligations and other lease terms for the proposed site) and the size, appearance, other physical characteristics and a site plan of the premises.

To assist you with identifying and evaluating proposed sites for the Franchised Business, Franchisor will make available to you its then-current site evaluation software. There is no charge to you for the first site you propose for the Franchised Business, but Franchisor may charge you its then-current Site Evaluation Fee for each additional proposed site, as published in the Manual from time-to-time. Franchisor will also make available to you site feasibility studies from its then-current architectural firm. There is no charge to you for the first site feasibility study, but Franchisor may charge you its then-current site feasibility fee for each additional proposed site, as published in the Manual from time-to-time. To the extent that Franchisor provides onsite evaluations, you must reimburse Franchisor for any out-of-pocket costs that it incurs in connection with performing the evaluation, such as travel, lodging, and dining expenses for each individual performing the evaluation.

Franchisor will approve or refuse to approve a proposed site within 14 days after the receipt of these documents and any additional information as Franchisor may reasonably require. Franchisor's failure to provide notification within this time shall not be considered either approval or disapproval.

**THE PARTIES ACKNOWLEDGE AND AGREE THAT FRANCHISOR'S APPROVAL OF YOUR PROPOSED SITE DOES NOT AND WILL NOT CONSTITUTE, DIRECTLY OR IMPLICITLY, AN ASSURANCE THAT THE FRANCHISED BUSINESS WILL ACHIEVE A CERTAIN SALES VOLUME OR LEVEL OF PROFITABILITY; IT MEANS ONLY THAT THE PROPOSED SITE MEETS FRANCHISOR'S MINIMUM CRITERIA. FRANCHISOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR: (1) EVALUATION OF THE FRANCHISE BUSINESS LOCATION'S SOIL FOR HAZARDOUS SUBSTANCES; (2) INSPECTION OF ANY STRUCTURE ON THE FRANCHISED BUSINESS LOCATION FOR ASBESTOS OR OTHER TOXIC OR HAZARDOUS MATERIALS; (3) COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT ("ADA"); OR (4) COMPLIANCE WITH ANY OTHER APPLICABLE LAW. IT IS YOUR SOLE RESPONSIBILITY TO OBTAIN SATISFACTORY EVIDENCE AND/OR ASSURANCES THAT THE FRANCHISED BUSINESS LOCATION (AND ANY STRUCTURES THEREON) IS FREE FROM ENVIRONMENTAL CONTAMINATION AND IS IN COMPLIANCE WITH THE REQUIREMENTS OF THE ADA AND OTHER APPLICABLE LAWS.**

### C. Lease Terms.

Franchisor must approve the Lease for the Franchised Business premises before you sign it. Franchisor will not withhold approval arbitrarily, but may condition its approval on the lease containing any or all of the terms set forth in the Lease Rider attached hereto as Attachment G. You shall provide to Franchisor a fully executed copy of the lease within ten (10) days after its execution. **THE PARTIES ACKNOWLEDGE AND AGREE THAT FRANCHISOR'S APPROVAL OF A LEASE DOES NOT MEAN THAT THE ECONOMIC TERMS OF THE LEASE ARE FAVORABLE; IT MEANS ONLY THAT THE LEASE**

**CONTAINS THE LEASE TERMS THAT FRANCHISOR REQUIRES.**

**D. Relocation.**

You may relocate the Franchised Business within the Protected Area, only with Franchisor's prior written consent. Franchisor will grant its consent if your lease expires or terminates through no fault of yours, or if the Franchised Business premises is destroyed or materially damaged by fire, flood, or other natural catastrophe ("Innocent Loss or Casualty") and you are not in default of this Agreement or any other agreement between you and Franchisor. Selection of the relocation site and Franchised Business construction, renovation, and opening shall be governed by Articles 3, 4, and 5 of this Agreement; provided that: (1) if the relocation occurred as a result of the loss of an Innocent Loss or Casualty, the Franchised Business must be open for business at the new location within 180 days of closing at the previous location; and (2) if the relocation occurred for any other reason, the Franchised Business must be open for business at the new location within thirty days of closing at the previous location. You are solely responsible for all relocation costs and expenses, including your payment of Franchisor's then-current Relocation Fee, as published in the Manual from time-to-time.

## 4. DRAWINGS, CONSTRUCTION, AND RENOVATION

**A. Specifications and Drawings.**

You assume all cost, liability, and expense for developing, constructing, and equipping the Franchised Business. Franchisor will furnish to you sample drawings and specifications for an URBAN AIR Adventure Park, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, storefront, signage, graphics, and color schemes. It is your responsibility to have prepared all required construction plans and specifications to suit the shape and dimensions of the Adventure Park, and you must ensure that these plans and specifications comply with applicable ordinances, building codes, and permit requirements, and with lease requirements and restrictions. You shall use only registered architects, registered engineers, and professional and licensed contractors, all or some of which Franchisor may specifically designate or approve from time-to-time in the Manual.

You shall submit proposed construction plans, specifications, and drawings for the Adventure Park ("Plans") to Franchisor and shall, upon Franchisor's request, submit all revised or "as built" Plans during such construction. Franchisor will approve or refuse to approve the Plans and notify you within thirty (30) days after receiving the Plans. Once Franchisor has approved the Plans, the Plans shall not be substantially changed without Franchisor's prior written approval, which shall not be withheld unreasonably. Franchisor shall approve or disapprove Plan changes within ten (10) business days after receipt. You may not begin site preparation or construction before Franchisor has approved the Plans. All construction must be in accordance with Plans approved by Franchisor and must comply in all respects with the Standards and with applicable laws, ordinances, local rules, and regulations.

**B. Commencement and Completion of Construction and Build Out.**

Construction shall be performed or supervised by a general contractor or construction manager of your choice, subject to the requirements of Section 4.A, above. Once construction has commenced, it shall continue uninterrupted (except for interruption by reason of events constituting Force Majeure) until completed. "Force Majeure" means any act of God, strike, lock-out, or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire, or other catastrophe, act of any government or other third party, and any other cause not within the control of the party affected thereby. If events constituting Force Majeure cause a delay in the commencement of the construction or build out of the Adventure Park, Franchisor shall proportionately extend the Opening Date for the Franchised Business. Notwithstanding the occurrence of any events, except events constituting Force Majeure, construction shall be completed, and the Franchised Business shall be furnished, equipped and shall otherwise be ready to open for business per this Agreement, no later than the Opening Date specified in the Summary Page ("Opening Date").

You agree, at your sole expense, to do or cause to be done the following, by the Opening Date:

(1) Obtain and maintain all required building, utility, sign, health, sanitation, business, and other permits and licenses applicable to the Franchised Business;

(2) Make all required improvements to the Franchised Business location and decorate the exterior and interior of the Adventure Park in compliance with the Plans approved by Franchisor;

(3) Purchase or lease and install all specified and required fixtures, equipment, furnishings, and interior and exterior signs required for the Franchised Business; and

(4) Purchase an opening inventory for the Franchised Business of only authorized and approved products and other materials and supplies.

**C. Acquisition of Necessary Furnishings, Fixtures and Equipment.**

You agree to use in the development and operation of the Franchised Business only the fixtures, furnishings, equipment, signs, and items of décor that Franchisor has approved as meeting its specifications and Standards for quality, design, appearance, function, and performance. You further agree to place or display at the Franchised Business location (interior and exterior) only those signs, emblems, lettering, logos, and display materials that Franchisor has approved in writing from time-to-time.

You shall purchase or lease approved brands, types, or models of fixtures, furnishings, equipment, and signs only from suppliers designated or approved by Franchisor. If you propose to purchase, lease or otherwise use any fixtures, furnishings, equipment, signs, or items of décor which have not been approved by Franchisor, you shall first notify Franchisor in writing and shall, at your sole expense, submit to Franchisor upon its request sufficient specifications, photographs, drawings, or other information or samples for a determination as to whether those fixtures, furnishings, equipment, or signs comply with Franchisor's specifications and Standards. Franchisor will, in its sole discretion, approve or disapprove the items and notify you within thirty (30) days after Franchisor receives the request.

**D. Inspection, Cooperation.**

During construction or renovation, you shall (and shall cause your architect, engineer, contractors, and subcontractors to) cooperate fully with Franchisor and its designees for the purpose of permitting Franchisor and its designees to inspect the Franchised Business location and the course of construction or renovation to determine whether construction or renovation is proceeding according to the Plans.

**E. Final Inspection.**

You shall notify Franchisor in writing at least 10 days prior to the date you expect construction or renovation to be completed and a certificate of occupancy to be issued. Upon Franchisor's request, you shall submit a copy of the certificate of occupancy to Franchisor. Franchisor reserves the right, after receiving your notice, to conduct a final inspection of the Franchised Business premises to determine your compliance with this Agreement. You shall not open the Franchised Business for business unless you have satisfied the conditions set forth in Article 5, below.

## 5. OPENING

**A. Opening Authorization.**

Franchisor will authorize the opening of the Franchised Business only after all of the following conditions have been fully satisfied:

(1) You are not in material default under this Agreement or any other agreements with Franchisor; you are not in default beyond the applicable cure period under any real estate lease, equipment lease, or financing instrument relating to the Franchised Business; and you are not in default beyond the applicable cure period with any vendor or supplier of the Franchised Business;

(2) You are current on all obligations due to Franchisor;

(3) Franchisor is satisfied that the Franchised Business was constructed and/or renovated substantially in accordance with approved Plans and with applicable federal, state, and local laws, regulations, and codes;

(4) If the Franchised Business location is leased, Franchisor has received a copy of the approved and fully executed lease;

(5) You have obtained a certificate of occupancy and any other required health, safety, or fire department certificates;

(6) You have certified to Franchisor in writing that the installation of all items of furnishings, fixtures, equipment, signs, computer terminals, and related equipment, supplies, and other items has been accomplished;

(7) Your Designated Manager has attended and successfully completed Franchisor's initial training program and your personnel have obtained all required safety training and certifications;

(8) Franchisor has determined that the Franchised Business has been constructed and/or renovated and equipped substantially in accordance with the requirements of this Agreement and that you have hired and trained personnel in accordance with the requirements of this Agreement; and

(9) Franchisor has been furnished copies of all insurance policies required by Article 16 of this Agreement, and all such insurance is in full force and effect.

## 6. FEES

### A. Initial Franchise Fee.

Upon execution of this Agreement, you shall pay Franchisor an Initial Franchise Fee in the amount specified in the Summary Page. The parties acknowledge and agree that the Initial Franchise Fee is fully earned by Franchisor when paid and is not refundable.

### B. Royalty Fee.

You shall pay to Franchisor a nonrefundable and continuing Royalty Fee in the amount specified in the Summary Page for the right to use the System and the Proprietary Marks at the Franchised Business location and in connection with the Franchised Business. If any taxes, fees, or assessments are imposed on Royalty Fee payments by reason of Franchisor's acting as franchisor or licensing the Proprietary Marks under this Agreement, you shall reimburse Franchisor the amount of those taxes, fees, or assessments within 30 days after receipt of an invoice from Franchisor.

### C. Administrative Fee.

You shall pay to Franchisor an administrative fee in the amount specified on the Summary Page for each party or event scheduled at your location by the Franchisor's national call center.

### D. Payment of Fees.

You must participate in Franchisor's then-current electronic funds transfer program authorizing Franchisor to utilize a pre-authorized bank draft system. All Royalty Fees and other amounts owed under this Agreement, including interest charges, are payable monthly and must be received by Franchisor or credited to Franchisor's account by pre-authorized bank debit before 5:00 p.m. on the date such payment is due, as specified in the Manuals (the "Due Date"). On each Due Date, Franchisor will transfer from your commercial bank operating account ("Account") the amount reported to Franchisor by you or as determined by Franchisor by the records contained in the cash registers/computer terminals of the Franchised Business. If you have not reported to Franchisor Gross Sales for any reporting period, Franchisor will transfer from the Account an amount calculated in accordance with its estimate of the Franchised Business' Gross Sales during the reporting period which estimate may be based on, among other things, historical financial performance of the Franchised Business or current and historical performance of other franchisees. If, at any time, Franchisor determines that you have underreported Gross Sales or underpaid the Royalty Fee or other amounts due to Franchisor under this Agreement, or any other agreement, Franchisor shall initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided in this Agreement. Any overpayment will be credited against future Royalty Fees and other payments due under this Agreement.

In connection with the payment by electronic funds transfer, you shall: (1) comply with procedures specified by Franchisor in the Manual or otherwise in writing; (2) perform those acts and sign and deliver those documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 6.D; (3) give Franchisor an authorization in the form designated by Franchisor to initiate debit entries and credit correction entries to the Account for payments of the Royalty Fee and other amounts payable under this Agreement, including any interest charges; and (4) make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for payment thereof.

Notwithstanding the provisions of this Section 6.D, Franchisor reserves the right to modify, at its option, the method by which you pay the Royalty Fee and other amounts owed under this Agreement, including interest charges, upon receipt of written notice by Franchisor. Your failure to have sufficient funds in the Account shall constitute a default of this Agreement pursuant to Article 18. You shall not be entitled to set off, deduct, or otherwise withhold any Royalty Fees, interest charges, or other monies payable to Franchisor under this Agreement on grounds of any alleged nonperformance by Franchisor of any of its obligations or for any other reason.

**E. Interest; Non-Sufficient Funds Charge.**

Any payments not received by the Due Date will accrue interest at the rate of 18% per annum or the highest lawful interest rate permitted by the jurisdiction in which the Franchised Business operates, whichever is less. If any check, draft, electronic or otherwise, is returned for nonsufficient funds, you shall pay to Franchisor a nonsufficient funds charge in an amount determined by Franchisor, but not to exceed $100 per transaction or the maximum allowed by applicable law and shall reimburse Franchisor for all expenses that it incurs on account of such nonsufficient funds.

**F. Partial Payments.**

No payment by you or acceptance by Franchisor of any monies under this Agreement for a lesser amount than due shall be treated as anything other than a partial payment on account. Your payments of a lesser amount than due with an endorsement, statement, or accompanying letter to the effect that payment of the lesser amount constitutes full payment shall be given no effect and Franchisor may accept the partial payments without prejudice to any rights or remedies it may have against you. Acceptance of payments by Franchisor other than as set forth in this Agreement or a waiver by Franchisor of any other remedies or rights available to it pursuant to this Agreement shall not constitute a waiver of Franchisor's right to demand payment in accordance with the requirements of this Agreement or a waiver by Franchisor of any other remedies or rights available to it pursuant to this Agreement or under applicable law. Notwithstanding any designation by you, Franchisor shall have the sole discretion to apply any payments by you to any of your past due indebtedness for Royalty Fees, purchases from Franchisor or its Affiliates, interest or any other indebtedness. Franchisor has the right to accept payment from any other entity as payment by you. Acceptance of that payment by Franchisor will not result in that other entity being substituted as franchisee under this Agreement.

**G. Collection Costs and Expenses.**

You agree to pay Franchisor on demand all costs and expenses incurred by Franchisor in enforcing the terms of this Agreement including, without limitation, collecting any monies that you owe to Franchisor. These costs and expenses include, without limitation, costs and commissions due a collection agency, reasonable attorneys' fees, costs incurred in creating or replicating reports demonstrating Gross Sales of the Franchised Business, court costs, expert witness fees, discovery costs, and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.

## 7. RECORDKEEPING AND REPORTS

**A. Recordkeeping.**

You agree to use computerized cash and data capture and retrieval systems that meet Franchisor's specifications and to record Franchised Business sales electronically or on tape for all sales at or from the Franchised Business premises. You shall keep and maintain, in accordance with any procedures set forth in the Manual, complete and accurate books and records pertaining to the Franchised Business in the format and using

the accounting software that Franchisor requires. Your books and records shall be kept and maintained using generally accepted accounting principles ("GAAP"). You shall preserve all of your books, records, and state and federal tax returns for at least five years after the later of preparation or filing (or such longer period as may be required by any governmental entity) and make them available and provide duplicate copies to Franchisor within five days after Franchisor's written request.

**B. Periodic Reports.**

At Franchisor's request, you shall, at your expense, submit to Franchisor in the form prescribed by Franchisor a monthly profit and loss statement and balance sheet (both of which may be unaudited). Each statement and balance sheet shall be signed by you, your treasurer, or chief financial officer attesting that it is true, correct, and complete and uses accounting principles applied on a consistent basis which accurately and completely reflects the financial condition of the Franchised Business during the period covered.

**C. Annual Reports.**

You shall, at your expense, submit to Franchisor no later than April 15th of each year, in the form prescribed by Franchisor, an annual profit and loss statement and balance sheet reviewed by a certified public accountant. The statement and balance sheet shall be signed by you, your treasurer, or chief financial officer attesting that it is true, correct, and complete, and uses accounting principles applied on a consistent basis which accurately and completely reflects the financial condition of the Franchised Business during the period covered. Franchisor also shall have the right, in its reasonable discretion, to require that you, at your expense, submit financial statements that have been reviewed by a certified public accounting firm acceptable to Franchisor for any period or periods of a fiscal year.

**D. Other Reports.**

You shall submit to Franchisor, for review or auditing, such other forms, reports, records, information, and data as Franchisor may reasonably designate, in the form and at times and places reasonably required by Franchisor, upon request and as specified from time-to-time in the Manual or otherwise in writing. At Franchisor's request, you shall furnish to Franchisor a copy of all federal and state income tax returns reflecting revenue derived from the operation of the Franchised Business, and copies of all sales tax returns, filed with the appropriate taxing authorities.

**E. Audit Rights.**

Franchisor or its designee shall have the right at all reasonable times, both during and after the term of this Agreement, to inspect, copy, and audit your books, records, and federal, state, and local tax returns, sales tax returns and such other forms, reports, information, and data as Franchisor reasonably may designate, applicable to the operation of the Franchised Business. If an inspection or audit discloses an understatement of Gross Sales, you shall pay Franchisor, within 10 days after receipt of the inspection or audit report, the deficiency in the Royalty Fees plus interest (at the rate and on the terms provided in Section 6.E) from the date originally due until the date of payment. If an inspection or audit is made necessary by your failure to furnish reports or supporting records as required under this Agreement, or to furnish such reports, records, or information on a timely basis, or if an understatement of Gross Sales for the period of any inspection or audit is determined to be greater than 2%, you also shall reimburse Franchisor for the reasonable cost of the inspection or audit including, without limitation, the charges of attorneys and independent accountants, and the travel expenses, room, board, and compensation of Franchisor's employees or designees involved in the inspection or audit. These remedies shall be in addition to all other remedies and rights available to Franchisor under this Agreement and applicable law.

**F. Accounting Practices.**

If you fail to comply with any of the reporting requirements described in this Article 7 then Franchisor may require you to engage a bookkeeping service provider, designated or approved by Franchisor, to provide bookkeeping services for the Franchised Business for such period of time that Franchisor deems appropriate, in its sole discretion.

## 8. TRAINING AND ASSISTANCE

### A. Training.

Franchisor will provide an initial training program at its headquarters or such other location as Franchisor may designate. Your Designated Manager and such other of your employees as Franchisor may reasonably require must attend and successfully complete the initial training program before the Franchised Business may open for business. There is no charge for up to two individuals to attend the initial training program. At your request, Franchisor may permit additional individuals to attend the same training program, subject to space availability and payment of Franchisor's then-current training fee as published in the Manual from time-to-time.

Your Designated Manager and other Franchised Business personnel shall attend and successfully complete to Franchisor's satisfaction all safety training courses and programs that Franchisor requires from time-to-time, including, without limitation, all training that may be required by the state or local municipality where your Franchised Business is located, and shall maintain such certifications at all times throughout the term of this Agreement. Franchisor may charge, and you agree to pay, a reasonable tuition for all courses and programs that it provides plus, when applicable, reimbursement of Franchisor's out of pocket costs it incurs in connection with providing such training, including travel, lodging, and dining costs for the individual(s) providing such training.

Your Designated Manager shall be responsible for training your employees in all aspects of Franchised Business operations. Franchisor may, in its sole discretion, develop training and certification programs for your employees. Your Designated Manager shall become familiar with these programs and shall implement and provide instruction and training to your Franchised Business employees.

Franchisor may, in its sole discretion, require your Designated Manager and other of your employees to attend and complete, to Franchisor's satisfaction, such other additional and remedial training as Franchisor may from time-to-time reasonably deem necessary. By way of example and not limitation, remedial training may be required if you repeatedly fail to comply with the quality and service standards set forth in the Manual, fail to comply with reporting requirements of this Agreement, experience excessive personnel problems, or receive significant customer complaints. Franchisor may charge, and you agree to pay, a reasonable fee for each day of additional and/or remedial training provided plus, when applicable, reimbursement of Franchisor's out of pocket costs it incurs in connection with providing such training, including travel, lodging, and dining costs for the individual(s) providing such assistance.

You are responsible for all costs and expenses of complying with Franchisor's training and certification requirements including, without limitation, tuition, fees, and registration costs, as well as salary, travel, lodging, and dining costs for all employees who participate in the training.

### B. Pre-Opening Assistance.

Franchisor will provide consultation and advice to you, as Franchisor deems appropriate, regarding the development and operation of the Franchised Business, building layout, furnishings, fixtures, and equipment plans and specifications, employee recruiting, selection and training, purchasing and inventory control, and such other matters as Franchisor deems appropriate. If this Agreement is being signed in conjunction with your first Franchised Business, Franchisor will make available one member of Franchisor's training staff to provide you two to three days of on-site Franchised Business opening assistance. There is no additional fee for such assistance for your first Franchised Business; but if such assistance is given with respect to your second or subsequent Franchised Business(es), Franchisor may charge, and you agree to pay, reimbursement of Franchisor's out of pocket costs it incurs in connection with providing such on-site opening assistance, including travel, lodging, and dining costs for the trainer providing such assistance. At your request, or if Franchisor deems necessary, Franchisor will provide additional members of its training staff to provide on-site opening assistance, subject to availability of personnel; in such event, Franchisor may charge, and you agree to pay, a reasonable fee for each additional trainer plus, when applicable, reimbursement of Franchisor's out of pocket costs it incurs in connection with providing such on-site opening assistance, including travel, lodging, and dining costs for the trainer(s) providing such assistance.

**C. Ongoing Assistance.**

Franchisor periodically, as it deems appropriate, will advise and consult with you regarding the operation of your Franchised Business, and provide to you its knowledge and expertise regarding the System and pertinent new developments, techniques, and improvements in the areas of management, sales promotion, service concepts, and other areas. Franchisor may provide these services through visits by Franchisor's representatives to the Franchised Business, the distribution of printed or filmed material, or electronic information, meetings, or seminars, telephone communications, email communications, or other communications.

**D. Conferences.**

Franchisor may, in its sole discretion, conduct from time-to-time conferences to discuss System developments including operational efficiency, personnel training, bookkeeping, accounting, inventory control, performance standards, advertising programs, merchandising procedures, and such other matters as Franchisor may identify in its sole discretion. Attendance at such conferences may be made mandatory by Franchisor, in which event your Designated Manager will be required to attend. You are responsible for all costs and expenses associated with attendance including, without limitation, salary, travel, lodging, and dining costs for conference attendees.

## 9. MANUAL

Franchisor will loan you one copy of the Manual, which may take the form of one or more of the following: one or more loose-leaf or bound volumes; bulletins; notices; videos; CD-ROMS or other electronic media; online postings; e-mail or electronic communications; facsimiles; or, any other medium capable of conveying the Manual's contents. Franchisor may supplement, amend, or modify the Manual from time-to-time by letter, electronic mail, bulletin, CD, DVD, MP3, or other communications concerning the System to reflect changes in the image, specifications, and standards relating to developing, equipping, furnishing, and operating an URBAN AIR Adventure Park, all of which will be considered a part of the Manual and will, upon delivery to you, become binding on you as if originally set forth in the Manual or in this Agreement. You must keep your copy of the Manual current and up-to-date with all additions and deletions provided by or on behalf of Franchisor and you must purchase whatever equipment and related services (including, without limitation, a CD/DVD player, or MP3 player, computer system, internet service, dedicated phone line, facsimile machine, etc.) as may be necessary to receive these communications. If a dispute relating to the contents of the Manual develops, the master copy maintained by Franchisor at its principal offices shall control. The Manual is material because it will affect the way you operate your Franchised Business.

The Manual contains detailed standards, specifications, instructions, requirements, methods, and procedures for management and operation of the Franchised Business. The Manual may also contain information relating to the selection, purchase, storage, preparation, packaging, service, and sale of all products, and merchandise sold at your Franchised Business; management and employee training; marketing, advertising, and sales promotions; maintenance and repair of the Franchised Business premises; employee dress attire and appearance standards; graphics; and accounting, bookkeeping, records retention, and other business systems, procedures, and operations. You agree to at all times operate your Franchised Business in strict compliance with the Manual (as supplemented, amended, or modified by Franchisor from time-to-time), to maintain the Manual at the Franchised Business, to not reproduce the Manual or any part of it, to treat the Manual as strictly confidential and proprietary, and to disclose the contents of the Manual only to those employees who have a need to know.

Upon termination or expiration of this Agreement, you shall immediately return the Manual without retaining any copies thereof. If you lose or misplace the Manuals, Franchisor may impose a replacement fee which will not exceed $500 for each volume of the replacement Manual.

## 10. MODIFICATIONS OF THE SYSTEM

Franchisor may, in its sole discretion, change or modify from time-to-time the System, any components of this System, and the requirements applicable to you by means of supplements or amendments to the Manual, including, but not limited to, modifications to the Manual, the required equipment and attractions, the signage,

the building and premises of the Franchised Business (including the trade dress, décor, and color schemes), the presentation of the Proprietary Marks, and other characteristics to which you are required to adhere (subject to the limitations set forth in this Agreement); adoptions of new administrative forms and methods of report and of payment of any monies owed by Franchisee (including electronic means of reporting and payment); alterations of the products, services, programs, methods, standards, accounting and computer systems, forms, policies and procedures of the System; and additions to, deletions from, or modifications to the products and services which your Franchised Business is authorized or required to offer; and additions, changes, improvements, modifications, substitutions to, of, from, or for the Proprietary Marks or copyrighted materials. You must accept and implement at the Franchised Business any such changes or modifications in the System as if they were a part of the System at the time you executed this Agreement, and you must make such expenditures as the changes or modifications in the System reasonably require.

Because enhancing the Brand's competitive position and consumer acceptance for the Brand's products and services is a paramount goal of Franchisor and its franchisees, and because this objective is consistent with the long-term interest of the System overall, Franchisor may exercise certain rights, to the fullest extent permitted by then-applicable law, with respect to pricing of products and services, including, but not limited to, establishing the maximum and minimum retail prices which you may charge customers for the products and services offered and sold at your Franchised Business; recommending retail prices; advertising specific retail prices for some or all products or services sold at your Franchised Business, which Franchisor may compel you to observe and honor; and developing and advertising price promotions or package promotions which may directly or indirectly impact your retail prices, and in which Franchisor may compel you to participate. Franchisor may engage in any such activity periodically or throughout the term of this Agreement and may engage in such activity in some geographic areas but not others, or with regard to certain subsets of franchisees but not others. **YOU ACKNOWLEDGE AND AGREE THAT ANY MAXIMUM, MINIMUM, OR OTHER PRICES FRANCHISOR PRESCRIBES OR SUGGESTS MAY OR MAY NOT OPTIMIZE THE REVENUES OR PROFITABILITY OF YOUR FRANCHISED BUSINESS, AND YOU IRREVOCABLY WAIVE ANY AND ALL CLAIMS ARISING FROM OR RELATED TO OUR PRESCRIPTION OR SUGGESTION OF YOUR FRANCHISED BUSINESS' RETAIL PRICES.**

You acknowledge that because uniformity may not be possible or practical under many varying conditions, Franchisor reserves the right to materially vary its standards or franchise agreement terms for any franchisee, based on the timing of the grant of the franchise, the peculiarities of the particular territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions, or any other condition which Franchisor considers important to the successful operation of the System. You have no right to require Franchisor to disclose any variation or to grant the same or a similar variation to you.

If you develop any new concepts, processes, or improvements relating to the System, whether or not pursuant to a test authorized by Franchisor, you must promptly notify Franchisor and provide Franchisor with all information regarding the new concept, process, or improvement, all of which will automatically become the property of Franchisor and its Affiliates, and which Franchisor and its Affiliates may incorporate into the System without any payment to you. You must promptly take, at your expense, all actions deemed necessary or desirable by Franchisor to vest in Franchisor the ownership of such concepts, processes, or improvements.

## 11. PERFORMANCE REQUIREMENTS

### A. Best Efforts.

Your Designated Manager (see Section 11.K below) must use full time and best efforts in the operation of the Franchised Business and must personally supervise the day-to-day operation of the Franchised Business.

### B. Standards, Specifications and Procedures.

You agree to comply with all System specifications, standards, and operating procedures (whether contained in the Manual or any other written communication) relating to the appearance, function, cleanliness, and operation of an URBAN AIR ADVENTURE PARK Franchised Business including, without limitation: (1) type, quality, taste, weight, dimensions, uniformity, pricing, and sale of all products sold at the Franchised Business; (2) sales and marketing procedures and customer service; (3) advertising and promotional programs;

(4) layout, décor, and color scheme of the Franchised Business; (5) appearance and dress of employees; (6) safety, maintenance, appearance, cleanliness, sanitation, standards of service, and operation of the Franchised Business; (7) submission of requests for approval of brands of products, supplies, and suppliers; (8) use and illumination of signs, posters, displays, standard formats, and similar items; (9) use of audio equipment and type and decibel levels of music; (10) use of video equipment and type and decibel level of television broadcasts (including closed captioning requirements); (11) types of fixtures, furnishings, equipment, small wares, and packaging; and (12) the make, type, location, and decibel level of any game, entertainment, or vending machine. Mandatory specifications, standards, and operating procedures, including upgraded or additional equipment, that Franchisor prescribes from time-to-time in the Manual or otherwise communicates to you shall constitute provisions of this Agreement as if fully set forth in this Agreement.

All products, merchandise, advertising materials, furniture, fixtures, equipment, small wares, supplies, and stationery used regarding the operation of the Franchised Business must meet Franchisor's standards and specifications, as promulgated from time-to-time. Such specifications may include brand specifications ("Approved Brands"), and to the extent that Approved Brands have been identified, you may purchase and use only the Approved Brands. Franchisor may from time-to-time modify its specifications, and you shall promptly comply with all such modifications.

**C. Approved Suppliers and Distributors.**

You must purchase from us or from suppliers or distributors we designate (each a "Designated Supplier") all of your requirements for developing, constructing, and operating the Franchised Business including, but not limited to: (1) fixtures, furniture, equipment, attractions, signs, items of décor; (2) food, beverage, products, uniforms, shirts, and all merchandise and items intended for retail sale (whether or not bearing our Proprietary Marks); (3) advertising, point-of-purchase materials, and other printed promotional materials; (4) gift certificates and stored value cards; (5) stationery, business cards, contracts, and forms; (6) bags, packaging, and supplies bearing the Proprietary Marks; and (7) other products and services that we require. You agree to comply with all such requirements.

Franchisor may, in its sole discretion, enter into supply contracts either for all URBAN AIR Adventure Parks or a subset of URBAN AIR Adventure Parks situated within one or more geographic regions (each a "Systemwide Supply Contract"). Franchisor may enter into Systemwide Supply Contracts with one or more vendors of products, services, or equipment and may require all company-owned and franchised businesses in a geographic area to purchase from, use, or sell to such vendors. If Franchisor enters into such Systemwide Supply Contracts, then immediately upon notification, you must purchase the specified product, service, or equipment only from the designated supplier; provided, however, that if, at the time of such notification, you are already a party to a non-terminable supply contract with another vendor or supplier for the designated product, service, or equipment, then your obligation to purchase from Franchisor's designated supplier under the Systemwide Supply Contract will not begin until the scheduled expiration or earlier termination of your pre-existing supply contract. Franchisor makes no representation that it will enter into any Systemwide Supply Contracts or other exclusive supply arrangements or, if it does, that you will not otherwise be able to purchase the same products and/or services at a lower price from another supplier. Franchisor may add to, modify, substitute or discontinue Systemwide Supply Contracts or exclusive supply arrangements in the exercise of its sole discretion and business judgment.

Franchisor may also establish commissaries and distribution facilities owned and operated by Franchisor or its affiliate that Franchisor may deem a Designated Supplier. Franchisor may receive money or other benefits, such as rebates or conference sponsorships, from Designated Suppliers based on your purchases; you agree that Franchisor has the right to retain and use all such benefits as it deems appropriate, in its sole discretion.

Franchisor may approve one or more suppliers for any goods or materials and may approve a supplier only as to certain goods or materials. Franchisor may concentrate purchases with one or more suppliers or distributors to obtain lower prices and the best advertising support and services for any group of URBAN AIR Adventure Parks or any other facilities franchised or operated by Franchisor or its Affiliates. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, reporting capabilities,

standards of service, including prompt attention to complaints, or other criteria, and concentration of purchases, as set forth above, and may be temporary pending a further evaluation of such supplier by Franchisor.

If you propose to purchase from a previously unapproved source, you shall submit to Franchisor a written request for such approval or shall request the supplier to submit a written request on its own behalf. Franchisor has the right to require, as a condition of its approval, that its representatives be permitted to sample the product and inspect the supplier's facilities, and that such information, specifications, and samples as Franchisor reasonably requires be delivered to Franchisor and to an independent, certified laboratory designated by Franchisor for testing prior to granting approval. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by you. Franchisor will notify you within 120 days of your request as to whether you are authorized to purchase such products from that supplier. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval of any supplier upon the suppliers' failure to meet Franchisor's criteria for quality and reliability.

**D. Authorized Products and Services.**

You shall cause the Franchised Business to offer and sell all products and services that Franchisor requires, and only products and services that Franchisor approves for sale by URBAN AIR Adventure Parks. Franchisor may add, modify, and discontinue authorized products and services at any time, in its sole discretion, and you shall promptly comply with all directives. The Franchised Businesses shall begin offering for sale additional or modified products, and cease offering discontinued products, within ten (10) days of the date you receive written notice of the addition, modification, or discontinuance. All products or services offered for sale regarding the Franchised Business shall meet Franchisor's Standards.

You shall always maintain an inventory of approved goods and materials sufficient in quality and variety to realize the full potential of the Franchised Business. Franchisor may, from time-to-time, conduct market research and testing to determine consumer trends and the salability of new products and services. You agree to cooperate in these efforts by participating in the URBAN AIR ADVENTURE PARK customer surveys and market research programs if requested by Franchisor. All customer surveys and market research programs will be at Franchisor's sole cost and expense, unless you have volunteered to participate in the survey or market research and to share your proportionate cost. You may not test any new product or service without Franchisor's prior written consent.

**E. Computer Systems and Intranet/Extranet Systems.**

You shall acquire and use all cash registers, computer hardware and related accessories, and peripheral equipment ("Computer Systems") that Franchisor prescribes for use by the Franchised Business and may not use any cash registers or computer hardware, accessories, or peripheral equipment that Franchisor has not approved for your use. Requirements may include, among other things, connection to remote servers, off-site electronic repositories, and high-speed Internet connections and service.

You shall: (1) use any proprietary software programs, system documentation manuals, and other proprietary materials provided to you by Franchisor in connection with the operation of the Franchised Business; (2) input and maintain in your computer such data and information as Franchisor prescribes in the Manual, software programs, documentation, or otherwise; and (3) purchase new or upgraded software programs, system documentation manuals, and other proprietary materials at then-current prices whenever Franchisor adopts such new or upgraded programs, manuals, and materials system-wide. You shall enter into all software license agreements, "terms of use" agreements, and software maintenance agreements, in the form and manner Franchisor prescribes, and pay all fees charged by third party software and software service providers thereunder. In addition, Franchisor has the right to charge, and you agree to pay, a technology fee ("**Technology Fee**") in the amount specified in the Summary Page.

You acknowledge that Franchisor may independently access from a remote location, at any time, all information input to, and compiled by, your Computer System or an off-site server, including information concerning Gross Sales, purchase orders, inventory and expenditures.

You acknowledge that technology is ever changing and that, as technology or software is developed in the future, Franchisor may, in its sole discretion, require you to: (1) add to your Computer System memory,

ports, and other accessories or peripheral equipment, or additional, new, or substitute software; (2) replace, update or upgrade your Computer System, including but not limited to computer hardware components and software applications as Franchisor prescribes, but not to exceed three times per calendar year.

To ensure full operational efficiency, you agree to keep your Computer System in good maintenance and repair and to make additions, changes, modifications, substitutions, and replacements to your computer hardware, accessories and peripherals, software, telephone and power lines, high speed Internet connections, and other computer-related facilities as directed by Franchisor. Upon termination or expiration of this Agreement, all computer software, disks, tapes, and other magnetic storage media shall be returned to Franchisor in good operating condition, excepting normal wear and tear.

Franchisor may, at its option, establish and maintain an intranet or extranet system through which members of the URBAN AIR ADVENTURE PARK franchise network may communicate, and through which Franchisor may disseminate updates to the Manual and other Confidential Information. Franchisor will have no obligation to establish or to maintain the intranet indefinitely and may dismantle it at any time without liability to you. Franchisor may establish policies and procedures for the intranet's use. Franchisor expects to adopt and adhere to a reasonable privacy policy. However, you acknowledge that, as administrator of the intranet, Franchisor can technically access and view any communication that anyone posts on the intranet. You further acknowledge that the intranet facility and all communications that are posted to it will become Franchisor's property, free of any claims of privacy or privilege that you or any other individual may assert. If you fail to pay when due any amount payable to Franchisor under this Agreement, or if you fail to comply with any policy or procedure governing the intranet, Franchisor may suspend your access to any chat room, bulletin board, listserv, or similar feature the intranet includes until you fully cure the breach.

**F. Non-Cash Payment Systems.**

Within a reasonable period following Franchisor's request, you shall accept debit cards, credit cards, stored value cards, or other non-cash systems specified by Franchisor to enable customers to purchase authorized products, and you shall obtain all necessary hardware and/or software used in connection with these non-cash systems. The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Proprietary Marks and System. Accordingly, you shall cause the Franchised Business to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Standards Council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information. You are solely responsible for your own education concerning these regulations and standards and for achieving and maintaining applicable compliance certifications. You shall defend, indemnify, and hold Franchisor harmless from and against all claims arising out of or related to your violation of the provisions of this Section 11.F.

**G. Franchisor Inspections.**

Franchisor or its designees shall have the right at any reasonable time and without prior notice to you to: (1) inspect the Franchised Business premises; (2) observe, photograph, and record the operation of the Franchised Business for such consecutive or intermittent periods as Franchisor deems necessary; (3) interview Franchised Business personnel; (4) interview customers; and (5) inspect and copy any books, records, and documents relating to the operation of the Franchised Business or, upon request of Franchisor or its designee, require you to send copies thereof to Franchisor or its designee. You shall present to your customers those evaluation forms as are periodically prescribed by Franchisor and shall participate and ask your customers to participate in any surveys performed by or on behalf of Franchisor as Franchisor may direct.

You agree to cooperate fully with Franchisor or its designee regarding any such inspection, observations, recordings, product removal, and interviews. You shall take all necessary steps to immediately correct any deficiencies detected during these inspections including, without limitation, ceasing further sales of unauthorized items and ceasing further use of any equipment, advertising materials, or supplies that do not conform to the standards and requirements promulgated by Franchisor from time-to-time. Franchisor shall have the right to develop and implement a grading system for inspections and, to the extent such a system is implemented, if the Franchised Business fails to achieve a passing score on any inspection, Franchisor may require your Key Personnel and other Franchised Business personnel to attend and participate in such additional

training as Franchisor deems appropriate. If the Franchised Business fails to achieve a passing score on any two consecutive inspections or if the Franchised Business fails to achieve a passing score three or more times in any 12-month period, Franchisor may terminate this Agreement in accordance with Article 18.

These inspections may take the forms of quality assurance inspections and mystery shops. To the extent Franchisor engages a third-party service for conducting quality assurance inspections and mystery shops, you must reimburse Franchisor its actual costs incurred in connection with inspections and mystery shops conducted at your Franchised Business. At Franchisor's request, Franchisor may require you to pay these amounts directly to the applicable services provider.

**H. Upkeep of the Franchised Business.**

You shall continuously operate the Franchised Business and shall, at all times and at your sole expense, maintain in first class condition and repair (subject to normal wear and tear), in good working order, in accordance with the requirements of the System, and in compliance with all applicable laws and regulations, the interior and exterior of the Franchised Business premises, including, without limitation, all furniture, fixtures, equipment, furnishings, floor coverings, interior and exterior signage, interior and exterior finishes, and interior and exterior lighting. You shall promptly and diligently perform all necessary maintenance, repairs, and replacements to the Franchised Business premises as Franchisor may prescribe from time-to-time including periodic interior painting and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment, and décor.

**I. Franchised Business Operations.**

You shall cause the Franchised Business to be open and operating on the days and during the hours that Franchisor designates, subject to applicable lease and local law or licensing limitations. You shall operate and maintain the Franchised Business in conformity with the highest ethical standards and sound business practices and in a manner that will enhance the goodwill associated with the Proprietary Marks.

**J. Management and Personnel.**

You shall employ a sufficient number of qualified, competent individuals to satisfy the demand for products and services offered by the Franchised Business. You shall hire all employees of the Franchised Business and be exclusively responsible for the terms of their employment and compensation, and for the proper training of such employees in the operation of the Franchised Business, in human resources and customer relations. You shall employ only suitable individuals of good character and reputation who will always conduct themselves in a competent and courteous manner in accordance with the image and reputation of URBAN AIR ADVENTURE PARK and the System and, while on duty, each employee shall comply with the dress attire, personal appearance and hygiene standards set forth in the Manual. You shall use best efforts to ensure that your employees maintain a neat and clean appearance and render competent and courteous service to all customers and are courteous and respectful to fellow employees. The parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Proprietary Marks. The parties further acknowledge and agree that Franchisor neither dictates nor controls labor or employment matters for you or your employees. You are exclusively responsible for labor and employment-related matters and decisions related to the Franchised Business, including, but not limited to, hiring, promoting, and compensating personnel, for determining the number of jobs offered or job vacancies to be filled, for determining and changing employee wages and benefits and work hours, and for disciplining and discharging your employees. You are exclusively responsible for labor relations with your employees. We do not require you to implement any employment-related policies or procedures or security-related policies or procedures that we (at our option) may make available to you in the Operations Manual or otherwise for your optional use. You shall determine to what extent, if any, these policies and procedures may be applicable to your operations at the Franchised Business. **YOU SHALL DEFEND AND INDEMNIFY FRANCHISOR AND ITS INDEMNITIES (AS DEFINED IN SECTION 20.B BELOW) AGAINST ANY AND ALL PROCEEDINGS, CLAIMS, INVESTIGATIONS, AND CAUSES OF ACTION INSTITUTED BY YOUR EMPLOYEES OR BY OTHERS THAT ARISE FROM YOUR EMPLOYMENT PRACTICES.**

**K. Designated Manager.**

You shall designate and retain an individual to serve as your Designated Manager. The Designated Manager as of the date of this Agreement is identified in Attachment C to this Agreement. Unless waived in writing by Franchisor, the Designated Manager shall meet all of the following qualifications:

(1) He or she, at all times, shall have full control over the day-to-day activities and operations of the Franchised Business and shall devote full time and best efforts to supervising the operation of the Franchised Business (and any other URBAN AIR Adventure Parks that you own and operate pursuant to a franchise agreement with Franchisor) and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitment;

(2) He or she shall successfully complete the initial training program and any additional training required by Franchisor; and

(3) Franchisor shall have approved him or her as meeting its then-current Standards for such position, and not have later withdrawn such approval.

If the Designated Manager ceases to serve in, or no longer qualifies for such position, you shall designate another qualified person to serve as your Designated Manager within 30 days. Your proposed replacement Designated Manager must successfully complete the initial training program and execute a Confidentiality and Noncompete Agreement in the form prescribed by Franchisor before assuming Designated Manager responsibilities.

**L. Signs and Logos.**

Subject to any applicable local ordinances, you shall prominently display at the Franchised Business premises such interior and exterior signs, logos, and advertising of such nature, form, color, number, location, and size, and containing the content and information that Franchisor may from time-to-time direct. You shall not display in or about the Franchised Business premises or otherwise regarding the Proprietary Marks any unauthorized sign, logo, or advertising media of any kind.

**M. Entertainment Equipment.**

You shall not permit to be installed at the Franchised Business premises any juke box, vending or game machine, gum machine, game, ride, gambling or lottery device, coin or token operated machine, or any other music, film, or video device not authorized by Franchisor.

**N. Compliance with Laws and Good Business Practices.**

You shall secure and maintain in full force in your name and at your expense all required licenses, permits, and certifications relating to the operation of the Franchised Business. You shall operate the Franchised Business in full compliance with all applicable laws, ordinances, and regulations including, without limitation, all laws or regulations governing or relating to immigration and discrimination, occupational hazards, employment laws (including, without limitation, workers' compensation insurance, unemployment insurance, and the withholding and payment of federal and state income taxes and social security taxes) and the payment of sales taxes. All advertising and promotion for the Franchised Business shall be completely factual and shall conform to the highest standards of ethical advertising. In all dealings with the Franchised Business' customers, suppliers, and the public, you shall adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. You shall refrain from any business or advertising practices that may be injurious to the good will associated with the Proprietary Marks or to the business of the URBAN AIR ADVENTURE PARK Brand, Franchisor or its Affiliates, the System, or other System franchisees.

You shall notify Franchisor in writing within five days after the commencement of: (1) any action, suit, or proceeding, or the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation of the Franchised Business or your financial condition; or (2) any notice of violation of any law, ordinance, or regulation relating to health or sanitation at the Franchised Business.

**O. Payment of Taxes and Other Indebtedness.**

You shall promptly pay, when due, all taxes levied or assessed by any federal, state, or local tax authority and any and all other indebtedness incurred by you in the operation of the Franchised Business. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; provided, however, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business or any improvements thereon.

## 12. ORGANIZATION OF THE FRANCHISEE

**A. Representations.**

If you are a Business Entity, you make the following representations and warranties: (1) the Business Entity is duly organized and validly existing under the laws of the state of its formation; (2) it is qualified to do business in the state or states in which the Franchised Business is located; (3) execution of this Agreement and the development and operation of the Franchised Business is permitted by its governing documents; and (4) unless waived in writing by Franchisor, its charter documents and its governing documents shall at all times provide that the activities of the Business Entity are limited exclusively to the development and operation of a single URBAN AIR Adventure Park.

If you are an individual, or a partnership comprised solely of individuals, you make the following additional representations and warranties: (1) each individual has executed this Agreement; (2) each individual shall be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement; and (3) notwithstanding any transfer for convenience of ownership pursuant to Article 17 of this Agreement, each individual shall continue to be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement.

**B. Governing Documents.**

If you are a corporation, copies of your Articles of Incorporation, bylaws, other governing documents, and any amendments, including the resolution of the Board of Directors authorizing entry into and performance of this Agreement, and all shareholder agreements, including buy/sell agreements, must be furnished to Franchisor. If you are a limited liability company, copies of your Articles of Organization, operating agreement, other governing documents and any amendments, including the resolution of the Managers authorizing entry into and performance of this Agreement, and all agreements, including buy/sell agreements, among the members must be furnished to Franchisor. If you are a general or limited partnership, copies of your written partnership agreement, other governing documents and any amendments, as well as all agreements, including buy/sell agreements, among the partners must be furnished to Franchisor, in addition to evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if that approval or consent is required by your written partnership agreement or applicable law. When any of these governing documents are modified or changed, you must promptly provide copies of the modifying documents to Franchisor.

**C. Ownership Interests.**

If you are a Business Entity, you represent that all of your equity interests are owned as set forth on Attachment C to this Agreement. In addition, if you are a corporation, you shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities of the corporation (and the number of shares owned by each). If you are a limited liability company, you shall maintain a current list of all members (and the percentage membership interest of each member). If you are a partnership, you shall maintain a current list of all owners of an interest in the partnership (and the percentage ownership interest of each general and limited partner). You shall comply with Article 17 of this Agreement prior to any change in ownership interests and shall execute any necessary addenda to Attachment C as changes occur to ensure the information contained in Attachment C is true, accurate, and complete at all times.

**D. Restrictive Legend.**

If you are a corporation, you shall maintain stop-transfer instructions against the transfer on your records of any voting securities, and each stock certificate of the corporation shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of this stock is subject to the restrictions imposed on assignment by the URBAN AIR ADVENTURE PARK Franchise Agreement(s) to which the corporation is a party." If you are a limited liability company, each membership or management certificate or other evidence of interest in the limited liability company shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of an interest in this limited liability company is subject to the restrictions imposed on assignment by URBAN AIR ADVENTURE PARK Franchise Agreement(s) to which the limited liability company is a party." If you are a partnership, your written partnership agreement shall provide that ownership of an interest in the partnership is held subject to, and that further assignment or transfer is subject to, all restrictions imposed on assignment by this Agreement.

**E. Guarantees.**

If you are a Business Entity, each Owner (and if you are a limited partnership, each of your general partner's Owners) shall execute the Undertaking and Guaranty attached hereto as Attachment D.

## 13. PROPRIETARY MARKS AND COPYRIGHTED WORKS

**A. Acknowledgments.**

You expressly understand and acknowledge that: (1) as between you and Franchisor, Franchisor is the exclusive owner of all right, title, and interest in and to the Proprietary Marks (and all goodwill symbolized by them) and the Copyrighted Works; (2) the Proprietary Marks are valid and serve to identify the System and those who are licensed to operate a Franchised Business in accordance with the System; (3) your use of the Proprietary Marks and Copyrighted Works pursuant to this Agreement does not give you any ownership interest or other interest in or to them, except the nonexclusive license to use them in accordance with this Agreement and the Standards; (4) any and all goodwill arising from your use of the Proprietary Marks and/or the System shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System or the Proprietary Marks; (5) the license and rights to use the Proprietary Marks and Copyrighted Works granted hereunder to you are nonexclusive; (6) Franchisor may itself use, and grant franchises and licenses to others to use, the Proprietary Marks, Copyrighted Works, and the System; (7) Franchisor may establish, develop and franchise other systems, different from the System licensed to you herein, without offering or providing you any rights in, to, or under such other systems; and (8) Franchisor may add to, eliminate, modify, supplement, or otherwise change, in whole or in part, any aspect of the Proprietary Marks or Copyrighted Works.

**B. Modification of the Proprietary Marks and Copyrighted Works.**

Franchisor reserves the right to add to, eliminate, modify, supplement, or otherwise change any of the Proprietary Marks and Copyrighted Works, in whole or in part. You must promptly take all actions necessary to adopt all new and modified Proprietary Marks and/or Copyrighted Works and discontinue using obsolete Proprietary Marks and/or Copyrighted Works which may include, among other things, acquiring and installing, at your expense, new interior and exterior signage and graphics.

**C. Use of the Proprietary Marks and Copyrighted Works.**

You shall use only the Proprietary Marks and Copyrighted Works designated by Franchisor and shall use them only in connection with the operation and promotion of the Franchised Business and in the manner required or authorized and permitted by Franchisor. Your right to use the Proprietary Marks and Copyrighted Works is limited to the uses authorized under this Agreement and in the Manual, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights and grounds for termination of this Agreement.

You shall not use the Proprietary Marks as part of your Business Entity or other legal name. You shall comply with all requirements of Franchisor's and applicable state and local laws concerning use and registration of fictitious and assumed names and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

**D. Internet and Social Media Usage.**

You may not cause or allow all or any recognizable portion of the Proprietary Marks to be used or displayed as all or part of an e-mail address, Internet domain name, uniform resource locator ("URL"), or meta-tag, or in connection with any Internet home page, web site, mobile channels, or any other Internet-related activity without Franchisor's express written consent, and then only in a manner and in accordance with the procedures, standards and specifications that Franchisor establishes. This prohibition includes use of the Proprietary Marks or any derivative of the Proprietary Marks as part of in the registration of any user name on any gaming website or social networking website including, but not limited to, FACEBOOK, LINKEDIN, FOURSQUARE, YELP, URBANSPOON, or TWITTER. Our social media and networking policies will be provided to you in the Manual, and may be modified, amended, or terminated by us at any time.

**E. Assignment of Rights.**

To the extent that you or any Owner creates any derivative work based on the Proprietary Marks or Copyrighted Works ("Derivative Works"), you and each such Owner hereby permanently and irrevocably assigns to Franchisor all rights, interests, and ownership (including intellectual property rights and interests) in and to the Derivative Works, and agree to execute such further assignments as Franchisor may request. The term "Derivative Works" shall be interpreted to include, without limitation: any and all of the following which is developed by you, or on your behalf, if developed in whole or in part in connection with your Franchised Business: all products or services; all variations, modifications and/or improvements on products or services; your means, manner and style of offering and selling products and services; management techniques or protocols you may develop (or have developed on your behalf); all sales, marketing, advertising, and promotional programs, campaigns, or materials developed by you or on your behalf; and, all other intellectual property developed by you or on behalf of your Franchised Business.

Franchisor may authorize itself, its affiliates, and other Franchised Businesses to use and exploit any such rights assigned by this Section 13.E. The sole consideration for your assignment to Franchisor of the foregoing rights shall be Franchisor's grant of the Franchise conferred to you under this Agreement. You and each Owner shall take all actions and sign all documents necessary to give effect to the purpose and intent of this Section 13.E. You and each Owner irrevocably appoint Franchisor as true and lawful attorney-in-fact for you and each Owner and authorize Franchisor to take such actions and to execute, acknowledge, and deliver all such documents as may from time-to-time be necessary to convey to Franchisor all rights granted herein.

**F. Infringement; Notice of Claims.**

If you become aware of any infringement of the Proprietary Marks or Copyrighted Works or if your use of the Proprietary Marks or Copyrighted Works is challenged by a third party, then you must immediately notify Franchisor. Franchisor shall have the exclusive right to take whatever action it deems appropriate. If Franchisor or its Affiliate undertakes the defense or prosecution of any litigation pertaining to any of the Proprietary Marks or other intellectual property, you must sign all documents and perform such acts and things as, in the opinion of Franchisor's counsel, may be necessary to carry out such defense or prosecution. If it becomes advisable at any time in the sole discretion of Franchisor to modify or discontinue the use of any Mark or Copyrighted Works, or to substitute a new mark or graphic for any Mark or Copyrighted Work, as applicable, you must promptly comply, at your expense (which may include the cost of replacement signage and/or trade dress), with such modifications, discontinuances, or substitutions within 60 days following your receipt of written notice of the change.

**G. Remedies and Enforcement.**

You acknowledge that in addition to any remedies available to Franchisor under this Agreement, you agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, a temporary restraining order and/or an injunction against violation of the provisions of this Article 13.

## 14. CONFIDENTIALITY OBLIGATIONS AND RESTRICTIVE COVENANTS

### A. Confidential Information.

You and each Owner acknowledge that all Confidential Information belongs exclusively to Franchisor. You and each Owner agree to use and permit the use of the Confidential Information only in connection with the operation of your Franchised Business, to maintain the confidentiality of all Confidential Information, to not duplicate any materials containing Confidential Information. You and each Owner further agree that you will not at any time, during the term of this Agreement or after expiration or earlier termination of this Agreement: (1) divulge any Confidential Information to anyone, except to other franchisees, your employees having a need to know, and your professional advisors having a need to know; (2) divulge or use any Confidential Information for the benefit of yourself, your owners, or any third party (including any person, business entity, or enterprise of any type or nature), except in the operation of your Franchised Business, and then only in strict compliance with the Manual and System; or (3) directly or indirectly imitate, duplicate, or "reverse engineer" any of our Confidential Information, or aid any third party in such actions.

Upon the expiration or earlier termination of this Agreement, you will return to Franchisor all Confidential Information which is then in your possession, including, without limitation, customer lists and records, all training materials and other instructional content, all financial and non-financial books and records, the Manual and any supplements to the Manual, and all computer databases, software, and manual. Franchisor reserves the right, upon its specific written request, to require you to destroy all or certain such Confidential Information and to certify such destruction to Franchisor. You specifically acknowledge that all customer lists or information adduced by your Franchised Business is not your property, but is Franchisor's property, and you further agree to never contend otherwise.

You shall cause your Designated Manager and any employee with access to Confidential Information, including information contained in the Manuals, to sign a confidentiality agreement in a form prescribed by Franchisor, which identifies Franchisor as a third-party beneficiary of such agreement and gives Franchisor independent rights of enforcement.

The provisions of this Section 14.A will survive expiration or termination of this Agreement.

### B. Covenants of the Franchisee.

You acknowledge that you and your Owners will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques and trade secrets of Franchisor and the System.

You covenant and agree that during the term of this Agreement, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, or legal entity:

(1) Divert or attempt to divert any present or prospective customer of any URBAN AIR Adventure Park to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is harmful, injurious, or prejudicial to the goodwill associated with the Proprietary Marks and the System;

(2) Employ or seek to employ any person who is or has within the previous 60 days been employed by Franchisor or an Affiliate of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment; or

(3) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business other than an URBAN AIR Adventure Park operated by you or your Affiliates pursuant to a then-currently effective Franchise Agreement with Franchisor, at any location within the United States, its territories or commonwealths, or any other country, province, state, or geographic area in which Franchisor or its Affiliates have used, sought registration of, or registered the Proprietary Marks or similar marks, or have operated or licensed others to operate a business under the System or the Proprietary Marks or similar marks; provided that such restriction shall not apply to less than a 5% beneficial interest in any publicly traded corporation.

You further covenant and agree that for a two-year continuous and uninterrupted period (which shall be tolled during any period of noncompliance) commencing upon expiration or termination of this Agreement, regardless of the reason for termination, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, or legal entity:

(1) Divert or attempt to divert any present or prospective customer of any URBAN AIR Adventure Park to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is harmful, injurious, or prejudicial to the goodwill associated with the Proprietary Marks and the System;

(2) Employ or seek to employ any person who is or has within the previous 60 days been employed by Franchisor or an Affiliate of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment; or

(3) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business other than an URBAN AIR Adventure Park operated by you or your Affiliates pursuant to a then-currently effective Franchise Agreement with Franchisor, at any location that (i) is, or is intended to be, located at the location of any former URBAN AIR Adventure Park; (ii) is within a 25-mile radius of your former Franchised Business location; or (iii) is within a 25-mile radius of any other URBAN AIR Adventure Park in existence or under development at the time of such termination or transfer.

C. **Covenants of the Franchisee's Owners.**

During the term of this Agreement, your Owners will not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, or legal entity:

(1) Divert or attempt to divert any present or prospective customer of any URBAN AIR Adventure Park to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is harmful, injurious, or prejudicial to the goodwill associated with the Proprietary Marks and the System;

(2) Employ or seek to employ any person who is or has within the previous 60 days been employed by Franchisor or an Affiliate of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment; or

(3) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business other than an URBAN AIR Adventure Park operated by you or your Affiliates pursuant to a then-currently effective Franchise Agreement with Franchisor, at any location within the United States, its territories or commonwealths, or any other country, province, state, or geographic area in which Franchisor or its Affiliates have used, sought registration of, or registered the Proprietary Marks or similar marks, or have operated or licensed others to operate a business under the System or the Proprietary Marks or similar marks; provided that such restriction shall not apply to less than a 5% beneficial interest in any publicly traded corporation.

For a two-year continuous and uninterrupted period (which shall be tolled during any period of noncompliance) commencing upon the earlier of (i) expiration or termination of this Agreement, regardless of the cause for termination, (ii) dissolution of the franchisee entity, or (iii) the transfer or redemption of an Owner's interest in the franchisee entity, your Owners will not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, or legal entity:

(1) Divert or attempt to divert any present or prospective customer of any URBAN AIR Adventure Park to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is harmful, injurious, or prejudicial to the goodwill associated with the Proprietary Marks and the System;

(2) Employ or seek to employ any person who is or has within the previous 60 days been employed by Franchisor or an Affiliate of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment; or

(3) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business other than an URBAN AIR Adventure Park operated by you or your Affiliates pursuant to a then-currently effective Franchise Agreement with Franchisor, at any location that (i) is, or is intended to be, located at the location of any former URBAN AIR Adventure Park; (ii) is within a 25-mile radius of your former Franchised Business location; or (iii) is within a 25-mile radius of any other URBAN AIR Adventure Park operating under the System and Proprietary Marks in existence or under development at the time of such termination or transfer.

At Franchisor's request, each Owner shall execute a separate agreement containing the terms contained in this Section 14.C.

**D. Reformation and Reduction of Scope of Covenants.**

If all or any portion of any covenant contained in this Article 14 is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which Franchisor or its Affiliate is a party, you and the Owners will be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article 14. Notwithstanding the foregoing, Franchisor has the unilateral right, in its sole and absolute discretion, to reduce the scope of any covenant set forth in this Article 14, or any portion thereof, which reduction will become effective immediately upon delivery of notice of the reduction.

**E. Acknowledgments.**

The parties and each Owner acknowledge and agree that any claims that you or such Owner may have or allege to have against Franchisor shall not constitute a defense to the enforcement of any covenant contained in this Article 14.

**F. No Undue Hardship.**

You and each Owner acknowledge and agree that the covenants set forth in this Article 14 are fair and reasonable. You acknowledge and agree that such covenants will not impose any undue hardship on you and that you have other considerable skills, experience, and education affording you the opportunity to derive income from other endeavors. Each Owner acknowledges and agrees that such covenants will not impose any undue hardship on him or her, and that each has other considerable skills, experience, and education affording him or her the opportunity to derive income from other endeavors.

**G. Injunctive Relief.**

You and each Owner acknowledge that the violation of any covenant contained in this Article 14 would result in immediate and irreparable injury to Franchisor for which there is no adequate remedy at law. The parties acknowledge and agree that, in the event of a violation of any covenant contained in this Article 14, Franchisor shall be entitled to seek injunctive relief to restrain such violation in accordance with the usual equity principles. The party in violation of any foregoing covenant shall reimburse Franchisor for any costs that it incurs (including attorneys' fees) in connection with enforcement of the provisions contained in this Article 14.

## 15. BRAND DEVELOPMENT; MARKETING

**A. General Requirements.**

You shall focus your marketing activities within your Protected Area. You may engage in direct marketing activities in the Protected Area (even if it is overlapping with another franchisee's protected area), and may engage in direct marketing activities outside your Protected Area, so long as such activities are not conducted in another franchisee's or licensee's protected area. For purposes of this agreement, "direct marketing activities" include, without limitation, personal solicitations, direct mailings, sporting event sponsorships and advertising, and school event sponsorships and advertising. "Direct marketing activities" does not include web

site advertising or targeted emails or text messages to existing customers. Franchisor may develop policies and procedures that apply to all types of advertising and marketing efforts, including social media advertising, and Franchisee shall comply with such policies and procedures.

All of your promotional and marketing materials shall be presented in a dignified manner and shall conform to Franchisor's standards and specifications related to advertising, marketing, and trademark use. You shall submit to Franchisor samples of proposed promotional and marketing materials, and notify Franchisor of the intended media, before first publication or use. Franchisor will use good faith efforts to approve or disapprove proposed promotional and marketing materials within 10 business days after receipt. You may not use the promotional or marketing materials until Franchisor expressly approves the materials and the proposed media. Once approved, you may use the materials only in connection with the media for which they were approved. Franchisor may disapprove your promotional or marketing materials, or the media for which they were approved, at any time, and you must discontinue using any disapproved materials or media upon your receipt of written notice of disapproval.

**B. Grand Opening Advertising.**

You agree to spend at least the Grand Opening Advertising Amount in accordance with the Standards to promote the opening of your Franchised Business. All grand opening advertising and promotional materials shall be submitted to Franchisor for approval pursuant to Section 15.A, above.

**C. Advertising Cooperatives.**

Franchisor may, from time-to-time, form local or regional advertising cooperatives (each an "Advertising Cooperative") to pay for the development, placement, and distribution of advertising for the benefit of Franchised Businesses located in the geographic region served by the Advertising Cooperative. Any Advertising Cooperative established by Franchisor will be operated solely as a conduit for the collection and expenditure of Advertising Cooperative fees for the foregoing purposes.

If Franchisor forms an Advertising Cooperative for the region in which the Franchised Business is located, you agree to participate in the Advertising Cooperative pursuant to the terms of this Section 15.C.

Franchisor shall have the exclusive right to create, dissolve, and merge each Advertising Cooperative created, in its discretion, and to create and amend the organizational and governing documents related thereto, provided that such documents shall: (1) operate by majority vote, with each URBAN AIR Adventure Park (including those owned or managed by Franchisor or its Affiliates) entitled to one vote; (2) entitle Franchisor to cast one vote (in addition to any votes it may be entitled to on account of its ownership or operation of URBAN AIR Adventure Parks in the area served by the Advertising Cooperative); (3) permit the members of the Advertising Cooperative, by majority vote, to determine the amount of required contributions; and (4) provide that any funds left in the Cooperative at the time of dissolution shall be returned to the members in proportion to their contributions during the 12-month period immediately preceding termination.

You agree to be bound by all organizational and governing documents created by Franchisor and, at Franchisor's request, shall execute all documents necessary to evidence or affirm your agreement. The Advertising Cooperative shall begin operating on a date determined in advance by Franchisor.

No advertising or promotional plans or materials may be used by the Advertising Cooperative or furnished to its members without Franchisor's prior approval. All advertising plans and materials must conform to the Standards and must be submitted to Franchisor for approval according to the procedures set forth in Section 15.A of this Agreement.

**D. Restriction Against Internet Advertising.**

You may not establish or maintain a web site or other presence on the World Wide Web portion of the Internet, including gaming websites or social networking websites such as, but not limited to, FACEBOOK, LINKEDIN, FOURSQUARE, YELP, URBANSPOON, or TWITTER, which reflects any of the Proprietary Marks or any of Franchisor's copyrighted works, that includes the terms "URBAN AIR ADVENTURE PARK" as part of its URL or domain name, that otherwise states or suggests your affiliation with URBAN AIR ADVENTURE PARK or its franchise system, or that uses or displays any collateral merchandise offered at the

Franchised Business, without Franchisor's express written consent, and then only in a manner and in accordance with the procedures, standards and specifications that Franchisor establishes. Our social media and networking policies will be provided to you in the Manual, and may be modified, amended, or terminated by us at any time.

**E. Loyalty Programs, Prize Promotions, and Promotional Literature**

You shall participate in and offer to your customers all customer loyalty and reward programs, and all contests, sweepstakes, and other promotions that Franchisor may develop from time-to-time. Franchisor will communicate to you in writing the details of each such program and promotion, and you shall promptly display all point-of-sale advertising and promotion-related information at such places within the Franchised Business premises as Franchisor may designate. You shall purchase and distribute all coupons, clothing, toys, and other collateral merchandise (and only the coupons, clothing, toys, and collateral merchandise) designated by Franchisor for use in connection with each such program and promotion.

To the extent that Franchisor develops or authorizes the sale of gift certificates and/or stored value cards, you shall acquire and use all computer software and hardware necessary to process their sale and to process purchases made using them. All proceeds from the sale of all gift certificates and stored value cards belong exclusively to Franchisor, and you shall remit the proceeds of such sales to Franchisor according to the procedures that Franchisor prescribes periodically. Franchisor shall reimburse or credit to you (at Franchisor's option) the redeemed value of gift cards and stored value cards accepted as payment for products and services sold by the Franchised Business.

You also shall display at the Franchised Business premises all promotional literature and information as Franchisor may reasonable require from time-to-time. This may include, among other things, establishing a bulletin board for posting local school and community events and displaying signage or other literature containing information about the URBAN AIR ADVENTURE PARK franchise offering.

You also agree to honor such credit cards, courtesy cards, and other credit devices, programs, and plans as may be issued or approved by us from time-to-time. Any reasonable and customary service charges or discounts from reimbursements charged on such cards or authorizations will be at your sole expense.

**16. INSURANCE**

**A. Obligation to Maintain Insurance.**

You shall be responsible for all loss or damage arising from or related to your development and operation of the Franchised Business, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, or in connection with the development or operation of, the Franchised Business. You shall procure at your expense and maintain in full force and effect throughout the term of this Agreement that insurance which you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Franchised Business, including the minimum coverages described in Section 16.B below. Franchisor, and any entity with an insurable interest designated by Franchisor, shall be an additional named insured in such policies to the extent each has an insurable interest. Franchisor may, from time-to-time, designate one or more approved insurance carriers or brokers, and Franchisee shall comply with such source requirements, to the extent permitted by applicable law. Franchisee's policies must be primary and non-contributory to any insurance that Franchisor may carry.

**B. Minimum Insurance Coverage.**

All insurance policies shall be written by an insurance company or companies satisfactory to Franchisor, in compliance with the standards, specifications, coverages, and limits set forth in the Manual or other written directives. Such policy or policies shall include, at a minimum, the following types of coverages, with minimum limits prescribed by Franchisor: comprehensive general liability insurance, including broad form contractual liability; employment practices liability insurance; crime policy, liquor liability, if offered for sale in connection with the Franchised Business or at the Approved Location; personal injury; advertising injury; completed operations; products liability and fire damage coverage; "all risks" property insurance and tenant's liability coverage, including coverage for fire, vandalism, and malicious mischief; personal property coverage;

automobile liability coverage for owned and non-owned vehicles; workers' compensation insurance; spoilage and business interruption insurance; such insurance as may be required by the landlord of the Franchised Business premises; and such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 20.B below. In connection with any construction, renovation, refurbishment, or remodeling of the Franchised Business, you also shall maintain Builder's All Risks insurance, and in connection with new construction or substantial renovation, refurbishment, or remodeling of the Franchised Business premises, you shall maintain performance and completion bonds in forms and amounts, and written by carrier(s), reasonably satisfactory to Franchisor. With respect to the insurance required herein, you must maintain the following limits of liability and endorsements, as applicable:

| Limits of Liability | Description |
|---|---|
| $1,000,000 | Per Occurrence |
| $2,000,000 | Annual Aggregate, Other Than Products |
| $2,000,000 | Annual Aggregate, Products and Completed Operations |
| $1,000,000 | Personal and Advertising Injury Aggregate |
| $100,000 | Tenants Legal Liability for damage to the part of the premises you occupy |
| Excluded | Medical Expense Each Claim |
| $1,000,000 | Employee Benefits Liability Annual Aggregate – Retro 12/15/2014 |
| $1,000,000 | Hired and Non-Owned Auto Liability |
| $1,000,000 | Employment Practices Liability including an endorsement to include defense costs for Franchisor as co-defendants in the event of an EPL claim. |
| $25,000 | Crime Policy with $25,000 limit for third party and employee theft |

Franchisor shall have the right to establish and modify the minimum required coverages and to require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards, or other relevant changes in circumstances. All insurance requirements will be communicated to you via the Manual. You shall receive written notice of any modifications to the insurance requirements and shall take prompt action to secure the additional coverage or higher policy limits. All such insurance policies shall include a waiver of subrogation in favor of Franchisor and its Affiliates, and their respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees.

You acknowledge that Franchisor's minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect you from losses in connection with the Franchised Business. Nothing in this Agreement prevents or restricts you from acquiring and maintaining insurance with higher policy limits or lower deductibles than Franchisor requires.

**C. Insurance Policy Requirements.**

The following general requirements apply to each insurance policy you are required to maintain under this Agreement:

(1) Each insurance policy must be specifically endorsed to provide that the coverage must be primary, and that any insurance carried by any additional insured will be excess and non-contributory.

(2) Each insurance policy must name Franchisor and its Affiliates, and their respective partners, officers, subsidiaries, affiliates, shareholders, directors, regional directors, agents, and employees as additional named insureds on a primary non-contributory basis on an Additional Insured Grantor of Franchise Endorsement per form CG2029 (or an endorsement form with comparable wording acceptable to Franchisor).

(3) No insurance policy may contain a provision that in any way limits or reduces coverage for you in the event of a claim by Franchisor or its Affiliates.

(4) Each insurance policy must extend to, and provide indemnity for, all of your obligations and liabilities to third parties and all other items for which you are required to indemnify Franchisor under this Agreement.

(5) Each insurance policy must be written by an insurance company that has received and maintains "A- VII" or better rating by the latest edition of Best's Insurance Rating Service.

(6) No insurance policy may provide for a deductible amount that exceeds $5,000, unless otherwise approved in writing by Franchisor, and your co-insurance under any insurance policy must be 80% or greater.

**D. Delivery of Certificate.**

No later than seven days prior to opening the Franchised Business to the public and on each policy renewal date thereafter, you shall submit evidence of satisfactory insurance and proof of payment therefore to Franchisor. The evidence of insurance shall include a statement by the issuer that the policy or policies will not be cancelled or materially altered without at least 30 days' prior written notice to Franchisor. Upon request, you also shall provide to Franchisor copies of all or any policies, and policy amendments and riders.

**E. Minimum Insurance Requirements Not a Representation of Adequacy.**

You acknowledge that no requirement for insurance contained in the Agreement constitutes advice or a representation by Franchisor that only such policies, in such amounts, are necessary or adequate to protect you from losses regarding your business under this Agreement. Maintenance of this insurance, and the performance of your obligations under this Article 16, shall not relieve you of liability under the indemnification provisions of this Agreement.

**F. Franchisor's Right to Procure Insurance.**

If you fail to procure or maintain at least the insurance required by this Article 16, as revised from time-to-time pursuant to the Manual or otherwise in writing, Franchisor shall have the immediate right and authority, but not the obligation, to procure such insurance and charge its cost to you, in which case you shall pay Franchisor, immediately upon demand, reimbursement of all out-of-pocket costs incurred by Franchisor in obtaining such insurance on your behalf plus an administrative fee equal to 10% of the annual premium(s) for all insurance policies obtained by Franchisor on your behalf.

## 17. TRANSFER

**A. Transfer by Franchisor.**

Franchisor shall have the right, in its sole discretion and without your consent, to assign this Agreement and/or all of its rights and/or obligations hereunder in a related or third party transaction, may sell any or all of its assets (including its rights in and to the Proprietary Marks and the System); may issue new shares through an initial public offering and/or private placement; may merge with and/or acquire other companies, or may merge into or be acquired by another company; and may pledge its assets to secure payment of its financial obligations.

**B. Transfer by Franchisee.**

You understand and acknowledge that Franchisor has entered into this Agreement in reliance on your business skill, financial capacity, personal character, experience, and demonstrated or purported ability in customer service operations. Accordingly, you may not sell or transfer your interest in this Agreement or the assets of the Franchised Business (except in the ordinary course of your business) without Franchisor's prior written consent. In addition, if you are a Business Entity, no Owner may transfer or assign his or her equity interest in the Business Entity without Franchisor's prior written consent. For purposes of this Section 17.B the term "transfer" means and includes an actual assignment, sale, or transfer of an interest, or a collateral assignment or pledge of the interest as security for performance of an obligation.

You must notify Franchisor in writing at least 60 days prior to the date of any such intended transfer. Any purported transfer, by operation of law or otherwise, not having the written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement. Franchisor shall not unreasonably withhold its consent to any transfer, but may, in its sole discretion, require any or all of the following as

conditions of its consent:

(1) All of your accrued monetary obligations and all other outstanding obligations to Franchisor and its Affiliates and your suppliers shall be up to date, fully paid, and satisfied;

(2) You must be in full compliance with this Agreement and any other agreements between you and Franchisor, its Affiliates, and your suppliers;

(3) You and each Owner shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their respective officers, directors, shareholders, agents, and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances; provided, however, that any release will not be inconsistent with any state statute regulating franchising;

(4) The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's then-current educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Franchised Business; and has sufficient equity capital to operate the Franchised Business;

(5) The transferee shall sign Franchisor's then-current form of franchise agreement for the remaining term (and if the transferee is a Business Entity, then the transferee's Owners shall jointly and severally guarantee your obligations under this Agreement in writing in a form satisfactory to Franchisor), and you shall pay to Franchisor the Transfer Fee in the amount set forth in the Summary Page;

(6) If deemed necessary by Franchisor, the transferee shall agree to update, remodel, refurbish, renovate, modify, or redesign the Franchised Business, at transferee's sole expense, to conform to Franchisor's then-current standards and specifications for an URBAN AIR Adventure Park;

(7) You agree to remain liable for all direct and indirect obligations to Franchisor in connection with the Franchised Business prior to the effective date of the transfer, shall continue to remain responsible for its obligations of nondisclosure, noncompetition, and indemnification as provided elsewhere in this Agreement, and all other obligations that survive termination, expiration, or transfer and shall execute any and all instruments reasonably requested by Franchisor to further evidence such obligation;

(8) The transferee shall comply with Franchisor's initial training requirements;

(9) You or the transferor must provide Franchisor with a copy of the agreements of purchase and sale between the transferor and the transferee. The economic terms of the transfer may not materially and adversely affect, in Franchisor's sole judgment, the post-transfer viability of the Franchised Business.

**C. Security Interest.**

You may grant a security interest in this Agreement or the franchise represented by this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not under any circumstances entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in the franchise without Franchisor's consent.

**D. Public and Private Offerings.**

If you are a Business Entity and you intend to issue equity interests pursuant to a public or private offering, you shall first obtain Franchisor's written consent, which consent shall not be unreasonably withheld. You must provide to Franchisor for its review a copy of all offering materials (whether or not such materials are required by applicable securities laws) at least 60 days prior to such documents being filed with any government agency or distributed to investors. No offering shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating in an underwriting, issuance, or offering of your securities, and Franchisor's review of any offering shall be limited to ensuring compliance with the terms of this Agreement. Franchisor may condition its approval on satisfaction of any or all conditions set forth in Section 17.B and on execution of an indemnity agreement, in a form prescribed by Franchisor, by you and any other participants in the offering. For each proposed offering, you shall pay to Franchisor a retainer in an amount determined by Franchisor, which

Franchisor shall use to reimburse itself for the reasonable costs and expenses it incurs (including, without limitation, attorneys' fees and accountants' fees) in connection with reviewing the proposed offering.

**E. Right of First Refusal.**

If you receive a bona fide offer to purchase your interest in this Agreement or all or substantially all of the assets of the Franchised Business, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and you or such Owner wishes to accept such offer, you or the Owner must deliver to Franchisor written notification of the offer and, except as otherwise provided herein, Franchisor shall have the right and option, exercisable within 30 days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party. If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur by the later of: (1) the closing date specified in the third-party offer; or (2) within 60 days from the date of notice to the seller of Franchisor's election to purchase. Franchisor failure to exercise the option described in this Section 17.E shall not constitute a waiver of any of the transfer conditions set forth in this Article 17.

**F. Transfer Upon Death or Mental Incapacity.**

If any Owner dies or becomes incapacitated, Franchisor shall consent to the transfer of the former Owner's interest in this Agreement or equity interest in the franchisee (as applicable) to his or her spouse or heirs, whether such transfer is made by will or by operation of law, if, in Franchisor's sole discretion and judgment, the transferee meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the Franchised Business herein; has at least the same managerial and financial criteria required by new franchisees; and has sufficient equity capital to operate the Franchised Business. If said transfer is not approved by Franchisor, the executor, administrator, or personal representative of such person shall transfer the former Owner's interest to a third party approved by Franchisor within six months after such death, mental incapacity, or disability. Such transfer shall be subject to Franchisor's right of first refusal and to the same conditions as any *inter vivos* transfer.

**G. Non-Waiver of Claims.**

Franchisor's consent to a Transfer shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of Franchisor's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which Franchisor and the transferee are parties, by the transferee.

**H. Franchisor's Right to Purchase Business.**

(1) **Grant of Purchase Right**. In addition to those rights and remedies provided Franchisor herein, Franchisee, and on behalf of itself and its Affiliates and Owners, hereby grants Franchisor the Purchase Right. Franchisor may exercise the Purchase Right by providing you the Purchase Notice. Franchisor retains the unrestricted right to assign this Purchase Right. Conditioned on the issuance of the Purchase Notice, at closing Franchisor shall pay you the Fair Market Value, save and except as otherwise provided for herein. The purchase transaction will take the form of an asset purchase. Unless otherwise mutually agreed by the parties, Franchisor will assume no liabilities, except for post-closing obligations that arise under the lease.

(2) **Appraisal**. During the Negotiation Period, Franchisor and Franchisee shall negotiate in good faith to determine the Fair Market Value of the Assets. If Franchisor and Franchisee cannot agree on the Fair Market Value during the Negotiation period, it will be determined by three appraisers. Within five business days following the Negotiation Period, Franchisor and Franchisee shall each appoint an accredited appraiser (should either party fail to appoint an appraiser timely, then the Fair Market Value shall be determined by the one appointed appraiser). The third appraiser shall be appointed by agreement of the appraisers appointed by Franchisor and Franchisee. If the two appraisers are unable to agree upon a third appraiser, either party may petition a court to appoint the third appraiser, subject to the provisions herein regarding venue, choice of law and

forum. The parties shall share equally the fees and expenses for the third appraiser. The appraisers must complete their appraisal and issue a written report of their conclusion within thirty (30) days after their appointment, unless otherwise agreed to by the parties. Except as otherwise provided in section 17.H(3), below, the determination of the Fair Market Value by the Appraisers shall be final and binding on the parties. Franchisee shall provide such documentation as Franchisor or the Appraisers may reasonably request for purposes of calculating the Fair Market Value.

(3) **Closing**. Franchisor, or its assignee, shall pay the Fair Market Value at the Closing in good and immediate funds. At Closing, you shall deliver instruments transferring to us or our assignee:

(a) good and merchantable title to the Assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you;

(b) all of the Franchised Businesses' licenses and permits that may be assigned or transferred; and

(c) the fee simple or leasehold interest in the Approved Location and improvements or a lease assignment or lease or sublease, as applicable.

If you cannot deliver clear title to all of the Assets purchased, or if there are other unresolved issues, we (or our assignee) and you will close the sale through an escrow or another process designed to facilitate the transaction's closing while open issues are addressed. You and your Affiliates and Owners further agree to execute general releases, in a form satisfactory to us, of any and all claims against us and our Owners, Affiliates, officers, directors, members, managers, partners, employees, agents, successors, and assigns. If we exercise our Purchase Right, you and your Owners agree that, for five (5) years beginning on the closing date, you and they will be bound by the non-competition covenant contained in this Agreement. Franchisor is entitled to receive from you, your Affiliate, and your Owners, all customary warranties and representations in our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets, liens, and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise. Notwithstanding anything herein to the contrary, Franchisor shall not be obligated purchase the Assets if the average Fair Market Value identified by the Appraisers exceeds 105% of the Fair Market Value identified by the Appraiser appointed by Franchisor.

(4) **Right to Approved Location**. If you lease the Approved Location, or if Franchisor chooses not to purchase your (or your affiliate's) fee simple interest in the Approved Location, you agree (as applicable) at our election to (a) assign your leasehold interest in the Approved Location to us, (b) enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the lease for the Approved Location, or (c) lease the Premises to us for an initial ten (10) year term, with three, five (5) year renewal terms (at our option) on commercially reasonable terms.

(5) **Definitions**.

(a) "Assets" shall mean (i) all of the property, whether real or personal, of the Franchised Business, (ii) the leasehold rights to the Approved Location, and (iii) the fee simple interest in the Approved Location (if owned by Franchisee, Owner or one of your affiliates and is subject to conveyance as part of the exercise of the Purchase Right), save and except as otherwise provided for herein.

(b) "Closing" shall occur no later than sixty days after the Fair Market Value is determined by the Appraisers.

(c) "Fair Market Value" shall equal the average of the values of the Assets at the time of the Triggering Event as determined by the Appraisers discounted by any outstanding indebtedness, liabilities, liens, and obligations relating to the Company. For purposes of determining the Fair Market Value (i) all equipment, attractions, and computer systems shall be determined to maintain a useful life of no more than three (3) years, (ii) all real property and improvements thereon shall be valued at that amount of cash

which would be realized by the owner if such real property and improvements were sold by a willing seller to a willing buyer to be used as an URBAN AIR Adventure Park as contemplated in the Franchise Agreement and for no other purpose, and (iii) the valuation of the Assets shall not include (A) any business goodwill or going concern factor, whether or not attributable to our Marks, System, Brand, this Agreement, intellectual property, or the Franchised Business, (B) the System or any rights granted by this Agreement or the lease for the Approved Location, or (C) any items that Franchisor determines are not reasonably necessary (in function or quality) to the operation of the Franchised Business or that Franchisor deems as not approved as meeting the Standards. Further, the definition of Fair Market Value shall also be reduced by that amount equal to (iv) any sums owing to Franchisor by Franchisee, its Owners, or Affiliates, as of the date of the closing under the Franchise Agreement or any other agreement with Franchisor or any of its Affiliates, (v) any sums expended by Franchisor to cure any defaults by Franchisee, Owner, or their Affiliates under any deeds to secure debt, mortgages, deeds of trust or other liens or encumbrances affecting the Assets or Franchised Business, and (vi) all expenses of Franchisor incurred in negotiating and effecting the purchase of any of the Assets (including all attorneys' fees and other expenses).

(d) "Negotiation Period" shall mean the 10-day period following issuance of the Purchase Notice.

(e) "Purchase Notice" shall mean the provision of written notice by Franchisor to Franchisee exercising the Purchase Right within thirty days of a Triggering Event

(f) "Purchase Price" shall equal the Fair Market Value.

(g) "Purchase Right" shall mean Franchisor's right, upon the happening of a Triggering Event, to purchase the Assets from Franchisee, its Owners, and Affiliates free and clear of all liens, restrictions or encumbrances in exchange for payment of the Purchase Price.

(h) "Triggering Event" shall mean the occurrence of any one or more of the following events: (i) termination of this Agreement according to its terms and conditions, (ii) your termination of this Agreement without cause, (iii) expiration of this Agreement, (iv) notice from Franchisor that it intends to purchase all or substantially all of the franchises in the System, and (v) the date of an initial public offering as identified in a notice from Franchisor.

(6) **Continuing Obligation**. All of our and your (and your Owners') obligations set forth in this Section that expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

(7) **Indemnification. FRANCHISEE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS FRANCHISOR FROM AND AGAINST ALL OBLIGATIONS, LIABILITIES, CLAIMS AND CAUSES OF ACTION ACCRUING PRIOR TO CLOSING AND THAT IN ANY WAY RELATE TO OR ARISE OUT OF THE OPERATION OF THE FRANCHISED BUSINESS.**

## 18. DEFAULT AND TERMINATION

### A. Automatic Termination.

This Agreement will terminate automatically, without notice and without an opportunity to cure, if you become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against you and you do not oppose it; if you are adjudicated bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian (permanent

or temporary) for you or your business assets, or any part thereof, is filed against you; if any court of competent jurisdiction appoints a receiver or other custodian (permanent or temporary) for you or your business assets, or any part thereof; if proceedings for a composition with creditors under any state or federal law is instituted by or against you; if a final judgment is entered against you and remains unsatisfied or of record for 30 days or longer, unless a *supersedeas* bond is filed; if you are dissolved, voluntarily or involuntarily; if execution is levied against any assets of you or the Franchised Business; if any proceedings to foreclose any lien or mortgage against you, the Franchised Business, or the assets, equipment, or premises of any of the same, is instituted and not dismissed within 30 days; or if the real or personal property of you, the Franchised Business is sold after levy thereupon by any sheriff, marshal, constable, or other authorized law enforcement personnel.

**B. Termination without Opportunity to Cure.**

Franchisor may terminate this Agreement, by delivering to you written notice of termination, upon the occurrence of any of the following events of default:

(1) You fail to identify a site for the Franchised Business in accordance with Section 3.A, or your failure to open the Franchised Business for business in accordance with Section 4.B and Article 5;

(2) Your abandonment of the Franchised Business (for purposes of this provision "abandonment" will be deemed to occur if you fail to operate the Franchised Business on three or more consecutive days or if you otherwise convey an intention to close the Franchised Business), or lose the right to possess the Franchised Business premises;

(3) The making of any false or materially misleading representations in your franchise application or during the franchise application process;

(4) Your conviction, or any Owner's, conviction of a felony, a crime involving moral turpitude or any other crime which is likely to materially and adversely affect the System or the goodwill associated with the Proprietary Marks, or if you or any Owner is held liable in any civil action involving allegations of fraud or unfair trade practices or similar allegations;

(5) Violation of any confidentiality or non-compete obligations, as described in Article 14, by you or any Owner;

(6) The Franchised Business fails two consecutive quality assurance inspections during any rolling 12-month period or fails three quality assurance inspections during any rolling 24-month period;

(7) Termination for cause of any other franchise agreement between Franchisor and you or your Affiliate; or

(8) Delivery of three or more notices of default during any rolling 24-month period, whether or not the event(s) of default described in such notices ultimately are cured.

**C. Termination with Opportunity to Cure.**

Franchisor may terminate this Agreement, by delivery of written notice of default, upon the occurrence of any of the following events of default and your failure to take appropriate corrective action during the applicable cure period:

(1) You fail to pay any monies owed to Franchisor or its Affiliates or your trade creditors within ten (10) days after delivery of written notice of a deficiency;

(2) You misuse the Proprietary Marks, the Copyrighted Works, or Franchisor's other intellectual property (which includes, without limitation, offering or selling unauthorized products or services under or in conjunction with the Proprietary Marks), and fail to correct the misuse within five (5) days after delivery of written notice;

(3) The Franchised Business is cited for violation of health, sanitation, or safety laws or regulations, and fails to cure the violation within five (5) days after receiving the citation;

(4) You fail to comply with any provision of this Agreement (except as otherwise provided in this Article 18) and fail to take appropriate corrective action within thirty (30) days after delivery of written notice of a deficiency; or

(5) Failure to open to the public the Franchised Business by the Opening Date.

**D. Other Remedies.**

In addition to its termination rights, Franchisor shall have the right to require the Franchised Business, or a portion thereof, closed during any period in which (1) it is in violation of applicable health, sanitation, or safety laws or regulations, or (2) Franchisor determines, in its sole discretion, that continued operation of the Franchised Business poses a risk to public health or safety.

**E. Step-In Rights.**

To prevent any interruption of business of the Franchised Business and any injury to the goodwill and reputation thereof which may be caused thereby, you hereby authorize Franchisor, and Franchisor shall have the right, but not the obligation, to operate the Franchised Business for as long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor, may have under this Agreement, if you are in default of your obligations under this Agreement. If Franchisor undertakes to operate the Franchised Business, Franchisor shall have the right to collect and pay from the revenues of the Franchised Business all expenses relating to the operation of the Franchised Business including, without limitation, Royalty Fees, employee salaries, reimbursement of Franchisor's expenses incurred regarding such operation, and a reasonable management fee. **YOU SHALL INDEMNIFY AND HOLD FRANCHISOR HARMLESS FROM ANY AND ALL CLAIMS ARISING FROM THE ALLEGED ACTS AND OMISSIONS OF FRANCHISOR AND ITS REPRESENTATIVES.**

## 19. OBLIGATIONS UPON EXPIRATION OR TERMINATION

**A. Expiration or Termination of Franchise.**

Upon termination or expiration of this Agreement, you shall have no further right to use the Proprietary Marks, Copyrighted Works or other intellectual property owned and licensed to you by Franchisor. You may no longer hold yourself out as an URBAN AIR ADVENTURE PARK franchisee, and you shall refrain from representing any present or former affiliation with Franchisor or the URBAN AIR ADVENTURE PARK franchise System. You shall immediately pay all sums due and owing to Franchisor and its Affiliates.

You shall immediately take all actions necessary to cancel any assumed or fictitious name containing the Proprietary Marks and shall do all things necessary to transfer to Franchisor or its designee the Franchised Business' telephone number(s). You hereby grant to Franchisor and its representatives power of attorney for the specific purpose of executing all documents and doing all things necessary to effect such cancellations and transfers.

You shall immediately surrender to Franchisor all copies of all materials in your possession including the Manual and all other documentation relating to the operation of the Franchised Business in your possession, and all copies thereof, and shall retain no copy or record of any of the foregoing, excepting only your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law.

Further, you agree that, upon termination or expiration of this Agreement, for any reason, you will immediately comply with our then-current debranding checklist, which shall require you to, among other things:

(1) Remove and destroy all interior and exterior signage, point of sale materials, business forms, and stationery received from us;
(2) Delete from all computer hard drives all materials, information, communications, manuals, and marketing and promotion materials received from us;
(3) Remove all decals containing the URBAN AIR or URBAN AIR ADVENTURE PARK name, the Marks, any slogans, or orange, black, and blue color scheme;

(4) Repaint or remove all orange, black, and blue colors from all equipment, padding, walls, doors, floors, and other surfaces;
(5) Promptly instruct all third-party internet sites and telephone directories to remove all listings identifying the location as an URBAN AIR ADVENTURE PARK business;
(6) Return all uniforms, sales materials, operations manuals, and other items that contain any Confidential Information;
(7) Cancel all fictitious or assumed names or equivalent registrations relating to your use of any of the Proprietary Marks;
(8) Change your corporate and legal business name, if necessary, so that it does not contain any of the Proprietary Marks; and
(9) Return to us all signs, sign-faces, sign-cabinets, marketing materials, forms, packaging, and other materials that contain any of the Marks.

**B. Franchisor's Option to Assume Lease and Purchase Assets.**

Upon termination or expiration of this Agreement, Franchisor shall have the option, but not the obligation, to assume your lease for the Franchised Business premises by delivering to you written notice of its election within 30 days after termination or expiration of this Agreement. If Franchisor exercises its option, it shall also have the right, but not the obligation, to purchase the Franchised Business' furnishings, equipment, graphics, signage, small wares, and saleable inventory for the Purchase Price. Franchisor shall also have the right, but not the obligation, to assume any equipment leases and other contracts relating to the operation of the Franchised Business as Franchisor, in its sole discretion, agrees to assume. Closing on the purchase of assets shall occur no later than 60 days after Franchisor exercises its option. The closing and Purchase Price shall be determined in accordance with the provisions of Section 17.H above.

Franchisor may exclude from the assets purchased hereunder cash or its equivalent and any equipment, signs, inventory, materials, and supplies that are not reasonably necessary (in function or quality to the Franchised Business' operations as determined by Franchisor or that Franchisor has not approved as meeting standards for an URBAN AIR Adventure Park, and the Purchase Price will reflect such exclusions.

If Franchisor elects not to assume your lease for the Franchised Business premises, Franchisor shall have the option to purchase, or may require you to destroy, any graphics, signage, or other materials bearing the Proprietary Marks. To the extent that Franchisor elects to purchase any such items, the purchase price shall be equal to fully depreciated book value of such items. You shall immediately remove from the Franchised Business premises all items bearing the Proprietary Marks and Copyrighted Works and modify the trade dress as necessary to distinguish the premises from an URBAN AIR Adventure Park. If you fail or refuse to comply with the requirements of this Section 19.B, Franchisor and its representatives shall have the right to enter on the Franchised Business premises, without liability for trespass or other civil tort, for purposes of making such changes, at your expense, which you shall pay upon demand.

Franchisor shall have the right to offset against the purchase price of any items purchased from you pursuant to this Section 19.B any of the following: (1) amounts that you owe to Franchisor or its Affiliates; (2) lease transfer fees (if any), other costs owed to your landlord, and the costs of renovating the Franchised Business premises so that it meets Franchisor's then-current standards and specifications (if Franchisor elects to assume the lease for the Franchised Business premises); (3) the costs of de-identifying the Franchised Business premises in accordance with this Section 19.B, if you fail to do so (if Franchisor does not elect to assume the lease for the Franchised Business premises premises); and (4) all costs incurred by Franchisor relating to its purchase of the Franchised Business' assets (including the cost of an independent appraiser, if necessary).

**C. Compliance with Post Term Obligations.**

You and each Owner shall comply with all covenants and obligations which, by their nature, survive termination of this Agreement including, without limitation, the confidentiality obligations and restrictive covenants set forth and described in Article 14 of this Agreement and the indemnification obligations set forth and described in Section 20.B of this Agreement.

## 20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

### A. Independent Contractor.

The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that you will operate the Franchised Business as an independent contractor, we and you are not do not intend to be partners, associates, or joint employers in any way, we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances, and that nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, fiduciary relationship, master-servant relationship, or legal relationship of any kind. Franchisor shall have no relationship with your employees and you have no relationship with Franchisor's employees.

None of your employees will be considered employees of Franchisor or its Affiliates. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be an employee of Franchisor or its Affiliates for any purpose, including with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state, or federal governmental agency. Neither Franchisor nor its Affiliates will have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that Franchisor's authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your Franchised Business does not directly or indirectly vest in Franchisor or its Affiliates the power to hire, fire, or control any such employee. You further acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities, and elements of your Franchised Business and that under no circumstance shall Franchisor or its Affiliates do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications, and procedures of System which you are required to comply with under this Agreement, whether set forth in the Manual or otherwise, do not directly or indirectly constitute, suggest, infer, or imply that Franchisor or its Affiliates controls any aspect or element of the day-to-day operations of your Franchised Business, which you alone control, but constitute only standards to which you must adhere when exercising your control of the day-to-day operations of your Franchised Business.

Except as otherwise expressly authorized by this Agreement, neither party hereto will make any express or implied agreements, warranties, guarantees, or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between Franchisor and you are other than that of franchisor and franchisee. Franchisor does not assume any liability, and will not be deemed liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement, nor will Franchisor be obligated for any damages to any person or property which directly or indirectly arise from or relate to the operation of the Franchised Business.

During the term of this Agreement, you shall identify yourself as the owner of the Franchised Business operating under a franchise granted by Franchisor, and shall apply for all permits, certificates of occupancy, and business licenses in your own name. Additionally, your individual name (if you are an individual) or your corporate name (if you are a Business Entity) must appear prominently on all invoices, order forms, receipts, business stationery, and contracts. You shall not use the Proprietary Marks to incur or secure any obligation or indebtedness on behalf of Franchisor. You shall display at the Franchised Business, in a conspicuous location, a form of notice approved by Franchisor, stating that you are an independent franchised operator of the URBAN AIR ADVENTURE PARK Franchised Business.

### B. Indemnification.

**YOU SHALL DEFEND AT YOUR OWN COST AND INDEMNIFY AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISOR AND ITS AFFILIATES, AND THEIR RESPECTIVE SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, DESIGNEES, AND REPRESENTATIVES (COLLECTIVELY, THE "FRANCHISOR INDEMNITEES") FROM ALL LOSSES AND EXPENSES INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, CLAIM, CAUSE OF ACTION, DEMAND, INVESTIGATION, OR FORMAL OR INFORMAL INQUIRY (REGARDLESS OF WHETHER ANY OF THE FOREGOING IS REDUCED TO JUDGMENT), OR ANY SETTLEMENT**

OF THE FOREGOING, WHICH ACTUALLY OR ALLEGEDLY, DIRECTLY OR INDIRECTLY, ARISES OUT OF, IS BASED UPON, IS A RESULT OF, OR IS IN ANY WAY RELATED TO ANY OF THE FOLLOWING: (1) ANY ACTUAL OR ALLEGED INFRINGEMENT OR ANY OTHER VIOLATION OR ANY OTHER ALLEGED VIOLATION OF ANY PATENT, TRADEMARK, COPYRIGHT, OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY THIRD PARTIES BY YOU OR THE FRANCHISED BUSINESS OR ANY OF THEIR RESPECTIVE THE OWNERS, OFFICERS, DIRECTORS, MANAGEMENT, EMPLOYEES, AGENT, SERVANTS, CONTRACTORS, SUBCONTRACTORS, PARTNERS, PROPRIETORS, AFFILIATES OR REPRESENTATIVES, OR ANY THIRD PARTY ACTING ON BEHALF OF OR AT THE DIRECTION OF SUCH PERSONS OR ENTITIES, WHETHER IN CONNECTION WITH THE FRANCHISED BUSINESS OR OTHERWISE; (2) ANY ACTUAL OR ALLEGED VIOLATION OR BREACH OF ANY CONTRACT, FEDERAL, STATE, OR LOCAL LAW, REGULATION, RULING, STANDARD, OR DIRECTIVE OF ANY INDUSTRY STANDARD BY YOU OR THE FRANCHISED BUSINESS OR ANY OF THEIR RESPECTIVE THE OWNERS, OFFICERS, DIRECTORS, MANAGEMENT, EMPLOYEES, AGENT, SERVANTS, CONTRACTORS, SUBCONTRACTORS, PARTNERS, PROPRIETORS, AFFILIATES OR REPRESENTATIVES, OR ANY THIRD PARTY ACTING ON BEHALF OF OR AT THE DIRECTION OF SUCH PERSONS OR ENTITIES, WHETHER IN CONNECTION WITH THE FRANCHISED BUSINESS OR OTHERWISE; (3) ANY ACTUAL OR ALLEGED LIBEL, SLANDER, OR ANY OTHER FORM OF DEFAMATION BY YOU OR THE FRANCHISED BUSINESS OR ANY OF THEIR RESPECTIVE THE OWNERS, OFFICERS, DIRECTORS, MANAGEMENT, EMPLOYEES, AGENT, SERVANTS, CONTRACTORS, SUBCONTRACTORS, PARTNERS, PROPRIETORS, AFFILIATES OR REPRESENTATIVES, OR ANY THIRD PARTY ACTING ON BEHALF OF OR AT THE DIRECTION OF SUCH PERSONS OR ENTITIES, WHETHER IN CONNECTION WITH THE FRANCHISED BUSINESS OR OTHERWISE; (4) ANY ACTUAL OR ALLEGED VIOLATION OR BREACH OF ANY WARRANTY, REPRESENTATION, AGREEMENT, OR OBLIGATION IN THIS AGREEMENT BY YOU OR THE FRANCHISED BUSINESS OR ANY OF THEIR RESPECTIVE THE OWNERS, OFFICERS, DIRECTORS, MANAGEMENT, EMPLOYEES, AGENT, SERVANTS, CONTRACTORS, SUBCONTRACTORS, PARTNERS, PROPRIETORS, AFFILIATES OR REPRESENTATIVES, OR ANY THIRD PARTY ACTING ON BEHALF OF OR AT THE DIRECTION OF SUCH PERSONS OR ENTITIES, WHETHER IN CONNECTION WITH THE FRANCHISED BUSINESS OR OTHERWISE; (5) ANY AND ALL ACTS, ERRORS, OR OMISSIONS ENGAGED IN BY YOU OR THE FRANCHISED BUSINESS OR ANY OF THEIR RESPECTIVE THE OWNERS, OFFICERS, DIRECTORS, MANAGEMENT, EMPLOYEES, AGENT, SERVANTS, CONTRACTORS, SUBCONTRACTORS, PARTNERS, PROPRIETORS, AFFILIATES OR REPRESENTATIVES, OR ANY THIRD PARTY ACTING ON BEHALF OF OR AT THE DIRECTION OF SUCH PERSONS OR ENTITIES, WHETHER IN CONNECTION WITH THE FRANCHISED BUSINESS OR OTHERWISE, ARISING OUT OF OR RELATED TO THE DESIGN, CONSTRUCTION, CONVERSION, BUILD OUT, OUTFITTING, REMODELING, RENOVATION, UPGRADING, OR OPERATION OF THE FRANCHISED BUSINESS, WHETHER ANY OF THE FOREGOING WAS APPROVED BY FRANCHISOR; (6) ANY AND ALL ACTS, ERRORS, OR OMISSIONS ENGAGED IN BY YOU OR THE FRANCHISED BUSINESS OR ANY OF THEIR RESPECTIVE THE OWNERS, OFFICERS, DIRECTORS, MANAGEMENT, EMPLOYEES, AGENT, SERVANTS, CONTRACTORS, SUBCONTRACTORS, PARTNERS, PROPRIETORS, AFFILIATES OR REPRESENTATIVES, OR ANY THIRD PARTY ACTING ON BEHALF OF OR AT THE DIRECTION OF SUCH PERSONS OR ENTITIES, WHETHER IN CONNECTION WITH THE FRANCHISED BUSINESS OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE SUFFERED OR CAUSED BY ANY DELIVERY PERSON OR VEHICLE SERVING YOUR FRANCHISED BUSINESS; (7) ALL LIABILITIES ARISING FROM OR RELATED TO YOUR OFFER, SALE, OR DELIVERY OF PRODUCTS OR SERVICES AS CONTEMPLATED BY THIS AGREEMENT; (8) ANY AND ALL LATENT OR OTHER DEFECTS IN THE FRANCHISED BUSINESS, WHETHER OR NOT DISCOVERABLE BY FRANCHISOR OR YOU; (9) THE INACCURACY, LACK OF AUTHENTICITY, OR NONDISCLOSURE OF ANY INFORMATION BY

**ANY CUSTOMER OF THE FRANCHISED BUSINESS; (10) YOUR ESTABLISHMENT, CONSTRUCTION, OPENING, OR OPERATION OF YOUR FRANCHISED BUSINESS, INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE SUFFERED OR CAUSED BY ANY CUSTOMER, VISITOR, OPERATOR, EMPLOYEE, OR GUEST OF THE FRANCHISED BUSINESS; CRIMES COMMITTED ON OR NEAR ANY OF THE PREMISES OR FACILITIES OF OR VEHICLES USED BY YOUR FRANCHISED BUSINESS; ANY SERVICES OR PRODUCTS PROVIDED BY YOU AT OR FROM THE FRANCHISED BUSINESS OR OTHERWISE RELATED TO THE OPERATION OF THE FRANCHISED BUSINESS; (11) ANY SERVICES OR PRODUCTS PROVIDED BY ANY AFFILIATED OR NONAFFILIATED PARTICIPATING ENTITY; (12) ANY ACTION BY ANY CUSTOMER, VISITOR, OPERATOR, EMPLOYEE, OR GUEST OF THE FRANCHISED BUSINESS OR ANY OTHER FACILITY OF YOUR FRANCHISED BUSINESS; (13) ANY AND ALL ACTS, ERRORS, OR OMISSIONS ENGAGED IN BY YOU OR ANY OF YOUR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGEMENT, EMPLOYEES, AGENT, SERVANTS, CONTRACTORS, SUBCONTRACTORS, PARTNERS, PROPRIETORS, AFFILIATES OR REPRESENTATIVES, OR ANY THIRD PARTY ACTING ON BEHALF OF OR AT THE DIRECTION OF SUCH PERSONS OR ENTITIES, WHETHER IN CONNECTION WITH THE FRANCHISED BUSINESS OR OTHERWISE, ARISING OUT OF OR RELATED TO ANY DISCRIMINATION, HARASSMENT, DISABILITY, HOUR AND WAGE CLAIMS, OR OTHER EMPLOYMENT PRACTICES IN ANY WAY RELATED TO THE OPERATION OF THE FRANCHISED BUSINESS, WHETHER ANY OF THE FOREGOING WAS APPROVED BY FRANCHISOR, (14) ANY AND ALL CLAIMS RELATED TO YOUR NONCOMPLIANCE OR ALLEGED NONCOMPLIANCE WITH ANY LAW, ORDINANCE, RULE OR REGULATION, INCLUDING ANY ALLEGATION THAT WE ARE A JOINT EMPLOYER OR OTHERWISE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS RELATING TO YOUR EMPLOYEES, AND (15) ANY DAMAGE TO THE PROPERTY OF YOU OR FRANCHISOR, THEIR AGENTS, OR EMPLOYEES, OR ANY THIRD PERSON, FIRM, OR CORPORATION, WHETHER OR NOT SUCH LOSSES, CLAIMS, COSTS, EXPENSES, DAMAGES, OR LIABILITIES WERE ACTUALLY OR ALLEGEDLY CAUSED WHOLLY OR IN PART THROUGH THE ACTIVE OR PASSIVE NEGLIGENCE OF FRANCHISOR OR ANY OF ITS AGENTS OR EMPLOYEES, OR RESULTED FROM ANY STRICT LIABILITY IMPOSED ON FRANCHISOR OR ANY OF ITS AGENTS OR EMPLOYEES. YOU AGREE TO TAKE ALL STEPS REASONABLY NECESSARY TO ENSURE THAT ALL EMPLOYEES OF FRANCHISED BUSINESS ARE COMPETENT TO PERFORM THE TASKS REQUIRED OF A FRANCHISEE AND WILL NOT INTENTIONALLY HARM OTHERS, INCLUDING, BUT NOT LIMITED TO APPROPRIATE DRUG AND ALCOHOL TESTS AND BACKGROUND CHECKS FOR CRIMINAL, FRAUDULENT AND MOTOR VEHICLE OFFENSES.**

**THE INDEMNIFICATION REQUIRED UNDER THIS SECTION 20.B SHALL APPLY TO ALL CLAIMS, INCLUDING THOSE THAT ARISE, OR ARE ALLEGED TO ARISE, AS A RESULT OF FRANCHISOR'S OWN NEGLIGENCE OR GROSS NEGLIGENCE, IF ANY, WHETHER FRANCHISOR'S NEGLIGENCE OR GROSS NEGLIGENCE IS THE SOLE, CONTRIBUTING, OR CONCURRING CAUSE OF SUCH ALLEGED DAMAGES THAT MIGHT BE ASSERTED.**

For purposes of this Agreement, the term "Losses and Expenses" means, without limitation, all claims, losses, liabilities, costs, and expenses including compensatory, exemplary, incidental, consequential, statutory, or punitive damages or liabilities; fines, penalties, charges, expenses, lost profits, attorneys' fees, expert fees, costs of investigation, court costs, settlement amounts, judgments, compensation for damages to Franchisor's reputation and goodwill, costs of or resulting from delays, and financing; travel, food, lodging, and other expenses necessitated by Franchisor's need or desire to appear before, or witness the proceedings of, courts or tribunals (including arbitration tribunals), or governmental or quasi-governmental entities, including those incurred by Franchisor's attorneys or experts to attend any of the same; costs of advertising material and media/time/space, and costs of changing, substituting, or replacing the same; and any and all expenses of recall, refunds, compensation, public notices, and all other amounts incurred by Franchisor in connection with the matters described above. All such Losses and Expenses incurred by Franchisor will be chargeable to and payable

by you pursuant to this Section 20.B, regardless of any actions, activities, or defenses undertaken by Franchisor or the subsequent success or failure of such actions, activities, or defenses.

You shall give Franchisor written notice of any event of which you are aware for which indemnification is required within three days of your actual or constructive knowledge of such event. At your expense and risk, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense or settlement thereof, provided that Franchisor will seek your advice and counsel. Any assumption by Franchisor shall not modify your indemnification obligation. Franchisor may, in its sole and absolute discretion, take such actions as it deems necessary and appropriate to investigate, defend, or settle any event, or take other remedial or corrective actions with respect thereof as may be, in Franchisor's sole and absolute discretion, necessary for the protection of the Franchisor Indemnities or the System. Under no circumstances will Franchisor or the Franchisor Indemnities be required to seek recovery from third parties or to otherwise mitigate their losses to maintain a claim against you; in no event will a failure to pursue recovery from third parties or to mitigate loss reduce the amounts recoverable by Franchisor or the Franchisor Indemnities from you. The indemnification obligations provided by this Section 20.B will survive the expiration or termination of this Agreement.

## 21. NOTICES

All notices, requests, and reports required or permitted under this Agreement must be in writing and must be personally delivered, sent by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, by facsimile (provided that the sender confirms the facsimile by sending an original confirmation copy by certified mail or expedited delivery service within five calendar days after transmission) to the respective parties at the addresses reflected in the Summary Page, unless and until a different address has been designated by written notice to the other party, or by email (provided that the sender sends a copy by certified mail or expedited delivery service within five calendar days after transmission) to the respective parties at the addresses reflected in the Summary Page, unless and until a different address has been designated by written notice to the other party. Any notice will be deemed to have been given at the time of personal delivery or receipt; provided, however, that if delivery is rejected, delivery will be deemed to have been given at the time of such rejection.

## 22. SEVERABILITY AND CONSTRUCTION

### A. Entire Agreement.

This Agreement, all attachments to this Agreement, and all ancillary agreements executed contemporaneously with this Agreement constitute the final and fully integrated agreement between the parties regarding the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Nothing in this agreement or any related agreement is intended to disclaim the representation made in the disclosure document provided to you by Franchisor.

### B. Modification.

This Agreement may be modified only by a written document, signed by both parties.

### C. Written Consent.

Whenever this Agreement requires the prior approval or consent of Franchisor, you shall make a timely written request to Franchisor therefore and such approval or consent shall be obtained in writing.

### D. No Waiver.

No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by you with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. Franchisor's waiver of any particular default by you shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar, or different nature, nor shall any delay, forbearance, or omission of Franchisor to exercise any power or right arising out of any breach or default by you of any of the terms, provisions, or covenants hereof affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any right hereunder or the right to declare any

subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by you of any terms, covenants, or conditions of this Agreement.

**E. Severability.**

Except as expressly provided to the contrary herein, each section, part, term, and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement; provided, however, that if Franchisor determines that such finding of invalidity or illegality adversely affects the basic consideration of this Agreement, Franchisor, at its option, may terminate this Agreement.

**F. Captions and Headings; References to Gender; Counterparts.**

All captions in this Agreement are intended solely for the convenience of the parties, and none of the captions shall be deemed to affect the meaning or construction of any provision hereof. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural. This Agreement may be executed in one or more originals, each of which shall be deemed an original.

**G. Persons Bound.**

All acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all of the parties executing this Agreement as franchisee hereunder. As used in this Agreement, the term "you" shall include all persons who succeed to the interest of the original franchisee by transfer or operation of law.

**H. Franchisor's Judgment.**

Whenever this Agreement or any related agreement grants, confers, or reserves to Franchisor the right to take action, refrain from taking action, grant or withhold consent, or grant or withhold approval, Franchisor will, unless the provision specifically states otherwise, have the right to engage in such activity at its option taking into consideration its assessment of the long-term interests of the System overall. You acknowledge and recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by Franchisor's business judgment, neither said court, said judge, nor any other person reviewing those activities or decisions will substitute his, her, or its judgment for Franchisor's judgment. When the terms of this Agreement specifically require that Franchisor not unreasonably withhold approval or consent, any withholding of our approval or consent will be considered reasonable if you are in default or breach under this Agreement.

## 23. GOVERNING LAW AND FORUM SELECTION

**A. Governing Law.**

This Agreement is made in and takes effect upon its acceptance and execution by Franchisor at its corporate headquarters in Texas. This Agreement and all claims arising out of or related to the relationship created hereby shall be governed by and interpreted and construed under the substantive laws of the State of Texas, without regard to it conflicts of laws principles, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.) and U.S. Copyright Act, 17 U.S.C. Section 101 et seq.).

**B. Jurisdiction and Venue.**

Any litigation arising out of or related to this Agreement, the offer and sale of the URBAN AIR franchise opportunity, or any other dispute between the parties shall be brought and maintained exclusively in a federal or state court serving the judicial district in which Franchisor's principal headquarters are located at the time litigation is commenced. You hereby irrevocably submit to the exclusive jurisdiction of such courts and specifically waive any objection you may have to either the jurisdiction or exclusive venue of such courts. The

parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Notwithstanding the foregoing, you acknowledge and agree that Franchisor may bring and maintain an action against you in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders, and preliminary and permanent injunctions.

**C. Remedy.**

Unless otherwise specified in this Agreement, no right or remedy conferred upon or reserved by Franchisor or you by this Agreement is intended and it shall not be deemed to be exclusive of any other right or remedy provided or permitted herein, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

You may not under any circumstances make any claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld or delayed any consent or approval under this Agreement, and you hereby waive any such claim for damages, whether by way of affirmative claim, setoff, counterclaim, or defense. Your sole remedy for any such claim will be an action or proceeding for specific performance of the applicable provision(s) of this Agreement.

**D. Waiver of Jury Trial.**

**EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FRANCHISOR, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THIS AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE.**

**E. Contractual Limitations Period.**

Any and all claims and actions arising out of or relating to this Agreement, the parties' relationship, or the operation of the Franchised Business (including any defenses and any claims of set-off or recoupment), must be brought or asserted before the expiration of the earlier of: (1) the time period for bringing an action under any applicable state or federal statute of limitations; or (2) two years and a day after the date such claim arose, whichever occurs first; or it is expressly acknowledged and agreed by all parties that such claims or actions shall be irrevocably barred.

**F. Waiver of Punitive Damages.**

The parties hereby waive to the fullest extent permitted by law any right to or claim of any punitive, exemplary, or multiple damages against the other.

**G. Attorneys' Fees.**

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit; the term "prevailing party" means a party that is awarded actual relief in the form of damages, declaratory relief, or injunctive relief, as well as a party that successfully defends a legal action commenced against it.

**24. ACKNOWLEDGMENTS**

**A. Receipt of Disclosure Document.**

You hereby acknowledge that you received from Franchisor its current franchise disclosure document, together with a copy of all proposed agreements related to the sale of the Franchise, at least 14 calendar days

prior to the execution of this Agreement or at least 14 days before you paid us any consideration in connection with the sale or proposed sale of the Franchise granted by this Agreement.

**[Please initial to acknowledge that you have read and understand this Section 24.A]** _____

**B. Receipt of Agreement.**

You hereby acknowledge that you received from Franchisor this Agreement with all blanks filled in at least seven calendar days prior to the execution of this Agreement. You represent that you have read this Agreement in its entirety and that you have been given the opportunity to clarify any provisions that you did not understand and to consult with an attorney or other professional advisor. You further represent that you understand the terms, conditions, and obligations of this Agreement and agree to be bound thereby.

**[Please initial to acknowledge that you have read and understand this Section 24.B]** _____

**C. Independent Investigation.**

You acknowledge and represent that you are entering into this Agreement, all attachments hereto, and all ancillary agreements executed contemporaneously with this Agreement, as a result of your own independent investigation of all aspects relating to the Franchised Business, and not as a result of any representations about Franchisor or your reliance on any such representations (if made) by its stakeholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees which are contrary to the terms set forth in this Agreement or any franchise disclosure document required or permitted to be given to you pursuant to applicable law. You have been advised and given the opportunity to independently investigate, analyze, and construe the business opportunity being offered under this Agreement, the terms and provisions of this Agreement, and the prospects for the Franchised Business, using the services of legal counsel, accountants, or other advisers of your own choosing; you have either consulted with these advisors or have deliberately declined to do so. You further recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your skills and ability as an independent business person. This offering is not a security as that term is defined under applicable federal and state securities laws.

**[Please initial to acknowledge that you have read and understand this Section 24.C]** _____

**D. No Representations; No Reliance.**

You acknowledge and represent that, except for representations made in Franchisor's current franchise disclosure document, neither Franchisor nor its Affiliates, nor any of their respective stakeholders, officers, directors, employees, agents, representatives, independent contractors, has made any representations, warranties, or guarantees, express or implied, as to the potential revenues, profits, expenses, sales volume, earnings, income, or services of the business venture contemplated under this Agreement, and that you have not relied on any such representations (if made) in making your decision to purchase an URBAN AIR ADVENTURE PARK franchise. You further acknowledge and represent that neither Franchisor nor its representatives have made any statements inconsistent with the terms of this Agreement.

**[Please initial to acknowledge that you have read and understand this Section 24.D]** _____

**E. No Financial Performance Representations; No Reliance.**

You specifically acknowledge that the only financial performance information furnish by Franchisor is set forth in Item 19 of its current franchise disclosure document; that no officer, director, employee, agent, representative or independent contractor of Franchisor is authorized to furnish you with any other financial performance information; that, if they nevertheless do, you will not rely on any such financial performance information given to you by any such individual; and, that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. For the purpose of this Section 24.E, "financial performance information" means information given, whether orally, in writing, or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or Franchisor-owned facilities.

**[Please initial to acknowledge that you have read and understand this Section 24.E]** _____

**F. No Licensure Representations; No Reliance.**

You acknowledge that neither Franchisor nor its Affiliates, nor any of their respective stakeholders, officers, directors, employees, agents, representatives, independent contractors, has made any representation or statement on which you have relied regarding your ability to procure any required license, permit, certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by this Agreement

**[Please initial to acknowledge that you have read and understand this Section 24.F]** _____

**G. Reasonable Restrictions.**

You have carefully considered the nature and extent of the restrictions upon you set forth in this Agreement, including, without limitation, the covenants not to compete, the restrictions on assignment, and the rights, obligations, and remedies conferred upon you under this Agreement. You acknowledge that such restrictions, rights, obligations, and remedies: (1) are reasonable, including, but not limited to, their term and geographic scope; (2) are designed to preclude competition which would be unfair to Franchisor; (3) are fully required to protect Franchisor's legitimate business interests; and, (4) do not confer benefits upon Franchisor that are disproportionate to your detriment.

**[Please initial to acknowledge that you have read and understand this Section 24.G]** _____

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Franchise Agreement to be effective on the day and year first written above.

| | |
|---|---|
| **UATP MANAGEMENT, LLC**<br>a Texas limited liability company | **FRANCHISEE:**<br>,<br>a |
| By: _____<br>MICHAEL BROWNING, JR., its CEO | By: _____<br>, its |

## ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT

The Urban Air Adventure Park Franchise Agreement between ("Franchisee" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("Amendment"):

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1-44, (collectively, the "Act"). To the extent that this Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. 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 Illinois Franchise Disclosure Act or any other law of Illinois is void.

b. Any release of claims or acknowledgments of fact contained in the Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act.

c. Section 4 of the Act provides that, if this Franchise Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims.

d. If this Franchise Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act, Illinois law governing claims arising under the Act will control.

e. If this Agreement requires a jury trial waiver, to the extent that such provision conflicts with the Illinois Franchise Disclosure Act, the Act will control.

f. Your rights upon termination and non-renewal of the Franchise Agreement are set forth in Sections 19 and 20 of the Act.

2. In the event of any conflict between the terms of this Amendment and the terms of the Franchise Agreement, the terms of this Amendment shall prevail. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

**FRANCHISOR:**
**UATP Management, LLC,**
a Texas limited liability company

By:_____
Michael O. Browning, Jr., its CEO

Date:_____

**FRANCHISEE:**

,
a

By:_____
_____, its

## MARYLAND AMENDMENT TO FRANCHISE AGREEMENT

The Urban Air Adventure Park Franchise Agreement between ("Franchisee" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("Amendment"):

Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. Any provision requiring you to sign a general release of any and all claims against us shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Any provision requiring you to bring an action against us in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law. You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Section 14-226 of the Maryland Franchise Registration and Disclosure Law, prohibits us from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Any provisions which requires a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law, in order to purchase a franchise are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Notwithstanding anything to the contrary set forth in the Franchise Agreement, any general release the Franchisee is required to assent to is not intended to nor shall it act as a release, estoppel or waiver of any liability we may have incurred under the Maryland Franchise Registration and Disclosure Law.

5. Section 23.B. of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

> "This Section 23.B shall not in any way abrogate or reduce any of your rights as provided for in Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law, including the right to submit matters to the jurisdiction of the Courts of Maryland."

6. Notwithstanding anything to the contrary set forth in the Franchise Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

7. In the event of any conflict between the terms of this Amendment and the terms of the Franchise Agreement, the terms of this Amendment shall prevail. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| **UATP Management, LLC,** | , |
| a Texas limited liability company | a |
| By: _____ | By: _____ |
| Michael O. Browning, Jr., its CEO | _____, its |
| Date: _____ | |

**MINNESOTA AMENDMENT**

**TO URBAN AIR ADVENTURE PARK FRANCHISE AGREEMENT**

The Urban Air Adventure Park Franchise Agreement between ("Franchisee" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("Amendment"):

Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. Franchisor will undertake the defense of any claim of infringement by third parties involving the Urban Air Adventure Park mark, and Franchisee will cooperate with the defense in any reasonable manner required by Franchisor with any direct cost of such cooperation to be borne by Franchisor.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the franchise agreement.

3. Section 6.E. (Interest; Non-Sufficient Funds Charge) is amended to provide that any nonsufficient funds charge shall not exceed $30 per each dishonored check, draft, order of withdrawal, or similar negotiable or nonnegotiable instrument.

4. Section 23.E. (Contractual Limitations Period) is amended to provide that any claims arising under the Minnesota Franchise Act must be brought within three years after the date the cause of action accrues.

5. Section 23.D. (Waiver of Jury Trial) and Section 23.F. (Waiver of Punitive Damages) are hereby deleted.

6. No Section providing for a general release as a condition of renewal or transfer will act as a release or waiver of any liability incurred under the Minnesota Franchise Act; provided, that this part shall not bar the voluntary settlement of disputes.

7. In the event of any conflict between the terms of this Amendment and the terms of the Franchise Agreement, the terms of this Amendment shall prevail. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C.01 to 80C.22 are met independently without reference to this addendum.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

| | |
|---|---|
| **FRANCHISOR:**<br>**UATP Management, LLC,**<br>a Texas limited liability company | **FRANCHISEE:**<br>,<br>a |
| By: _____<br>Michael O. Browning, Jr., its CEO | By: _____<br>_____, its |
| Date: _____ | |

## WASHINGTON AMENDMENT TO FRANCHISE AGREEMENT

The Urban Air Adventure Park Franchise Agreement between ("Franchisee" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("Amendment"):

Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. The State of Washington has a statute, RCW 19.100.180 that may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions that may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

3. A release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, rights or remedies under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW such as a right to a jury trial may not be enforceable.

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

5. In the event of any conflict between the terms of this Amendment and the terms of the Franchise Agreement, the terms of this Amendment shall prevail. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| **UATP Management, LLC,** | , |
| a Texas limited liability company | a |
| By:_____ | By:_____ |
| Michael O. Browning, Jr., its CEO | _____, its |
| Date:_____ | |

**URBAN AIR ADVENTURE PARK**
**FRANCHISE AGREEMENT**

## ATTACHMENT A

## GLOSSARY OF ADDITIONAL TERMS

Capitalized terms will have the following meanings, unless otherwise defined in this Agreement.

"Advertising Cooperative" means a group of URBAN AIR Adventure Parks formed to facilitate marketing and advertising placement in a particular geographic area.

"Affiliate" means any entity that is wholly or partly owned by another entity, that shares common ownership with another entity, or that has an ownership interest in another entity.

"Business Entity" means a corporation, limited liability company, limited partnership, or other entity created pursuant to statutory authority.

"Competitive Business" means any business or enterprise that engages in or grants franchises or licenses for the operation of an indoor or outdoor entertainment center, that hosts birthday parties, or that offers any of the following attractions, whether individually, piecemeal, or collectively: trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zone, ropes courses, zip lines, Sky Rider® or similar attraction, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirley ball, mini golf, laser tag, trampoline volleyball, spin zone, or related activities.

"Confidential Information" means all information, knowledge, elements, trade secrets, and know-how utilized or embraced by the System, or which otherwise concerns Franchisor's systems of operation, programs, services, products, customers, practices, materials, books, records, financial information, manuals, computer files, databases, or software; including, but not limited to: the Standards and all elements of the System and all products, services, equipment, technologies, policies, standards, requirements, criteria, and procedures which now or in the future are a part of the System; all information contained in the Manual, including supplements to the Manual; Franchisor's standards and specifications for product preparation, packaging, and service; all specifications, sources of supply, all procedures, systems, techniques and activities employed by Franchisor or by you in the offer and sale of products and/or services at or from the Franchised Business premises; all pricing paradigms established by Franchisor or by you; all of Franchisor's and/or your sources, or prospective sources, of supply and all information pertaining to same, including wholesale pricing structures, the contents of sourcing agreements, and the identity of vendors and suppliers; Franchisor's specifications, and your final plans, for the construction, buildout, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of your Franchised Business premises; the identify of, and all information relating to, the computer and POS hardware and software utilized by Franchisor and you; all information and data pertaining to Franchisor's and/or your advertising, marketing, promotion, and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by your Franchised Business; all internet/web protocols, procedures, and content related to the System and your Franchised Business; Franchisor's training and other instructional programs and materials; all elements of Franchisor's recommended staffing, staff training, and staff certification policies and procedures; all communications between you and Franchisor, including the financial and other reports you are required to submit to Franchisor under this Agreement; additions to, deletions from, and modifications and variations of the components of the System and the other systems and methods of operations which Franchisor employs now or in the future; all other knowledge, trade secrets, or know-how concerning the methods of operation of your Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of operation under the terms of the Franchise Agreement; and all other information, knowledge, and know-how which either Franchisor or its Affiliates, now or in the future, designate as "Confidential Information."

"Franchise Site Application" means the form of application prescribed by Franchisor, from time-to-time, and used to evaluate proposed sites for the Franchised Business premises.

"Gross Sales" means the dollar aggregate of: (1) the sales price of all items, goods, wares and merchandise sold, and the charges for all services you perform, whether made for cash, on credit or otherwise, without reserve or deduction for inability or failure to collect, including sales and services (A) originating at the Franchised Business premises even if delivery or performance is made offsite from the Franchised Business premises, (B) placed by mail, facsimile, telephone, the internet and similar means if received or filled at or from the Franchised Business premises, and (C) that you in the normal and customary course of your operations would credit or attribute to the operation of the Franchised Business; and (2) all monies, trade value or other things of value that you receive from Franchised Business operations at, in, or from the Franchised Business premises that are not expressly excluded from Gross Sales. Gross Sales does not include: (1) the exchange of merchandise between Franchised Businesses (if you operate multiple franchises) if the exchanges are made solely for the convenient operation of your business and not for the purpose of depriving us of the benefit of a sale that otherwise would have been made at, in, on or from the Franchised Business premises; (2) returns to shippers, vendors, or manufacturers; (3) sales of fixtures or furniture after being used in the conduct of the Franchised Business; (4) the sale of gift certificates and stored value cards (the redemption value will be included in Gross Sales at the time of redemption); (5) insurance proceeds; (6) sales to employees at a discount; (7) cash or credit refunds for transactions included within Gross Sales (limited, however, to the selling price of merchandise returned by the purchaser and accepted by you); (8) the amount of any city, county, state or federal sales, luxury or excise tax on such sales that is both (A) added to the selling price or absorbed therein and (B) paid to the taxing authority. A purchase returned to the Franchised Business may not be deducted from Gross Sales unless the purchase was previously included in Gross Sales.

"Manual" means the series of documents, publications, bulletins, materials, drawings, memoranda, CDs, DVDs, MP3s, and other media Franchisor may loan you from time-to-time, which sets forth the System's operating systems, procedures, policies, methods, standards, specifications, and requirements for operating your Franchised Business, and which contains information and knowledge necessary and material to the System, and designated by Franchisor as the mandatory guide for the development and operation of URBAN AIR Adventure Parks, including, without limitation, the URBAN AIR ADVENTURE PARK confidential and proprietary Operations Manual, as Franchisor may, in its sole discretion, revise, amend, modify, or update from time-to-time upon notice of such revisions, amendment, modification, or update to you or your Affiliates.

"Owner(s)" means you and your spouse if you are an individual, or each individual or entity holding a beneficial ownership in you and/or the franchisee individual(s) or entity(ies) that enter into any Franchise Agreements pursuant to this Agreement if you are a Business Entity. It includes all officers, directors, and shareholders of a corporation, all managers and members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust. If any Owner is a Business Entity, then the term "Owner" also includes the Owners of that Business Entity.

"Person" means an individual (and the heirs, executors, administrators, or other legal representatives of an individual), a partnership, a corporation, a limited liability company, a government, or any department or agency thereof, a trust, and any other incorporated or unincorporated association or organization.

"Proprietary Marks" means the trade names, service marks, trademarks, logos, emblems, and indicia of origin as Franchisor may designate in writing for use in connection with the System, including, but not limited to, the collection of trademarks listed in the chart below for the country in which your Franchised Business is located.

"Protected Area" means the geographic or other area identified in Attachment B to this Agreement.

"Site Selection Area" means the geographical area identified in the Summary Page.

"Standards" means the standards, specifications, policies, procedures, and techniques that Franchisor has developed relating to the location, establishment, operation, and promotion of Franchisor's Franchised Businesses, all of which may be changed by Franchisor in its sole discretion. The Standards include, among other things: required and recommended business practices; product preparation techniques; presentation standards; standards and specifications for Franchised Business design and appearance; customer service standards; sales techniques and procedures; and other management, operational, and accounting procedures.

"Term" means a number of years as reflected on the Summary Page.

**REGISTERED US MARKS:**

| Mark | Registration Number | Registration Date | International Class |
|---|---|---|---|
| URBAN AIR TRAMPOLINE PARK (standard character) | 4807427 | September 8, 2015 | 25, 41 |
| GET UP. GET FLY. (standard character) | 4799297 | August 25, 2015 | 41 |
| SKY RIDER (standard character) | 5361358 | December 19, 2017 | 41 |
| URBAN AIR ADVENTURE PARK (standard character) | 5371211 | January 2, 2018 | 25, 41 |
| ADVENTURE HUB (standard character) | 5419676 | March 6, 2018 | 41 |

**PENDING US MARKS:**

| Mark | Serial Number | Application Date |
|---|---|---|
| UA (design mark) | 87670678 | November 3, 2017 |
| Activate Awesome (standard character) | 87739044 | December 30, 2017 |
| Next Level Play (standard character) | 87739049 | December 30, 2017 |

**URBAN AIR ADVENTURE PARK**
**FRANCHISE AGREEMENT**

**ATTACHMENT B**

**APPROVED LOCATION AND PROTECTED AREA**

Section 1.A. The Approved Location is at:

Section 1.B. The Protected Area includes the following zip codes:

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Attachment B on the date set forth below to be effective on the day and year first written above.

| | |
|---|---|
| **FRANCHISOR:**<br>**UATP Management, LLC,**<br>a Texas limited liability company | **FRANCHISEE:**<br>,<br>a |
| By: _____<br>Michael O. Browning, Jr., its CEO | By: _____<br>_____, its |
| Date: _____ | Date: _____ |

**URBAN AIR ADVENTURE PARK**
**FRANCHISE AGREEMENT**

**ATTACHMENT C**

**FRANCHISEE'S OWNERS AND KEY PERSONNEL**

A. The following is a list of all shareholders, partners, members, or other investors owning a direct or indirect interest in the Franchisee, and a description of the nature of their interest, each of whom shall execute the Undertaking and Guaranty substantially in the form set forth in Attachment D to the Franchise Agreement:

| NAME, ADDRESS, AND TELEPHONE NUMBER | OWNERSHIP INTEREST IN FRANCHISEE | NATURE OF INTEREST |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

B. The following is a list of all of Franchisee's Owners and key personnel, each of whom shall execute the Confidentiality Agreement and Non-Competition Agreement substantially in the form set forth in Attachment E to the Franchise Agreement:

| NAME, ADDRESS, AND TELEPHONE NUMBER | POSITION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

C. Franchisee's Designated Manager is:

Telephone Number:

Email Address:

D. Franchisee represents to Franchisor that the persons identified in this Attachment C, Sections A and B reflect a true and correct listing of the shareholders, partners, members, or other persons/companies owning a direct or indirect interest in the Franchisee and a true and correct description of the nature of their interest.

**FRANCHISEE:**

,

By: _____

, its

**URBAN AIR ADVENTURE PARK**
**FRANCHISE AGREEMENT**

## ATTACHMENT D

## UNDERTAKING AND GUARANTY

By virtue of executing an URBAN AIR ADVENTURE PARK Franchise Agreement ("Franchise Agreement") dated ("Franchisee"), has acquired the right and franchise from UATP MANAGEMENT, LLC ("Franchisor") to establish and operate an URBAN AIR ADVENTURE PARK Franchised Business ("Franchised Business") and the right to use in the operation of the Franchised Business Franchisor's trade names, trademarks, service marks, including the service mark URBAN AIR ADVENTURE PARK ("Proprietary Marks") and the system developed by Franchisor and/or its affiliates for operation and management of Franchised Businesses ("System"), as they may be changed, improved, and further developed from time-to-time in Franchisor's sole discretion.

Pursuant to the terms and conditions of the Franchise Agreement, each of the undersigned hereby acknowledges and agrees as follows:

1. I have read the terms and conditions of the Franchise Agreement and acknowledge that the execution of this Undertaking and Guaranty and the undertakings of the Owners in the Franchise Agreement are in partial consideration for, and a condition to, the granting of the rights under the Franchise Agreement. I understand and acknowledge that Franchisor would not have granted such rights without the execution of this Undertaking and Guaranty and the other undertakings of the Owners in the Franchise Agreement.

2. I own a beneficial interest in the Franchisee, and I am included within the term "Owner" as defined in the Franchise Agreement.

3. I, individually and jointly and severally with the other Owners, hereby make all of the covenants, representations, warranties, and agreements of the Owners set forth in the Franchise Agreement, and agree that I am obligated to and will perform thereunder, including, without limitation, the provisions regarding compliance with the Franchise Agreement in Article 11, the use of confidential information in Article 14, the covenants in Article 14, the transfer provisions in Article 17, the choice of law and venue provisions in Article 23, and the indemnification obligations in Article 20.

4. I, individually and jointly and severally with the other Owners, unconditionally and irrevocably guarantee to Franchisor and its successors and assigns that all obligations of the Franchisee under the Franchise Agreement will be punctually paid and performed. Upon default by the Franchisee or upon notice from Franchisor, I will immediately make each payment and perform each obligation required of the Franchisee under the Franchise Agreement. Without affecting the obligations of any Owner under this or any other Undertaking and Guaranty, Franchisor may, without notice to any Owner, waive, renew, extend, modify, amend, or release any indebtedness or obligation of the Franchisee or settle, adjust, or compromise any claims that Franchisor may have against the Franchisee. I waive all demands and notices of every kind with respect to the enforcement of this Undertaking and Guaranty, including notices of presentment, demand for payment or performance by the Franchisee, any default by the Franchisee or any guarantor, and any release of any guarantor or other security for this Undertaking and Guaranty or the obligations of the Franchisee. Franchisor may pursue its rights against me without first exhausting its remedies against the Franchisee and without joining any other guarantor and no delay on the part of Franchisor in the exercise of any right or remedy will operate as a waiver of the right or remedy, and no single or partial exercise by Franchisor of any right or remedy will preclude the further exercise of that or any other right or remedy. Upon Franchisor's receipt of notice of the death of any Owner, the estate of the deceased will be bound by the foregoing Undertaking and Guaranty, but only for defaults and obligations under the Franchise Agreement existing at the time of death, and in that event, the obligations of the Owners who survive such death will continue in full force and effect.

5. No modification, change, impairment, or suspension of any of Franchisor's rights or remedies shall in any way affect any of my obligations under this Undertaking and Guaranty. If the Franchisee has pledged other security or if one or more other persons have personally guaranteed performance of the Franchisee's obligations, I agree that Franchisor's release of such security will not affect my liability under this Undertaking and Guaranty.

6. I agree that any notices required to be delivered to me will be deemed delivered at the time delivered by hand; one Business Day after delivery by Express Mail or other recognized, reputable overnight courier; or three Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the address identified on the signature line below. I may change this address only by delivering to Franchisor written notice of the change.

7. I understand that Franchisor's rights under this Undertaking and Guaranty shall be in addition to, and not in lieu of, any other rights or remedies available to Franchisor under applicable law;

8. I agree to be bound individually to all of the provisions of the Franchise Agreement including, without limitation, the litigation and dispute resolution provisions set forth in Article 23, and I irrevocably submit to the jurisdiction of the state and federal courts serving the judicial district in which Franchisor's principal headquarters are located at the time litigation is commenced. I hereby irrevocably submit to the exclusive jurisdiction of such courts and specifically waive any objection I may have to either the jurisdiction or exclusive venue of such courts.

9. **I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FRANCHISOR, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE.**

10. This Agreement shall be construed under the laws of the State of Texas. The only way this Agreement can be changed is in writing signed by Franchisor. Any capitalized terms contained in but not defined by this Guaranty and Personal Undertaking shall have the same meaning prescribed to that word in the Franchise Agreement.

11. Should this Agreement be signed or endorsed by more than one person or entity, all of the obligations herein contained shall be considered the joint and several obligations of each signatory.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has executed this Undertaking and Guaranty to be effective on the day and year first written above.

**OWNER**

_____ _____

_____ _____

_____ _____

**URBAN AIR ADVENTURE PARK**
**FRANCHISE AGREEMENT**

**ATTACHMENT E**

**CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**

In consideration of my being a of ("Franchisee") and by virtue of executing an URBAN AIR ADVENTURE PARK Franchise Agreement ("Franchise Agreement") dated , and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Through an URBAN AIR ADVENTURE PARK Franchise Agreement dated ("Franchise Agreement"), Franchisee has acquired the right and franchise from UATP MANAGEMENT, LLC ("Franchisor") to establish and operate an URBAN AIR ADVENTURE PARK franchise facility ("Franchised Business") and the right to use in the operation of the Franchised Business Franchisor's trade names, trademarks, service marks, including the service mark URBAN AIR ADVENTURE PARK ("Proprietary Marks") and the system developed by Franchisor and/or its affiliates for operation and management of Franchised Businesses ("System"), as they may be changed, improved, and further developed from time-to-time in Franchisor's sole discretion.

2. Franchisor possesses certain proprietary and confidential information, knowledge, elements, and know-how which is utilized in the operation of the System, including, without limitation, the Operations Manual, trade secrets, copyrighted materials, methods, and other techniques and know-how which concerns Franchisor's systems of operation, programs, services, products, customers, practices, materials, books, records, financial information, manuals, computer files, databases, or software, as further defined in the Franchise Agreement ("Confidential Information").

3. Any and all manuals, trade secrets, copyrighted materials, methods, information, knowledge, know-how, and techniques which Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. I acknowledge that, in my position with the Franchisee, Franchisor and Franchisee have or will furnish me with valuable specialized training and will disclose Confidential Information to me in furnishing to me the training program and subsequent ongoing training and other general assistance during the term of this Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and I acknowledge that the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by Franchisor as confidential. Unless Franchisor otherwise agrees in writing, I will not disclose and/or use the Confidential Information except in connection with the operation of the Franchised Business as a of the Franchisee, and then only in strict compliance with the Manual and System and only to such employees having a need to know; I will not directly or indirectly imitate, duplicate, or "reverse engineer" any Confidential Information or any other information designated by Franchisor as confidential or aid any third party in such actions; and I will continue not to disclose and/or use any Confidential Information or any other information designated by Franchisor as confidential even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. Except as otherwise approved in writing by Franchisor, I will not (either directly or indirectly, for myself or through, on behalf of, or in conjunction with any person, or legal entity) at any time while I am employed by or associated with the Franchisee, or at any time during the uninterrupted two-year period

(which will be tolled during any period of noncompliance) after I cease to be employed by or associated with the Franchisee (or the two-year period after the expiration or earlier termination of the Franchise Agreement, whichever occurs first):

(a) Divert or attempt to divert any present or prospective customer of any URBAN AIR Adventure Park to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is harmful, injurious, or prejudicial to the goodwill associated with the Proprietary Marks and the System defined and described in the Franchise Agreement;

(b) Employ or seek to employ any person who is or has within the previous 60 days been employed by Franchisor or an Affiliate of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment; or

(c) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any direct or indirect interest in (as owner or otherwise) or relationship or association with, any Competitive Business other than an URBAN AIR Adventure Park pursuant to a then-currently effective Franchise Agreement with Franchisor. While I am employed by or associated with the Franchisee, this restriction shall apply to any location within the United States, its territories or commonwealths, and any other country, province, state, or geographic area in which Franchisor or its Affiliates have used, sought registration of, or registered the Proprietary Marks or similar marks, or have operated or licensed others to operate a business under the System or the Proprietary Marks or similar marks. After I cease to be employed by or associated with the Franchisee (or after the expiration or earlier termination of the Franchise Agreement, whichever occurs first), this restriction shall apply to any business that is or is intended to be located at the location of any former URBAN AIR Adventure Park or within a 25-mile radius of any other URBAN AIR Adventure Park in existence or under development at the time of such termination or transfer.

I acknowledge that for purposes of this Agreement, "Competitive Business" shall mean any business or enterprise that engages in or grants franchises or licenses for the operation of an indoor or outdoor entertainment center, that hosts birthday parties or that offers any of the following attractions, whether individually, piecemeal, or collectively: trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zone, ropes courses, zip lines, Sky Rider® or similar attraction, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirley ball, mini golf, laser tag, trampoline volleyball, spin zone, or related activities..

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which Franchisor is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.

10. Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or Franchisor may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and Franchisor, any claim I have against the Franchisee or Franchisor is a separate matter and does not entitle me to violate or justify any violation of this Agreement.

11. This Agreement shall be construed under the laws of the State of Texas. The only way this Agreement can be changed is in writing signed by both the Franchisee and me. Any capitalized terms contained in but not defined by this Guaranty and Personal Undertaking shall have the same meaning prescribed to that word in the Franchise Agreement.

12. With respect to all claims, controversies and disputes, I irrevocably consent to personal jurisdiction and submit myself to the jurisdiction of the federal and state courts serving the judicial district in which Franchisor's principal headquarters are located at the time litigation is commenced. I hereby irrevocably submit to the exclusive jurisdiction of such courts and specifically waive any objection I may have to either the jurisdiction or exclusive venue of such courts. Further, I acknowledge that this Agreement has been entered into in the state of Texas, and that I am to receive valuable information emanating from Franchisor's headquarters in Fort Worth, Texas. In recognition of the information and its origin, I hereby irrevocably consent to the personal jurisdiction of the state and federal courts of Texas. Notwithstanding the foregoing, I acknowledge and agree that Franchisor may bring and maintain an action against me in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

13. **I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FRANCHISOR, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE.**

14. Should this Agreement be signed or endorsed by more than one person or entity, all of the obligations herein contained shall be considered the joint and several obligations of each signatory.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Confidentiality and Non-Competition Agreement to be effective on the day and year first written above.

_____ _____

_____ _____

_____ _____

**ACKNOWLEDGED BY FRANCHISEE**

By: _____

, its

**URBAN AIR ADVENTURE PARK**
**FRANCHISE AGREEMENT**

## ATTACHMENT F

## TELEPHONE ASSIGNMENT AGREEMENT

THIS TELEPHONE ASSIGNMENT AGREEMENT is made on , by and between ("Assignor") and UATP MANAGEMENT, LLC or its designee ("Assignee").

## BACKGROUND

A. The Assignee has developed and owns the proprietary system ("System") for the operation of a facility under the trademark and logo URBAN AIR ADVENTURE PARK ("Franchised Business");

B. The Assignor has been granted a license to operate a Franchised Business pursuant to a Franchise Agreement dated , in accordance with the System;

C. To operate its Franchised Business, the Assignor shall be acquiring one or more telephone numbers, telephone listings and telephone directory advertisements; and

D. As a condition to the execution of the Franchise Agreement, the Assignee has required that the Assignor assign all of its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements to the Assignee in the event of a termination of the Franchise Agreement;

## AGREEMENT

In consideration of the foregoing, the mutual premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. In the event of termination of the Franchise Agreement, and in order to secure continuity and stability of the operation of the System, the Assignor hereby sells, assigns, transfers and conveys to the Assignee all of its rights, title and interest in and to certain telephone numbers, telephone listings and telephone directory advertisements pursuant to which Assignor shall operate its Franchised Business in accordance with the terms of the Franchise Agreement; provided, however, such Assignment shall not be effective unless and until the Franchise Agreement is terminated in accordance with the provisions thereof.

2. Representation and Warranties of the Assignor. The Assignor hereby represents, warrants and covenants to the Assignee that:

   (a) As of the effective date of the Assignment, all of the Assignor's obligations and indebtedness for telephone, telephone listing services and telephone directory advertisement services shall be paid and current;

   (b) As of the date hereof, the Assignor has full power and legal right to enter into, execute, deliver and perform this Agreement;

   (c) This Agreement is a legal and binding obligation of the Assignor, enforceable in accordance with the terms hereof;

   (d) The execution, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which the Assignor is a party or by which the Assignor is bound, and no consent of nor approval by any third party is required in connection herewith; and

(e) The Assignor has the specific power to assign and transfer its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements, and the Assignor has obtained all necessary consents to this Assignment.

3. Miscellaneous. The validity, construction and performance of this Assignment shall be governed by the laws of the State of Texas. All agreements, covenants, representations and warranties made herein shall survive the execution hereof. All rights of the Assignee shall inure to its benefit and to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Telephone Assignment Agreement to be effective on the day and year first written above.

| | |
|---|---|
| **ASSIGNEE:**<br>**UATP Management, LLC,**<br>a Texas limited liability company | **ASSIGNOR:**<br>, |
| By:_____<br>Michael O. Browning, Jr., its CEO | By:_____<br>Name:<br>Title: |
| Date:_____ | Date:_____ |

**URBAN AIR ADVENTURE PARK**
**FRANCHISE AGREEMENT**

## ATTACHMENT G

## LEASE RIDER

THIS AGREEMENT is made and entered into on _____, 20___, by and among UATP MANAGEMENT, LLC, having its principal offices at 317 S. Jenkins, Suite C Grapevine, Texas 76051 ("Franchisor"), , having its principal offices at ("Landlord"), and , having its principal offices at , ("Tenant").

## BACKGROUND

A. Landlord and Tenant have executed a lease agreement dated _____ ("Lease") for the premises located at ("Leased Premises") for use by Tenant as a business to be opened pursuant to Franchisor's proprietary marks and system in connection with a Franchise Agreement dated by and between Franchisor and Tenant ("Franchise Agreement");

B. A condition to the approval of Tenant's specific location by Franchisor is that the Lease for the Leased Premises designated for the operation of an URBAN AIR ADVENTURE PARK franchise facility ("Franchised Business") contain the agreements set forth herein;

C. Landlord acknowledges that Franchisor requires the modifications to the Lease set forth herein as a condition to its approving the Leased Premises as a site for the Franchised Business, and that Landlord agrees to modify and amend the Lease in accordance with the terms and conditions contained herein; and

D. According to Section 3.C of the Franchise Agreement, all rights, title and interest in and to the Lease must be assigned to Franchisor, at Franchisor's option, upon the termination of the Franchise Agreement;

## AGREEMENT

In consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Use Clause. The Leased Premises shall be used solely for the operation of an URBAN AIR ADVENTURE PARK Franchised Business and identified by the mark URBAN AIR ADVENTURE PARK or such other name as may be specified by Franchisor. Landlord acknowledges that such use shall not violate any then-existing exclusive rights granted to any existing tenant of Landlord. Landlord consents to Tenant's use of Franchisor's marks and signs, décor items, color schemes and related components of Franchisor's proprietary system. Landlord further acknowledges that during the term of this Lease or any extension thereof, Landlord will not lease space to another business operating an indoor or outdoor entertainment center, that hosts birthday parties, or that offers any of the following attractions, whether individually, piecemeal, or collectively: trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zones, rope courses, zip lines, Sky Rider® or similar attraction, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirley ball, mini golf, laser tag, trampoline volley ball, spin zone, or related activities within the same shopping center in which the Franchised Business is located.

2. Termination of the Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated for any reason during the term of the Lease or any extension thereof, Tenant, upon the written request of Franchisor, shall assign to Franchisor all of its rights, title and interest in and to the Lease, and Franchisor or any affiliate designated by Franchisor may agree to assume from the date of assignment all of Tenant's obligations remaining under the Lease, and may assume Tenant's occupancy rights, and the right to sublease the premises, for the remainder of the term of the Lease. If Franchisor elects to accept the assignment of the Lease from Tenant, it shall give Tenant and Landlord written

notice of its election to acquire the leasehold interest. Landlord hereby consents to the assignment of the Lease from Tenant to Franchisor and shall not charge any fee or accelerate rent under the Lease. Alternatively, in the event of a termination of the Franchise Agreement, Franchisor may elect to enter into a new lease with Landlord containing terms and conditions no less favorable than the Lease. Upon Landlord's receipt of written notice from Franchisor advising Landlord that Franchisor elects to enter into a new lease, Landlord shall execute and deliver such new lease to Franchisor for its acceptance. Landlord and Tenant shall deliver possession of the Leased Premises to Franchisor, free and clear of all rights of Tenant or third parties, subject to Franchisor executing an acceptance of the assignment of Lease or new lease, as the case may be.

3. Tenant's Agreement to Vacate Leased Premises. Tenant agrees to peaceably and promptly vacate the Leased Premises and, subject to Franchisor's right to acquire any such property pursuant to its Franchise Agreement with Tenant, to remove its personal property therefrom upon the termination of the Franchise Agreement. Any property not removed or otherwise disposed of by Tenant shall be deemed abandoned.

4. Delivery of Possession. If Landlord may not legally obtain possession of the Leased Premises or if Landlord is unable to deliver the Leased Premises to Franchisor within six (6) months from the date Franchisor notifies Landlord of its election to continue the use of the Leased Premises, then Franchisor shall have the right at any time thereafter to rescind its election to acquire a leasehold interest in the Leased Premises and to terminate the Lease or any new lease between it and Landlord for the Leased Premises, and Landlord shall release Franchisor from all of its obligations under the Lease or any new lease.

5. Entry. Franchisor may enter the Leased Premises without the consent of Landlord or Tenant to make any modification necessary to protect Franchisor's proprietary system or marks or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort.

6. Amendment of Lease. Landlord and Tenant agree not to amend the Lease in any respect, except with the prior written consent of Franchisor.

7. Franchisor Not a Guarantor. Landlord acknowledges and agrees that notwithstanding any terms or conditions contained in this Agreement or any other agreement, Franchisor shall in no way be construed as a guarantor or surety of Tenant's obligations under the Lease. Notwithstanding the foregoing, in the event Franchisor becomes the tenant by assignment of the Lease in accordance with the terms hereof or enters into a new lease with Landlord, then Franchisor shall be liable for all obligations of Tenant on its part to be performed or observed under the Lease or a new lease.

8. Document to Govern. The terms and conditions contained herein modify and supplement the Lease. Whenever any inconsistency or conflict exists between this Agreement and the Lease, the terms of this Agreement shall prevail.

9. Waiver. Failure of Franchisor to enforce or exercise any of its rights hereunder shall not constitute a waiver of the rights hereunder or a waiver of any subsequent enforcement or exercise of its rights hereunder.

10. Amendment of Agreement. This Agreement may be amended only in writing signed by all parties hereto.

11. Notices. Landlord shall mail to Franchisor copies of any letters and notices it gives to Tenant related to the Lease or the Leased Premises concurrently with giving such letters and notices to Tenant. If Tenant fails to cure any default within the period provided in the Lease, if any, Landlord shall give Franchisor immediate written notice of such failure to cure. All notices shall be delivered by certified mail at the addresses designated in the heading of this Agreement or to such other addresses as the parties hereto may, by written notice, designate.

12. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, successors, assigns and legal representatives.

13. Severability. If any provision of this Agreement or any part thereof is declared invalid by any court of competent jurisdiction, such act shall not affect the validity of this Agreement and the remainder of this Agreement shall remain in full force and effect according to the terms of the remaining provisions or part of provisions hereof.

14. Remedies. The rights and remedies created herein shall be deemed cumulative and no one such right or remedy shall be exclusive at law or in equity of the rights and remedies which Franchisor may have under this or any other agreement to which Franchisor and Tenant are parties.

15. Attorneys' Fees. If any of the parties to this Agreement commences a legal action against another party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit; the term "prevailing party" means a party that is awarded actual relief in the form of damages, declaratory relief, or injunctive relief, as well as a party that successfully defends a legal action commenced against it.

16. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

17. Certain Acknowledgments. Landlord and Tenant acknowledge and agree that all interior and exterior signage and related items (collectively, the "Leased/Licensed Assets") are the sole property of Franchisor. Tenant shall have no rights to pledge in any manner the Leased/Licensed Assets and Landlord shall have no rights to place any liens on or make any claims to the Leased/Licensed Assets.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Lease Rider to be effective on the day and year first written above.

**UATP MANAGEMENT, LLC**
a Texas limited liability company.

By: _____
Michael O. Browning, Jr., its CEO

**LANDLORD NAME**

a

By: _____
_____ (name)
_____ (title)

**TENANT NAME**

a

By: _____
_____ (name)
_____ (title)

# EXHIBIT F-1
# FRANCHISE DISCLOSURE DOCUMENT

## AREA DEVELOPMENT AGREEMENT

# AREA DEVELOPMENT AGREEMENT
(_____)

This Area Development Agreement ("Agreement") is made and entered into on the Effective Date by and between UATP MANAGEMENT, LLC ("Franchisor", "we", "us", or "our"), and _____ ("Developer", "you" "you", or "your"). Franchisor and Developer are each sometimes singly referred to herein as a "Party" and collectively as the "Parties."

## RECITALS:

A. Franchisor, as the result of the expenditure of time, skill, effort and money, has developed a distinctive business system relating to the development, establishment, and operation of an indoor or outdoor entertainment center featuring wall-to-wall trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zone, ropes courses, zip lines, coasters, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirly ball, mini golf, laser tag, and trampoline volleyball, and related activities (each a "Business" and collectively, the "Businesses") under the name Urban Air Adventure Park, which are based on the Proprietary Products, Proprietary Marks, Indicia, Standards, and System.

B. The distinguishing characteristics of the System include, without limitation, the Proprietary Products, distinctive attractions, exterior and interior design, decor, color scheme, fixtures, and furnishings; standards and specifications for products and supplies; service standards; uniform standards, specifications, and procedures for operations; procedures for inventory and management control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor.

C. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark "Urban Air Adventure Park" and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use regarding the System ("Proprietary Marks"). Franchisor has obtained the right to use, and to license others to use, the Proprietary Products, the Proprietary Marks, and the System.

D. Franchisor continues to develop, use, and control the use of the Proprietary Marks to identify for the public the source of services and products marketed under this Agreement and under the System, and to represent the System's high standards of quality, appearance, and service.

E. Franchisor desires to expand and develop Businesses, and you wish to develop Urban Air Adventure Park Businesses, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## TERMS:

1. AREA. The development area ("Area") is the geographical area described on Schedule A. The Area shall be considered fixed as of the date of this Agreement and shall not change for the purpose hereof, notwithstanding a political reorganization or change to such boundaries or regions.

2. GRANT OF DEVELOPMENT RIGHTS. We grant you, subject to the terms and conditions of this Agreement, the right and license to establish and operate for your own account, but not to sublicense, a specified number of Businesses in compliance with our System, Proprietary Marks, and standards. This license granted to you is limited to the right to operate the Businesses at locations only within the Area and may not be used elsewhere or in any other manner. During the Term, provided you are in compliance with the Development Schedule attached as Schedule B and provided you are not in default of this Agreement, we will not operate, license, or franchise third Parties to operate an Urban Air Adventure Park within the Area. You must have open and in operation in the Area, pursuant to Franchise Agreements, the cumulative number of Businesses set forth in the Development Schedule attached as Schedule B. You acknowledge and agree that at the expiration of this Agreement, you must have open and in operation the total number of Urban Air Adventure Parks identified in the Development Schedule. **You represent that you conducted your own independent investigation and analysis of the prospects for the establishment of Urban Air Adventure Parks within the Area, approve the Development Schedule as being reasonable and viable, and recognize that failure to achieve the results described in the Development Schedule will constitute a material breach of this Agreement.**

2.1 EXTENSIONS TO DEVELOPMENT SCHEDULE. If you are unable to adhere to the Development Schedule, you may apply for an extension of the date by which a specific Business must be open and in operation under the relevant Development Schedule. If the grounds for the extension is an Event of Force Majeure, each extension will be for a period of not more than 180 days without any payment or penalty. Without waiving any rights afforded to us under this Agreement or any Franchise Agreement in which you (or your Affiliates) own or hold any interest, we have the right, but no obligation to grant you a written extension on the Development Schedule. If the grounds for the extension is any reason other than Force Majeure, at Franchisor's election it may grant you an extension of the relevant Development Schedule for a period of not more than 180 days each and such extension shall be conditioned on your payment to Franchisor of the Extension Fee. To obtain an extension to the Development Schedule, you must submit such request to Franchisor in writing no later than fifteen (15) days before the relevant Development Schedule expires and pay the applicable Extension Fee. The written request shall specifically identify the number of additional days to the Development Schedule you are requesting. An extension obtained under this Section 2.1 will apply only to the applicable Development Schedule; an extension will not delay the subsequent Development Schedules. Nothing obligates us to grant you an initial or any subsequent extension on the Development Schedule.

2.1.1 "Extension Fee" shall equal the Estimated Daily Royalty multiplied by the number of additional days to the Development Schedule you requested.

2.1.2 "Estimated Daily Royalty" shall equal the average of the monthly Gross Sales for the top ten Urban Air Adventure Parks as calculated for the month prior to the date when you requested the extension of the Development Schedule divided by thirty (30). Notwithstanding anything herein to the contrary, the Estimated Daily Royalty shall not be less than $750.00 per day and shall not exceed $950.00 per day.

2.1.3 "Gross Sales" shall be identified, for each Urban Air Adventure Park whose sales are used in calculating the Estimated Daily Royalty, using the definition of Gross Sales set forth in the Franchise Agreement for such location. (For example, if an Urban Air Adventure Park located in Dallas is one of the ten locations used to determine the Extension Fee, the definition of "Gross Sales" in the Dallas Franchise Agreement shall be used to calculate the Gross Sales of such park only).

2.1.4 "Force Majeure" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, war, terrorist acts, or riot; epidemics; or other similar forces which you could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with you by any lender, landlord, or other person shall be an event of Force Majeure under

this Agreement. Your financial inability to perform or your insolvency shall not be an event of Force Majeure under this Agreement.

2.2. REPLACEMENT BUSINESS. If during the Term, you cease to operate any Business developed under this Agreement for any reason, you shall develop a replacement Business. The replacement Business shall be developed within a reasonable time (not to exceed 180 days) after you cease to operate the original Business being replaced. If, during the Term, you transfer your interest in a Business in accordance with the terms of the applicable Franchise Agreement for the Business, the transferred Business shall continue to be counted in determining whether you have complied with the Development Schedule so long as it continues to be operated as an Urban Air Adventure Park Business. If the transferred Business ceases to be operated as an Urban Air Adventure Park Business during the Term, you shall develop a replacement Business within a reasonable time (not to exceed 180 days) thereafter.

3. TERM. Unless sooner terminated as provided herein, the term of this Agreement ("Term") begins on the Effective Date and, unless otherwise negotiated, terminated, or extended as provided in this Agreement, expires the earlier to occur of (.1) 12:00 midnight CST on the last day of the Development Schedule identified in Schedule B, (.2) the opening date of the last Business subject of the Development Schedule, (.3) upon the occurrence of an event of default for which no opportunity to cure is provided herein, or (.4) the last day of any cure period following written notice of default to Developer. Upon termination or expiration of this Agreement, your rights under this Agreement shall terminate, become void, and be of no further force or effect, except for those obligations that expressly survive termination hereof. The termination of expiration of this Agreement shall have no effect on the continued validity of any Franchise Agreement. After the termination or expiration of this Agreement for any reason, any and all rights you had in and to the Area shall cease and we will have the absolute and unrestricted right to develop the Area or to contract with other franchisees for the future development of the Area.

4. INITIAL SERVICES AND ONGOING OBLIGATIONS. You acknowledge and agree that our initial service under this Agreement is solely to identify the Area and that we have no ongoing obligations such as training or operational assistance to you under this Agreement. All ongoing and further obligations to you in opening your locations shall be provided pursuant to the Franchise Agreement between you and us.

5. TRANSFER OF INTEREST.

5.1 TRANSFER BY FRANCHISOR. Franchisor shall have the right, in its sole discretion and without your consent, to assign this Agreement and all of its rights and obligations hereunder in a related or third party transaction, may sell any or all of its assets (including its rights in and to the Proprietary Marks and the System); may issue new shares through an initial public offering or private placement; may merge with or acquire other companies, or may merge into or be acquired by another company; and may pledge its assets to secure payment of its financial obligations.

5.2 TRANSFER BY DEVELOPER. You understand and acknowledge that Franchisor has entered into this Agreement in reliance on your business skill, financial capacity, personal character, experience, and demonstrated or purported ability in customer service operations. Accordingly, you may not sell or transfer your interest in this Agreement without Franchisor's prior written consent. In addition, if you are a Business Entity, no Owner may transfer or assign his or her equity interest in the Business Entity without Franchisor's prior written consent. For purposes of this Section 5.2 the term "transfer" means and includes an actual assignment, sale, or transfer of an interest, or a collateral assignment or pledge of the interest as security for performance of an obligation. You must notify Franchisor in writing at least sixty (60) days prior to the date of any such intended transfer. Any purported transfer, by operation of law or otherwise, not having the written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement. If Franchisor approves a transfer it may, in its sole discretion, require any or all of the following as conditions of its consent:

5.2.1 All of your accrued monetary obligations and all other outstanding obligations to Franchisor and its Affiliates and your suppliers shall be up to date, fully paid, and satisfied;

5.2.2 You must be in full compliance with this Agreement and any other agreements between you and Franchisor, its Affiliates, and your suppliers;

5.2.3 You and each Owner shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their respective officers, directors, shareholders, agents, and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances; provided, however, that any release will not be inconsistent with any state statute regulating franchising;

5.2.4 The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's then-current educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude, ability, and sufficient equity capital to operate the business contemplated under this Agreement;

5.2.5 The transferee shall sign Franchisor's then-current form of Franchise Agreement for the remaining term (and if the transferee is a Business Entity, then the transferee's Owners shall jointly and severally guarantee your obligations under this Agreement in writing in a form satisfactory to Franchisor);

5.2.6 You agree to remain liable for all direct and indirect obligations to Franchisor in connection with the Franchised Business prior to the effective date of the transfer, shall continue to remain responsible for its obligations of nondisclosure, noncompetition, and indemnification as provided elsewhere in this Agreement, and all other obligations that survive termination, expiration, or transfer and shall execute any and all instruments reasonably requested by Franchisor to further evidence such obligation;

5.2.7 The transferee shall comply with Franchisor initial training requirements; and

5.2.8 You or the transferor must provide Franchisor with a copy of the agreements of purchase and sale between the transferor and the transferee. The economic terms of the transfer may not materially and adversely affect, in Franchisor's sole judgment, the post-transfer viability of the business contemplated under this Agreement.

5.3 OUR RESERVATION OF RIGHTS. Except as otherwise provided herein or any other written agreement executed by you and us, we reserve any and all rights with respect to the System not expressly granted to you under this Agreement. You acknowledge and agree that (.1) we and our Affiliates have the right outside of the Area to grant other franchises or develop and operate company or Affiliate-owned Urban Air Adventure Park and offer, sell or distribute any products or services associated with the System (now or in the future) under the Proprietary Marks or any other trademarks, service marks or trade names or through any distribution channel or method, all without compensation to any franchisee or area developer; and (.2) we and our Affiliates have the right to operate and franchise others to operate any other business within and outside the Area under trademarks other than the Proprietary Marks, without compensation to any franchisee or area developer. Although we and our Affiliates will not develop, operate or franchise an Urban Air Adventure Park within the Area while this Agreement is in effect, we and our Affiliates have the right to offer, sell or distribute, within the Area, other products or services associated with the System (now or in the future) or identified by the Proprietary Marks or any other trademarks, service marks or trade names, through any distribution channels or methods, without compensation to any franchisees or area developers. The distribution channels or methods include, without limitation, retail stores, wholesale or the internet (or any other existing or future form of electronic commerce).

6. FEES.

6.1 AREA DEVELOPMENT FEE. For the rights we grant you under the terms of this Agreement, contemporaneous upon the execution of this Agreement, you shall pay Franchisor (via wire transfer) the Area Development Fee, which shall equal the sum of $_____ [# of Businesses x $50,000 U.S. Dollars]. You shall pay the Area Development Fee upon execution of this Agreement. The Area Development Fee is fully earned on receipt, is not refundable for any reason, and is not applicable towards any fees or sums due under any Franchise Agreement executed between Franchisor and you or any entity in which you have any interest, controlling or otherwise.

6.2 INITIAL FRANCHISE FEE. Upon execution of each Franchise Agreement, you shall pay Franchisor an Initial Franchise Fee in the amount specified in the Franchise Fee Schedule attached as Schedule C. All rights as it relates to such Initial Franchise Fee shall be governed by each Franchise Agreement.

6.3 ROYALTY FEE. In all cases, the Royalty Fee applicable to each Business will be incrementally reduced as set forth in the Royalty Fee Schedule attached as Schedule D. Such reduction in the Royalty Fee will not occur until each successor Business is fully operational and open to the public (which in all events will be no earlier than the date a certificate of occupancy is issued by the applicable municipality). In no event shall any reduction in the Royalty Fee be retroactive. If a Business is closed or becomes inoperational, then the Royalty Fee shall increase commensurate with the number of Businesses that are operational and open to the public. All rights as it relates to such Royalty shall be governed by each Franchise Agreement.

7. EXECUTION OF FRANCHISE AGREEMENTS. For each Urban Air Adventure Park you open, own and operate in the Area, you must execute our then-current standard Franchise Agreement ("Franchise Agreement"), the terms of which may be materially different from the previous versions. If you fail to provide us with an executed Franchise Agreement at least sixty (60) days prior to the date scheduled as the opening date for a location, your failure will be deemed a material breach of this Agreement and we will have the right to terminate this Agreement as provided herein. In the event of a conflict between this Agreement and any Franchise Agreement, this Agreement shall control.

8. DEFAULT AND TERMINATION.

8.1 TERMINATION IN THE EVENT OF BANKRUPTCY OR INSOLVENCY. You shall be deemed to be in default under this Agreement, and all rights granted to you in this Agreement shall automatically terminate without notice, (.1) if Developer or its Affiliate becomes insolvent or make a general assignment for the benefit of creditors; (.2) if a petition in bankruptcy is filed by Developer or its Affiliate or such a petition is filed against Developer or its Affiliate and they do not oppose it; (.3) if Developer or its Affiliate are adjudicated as bankrupt or insolvent; (.4) if a bill in equity or other proceeding for the appointment of a receiver for Developer or its Affiliate or other custodian for your business or assets is filed and consented to by Developer or its Affiliate; (.5) if a receiver or other custodian (permanent or temporary) of Developer or its Affiliate's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (.6) if proceedings for a composition with creditors under any state or federal law is instituted by or against Developer or its Affiliate; (.7) if a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed); (.8) if Developer or its Affiliate is dissolved; or (.9) if execution is levied against the business or property of Developer or any of its Affiliates.

8.2. TERMINATION WITH NOTICE AND WITHOUT OPPORTUNITY TO CURE. Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure if: (.1) Developer, Affiliate, or any Owner is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System; (.2) there is any transfer or attempted transfer in violation of Section 5.2 of this Agreement; (.3) Developer, Affiliate, or any Owner fails to comply with the confidentiality or non-compete covenants herein; (.4) Franchisor delivers to Developer, its Affiliate, or any Owner three or more written notices of default hereunder or under any Franchise Agreement within any rolling 24-month period, whether or not the defaults described in such notices ultimately are cured; or (.5) any Franchise Agreement between Franchisor and any Affiliate or Owner is terminated.

8.3 TERMINATION WITH 30-DAY CURE PERIOD. Except as provided in Section 8.2 above, Franchisor may terminate this Agreement if you fail to satisfy the Development Schedule or breach any other material provision of this Agreement, following the provision of written notice of default and Developer's failure to cure same within thirty (30) days after delivery of written notice. Upon the occurrence of such uncured breach, Franchisor shall be entitled to receive the Damages in addition to those other remedies provided for herein. The Parties agree the Damages shall be considered direct damages and are not liquidated. However, if a trier of fact determines the Damages are liquid in nature, then the Parties agree that because of the difficulty in ascertaining the exact damages, the Damages are a reasonable sum (and not a penalty) considering the damages Franchisor will incur in the event of breach of this Agreement by Developer as described in this Section 8.3.

8.4 ADDITIONAL REMEDIES. If you are in default of this Agreement and have failed to timely cure the default following notice and an opportunity to cure in accordance with the terms and conditions

of this Agreement, Franchisor may, in its sole discretion, terminate this Agreement, reduce the number of Franchised Businesses which you may establish pursuant to the Development Schedule, recover those remedies or damages permitted herein, and recover damages as permitted by law, including damages resulting from Developer's breach of Article 12. Franchisor's exercise of any of its remedies under this Article 8 shall not constitute a waiver by Franchisor to exercise Franchisor's option to terminate this Agreement at any time with respect to a subsequent event of default of a similar or different nature. Further, should you breach this Agreement and fail to cure same following written notice and the expiration of the applicable cure period, if available, then the Royalty Fee for all Franchised Businesses subject of this Agreement shall revert to 7.0% of the monthly Gross Sales beginning on the first day of the first month following the date of the notice of default. Unless otherwise specified in this Agreement, no right or remedy conferred upon or reserved by Franchisor by this Agreement is intended and it shall not be deemed to be exclusive of any other right or remedy provided or permitted herein, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

8.5 YOUR REMEDIES. You may not under any circumstances make any claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld or delayed any consent or approval under this Agreement, and you hereby waive any such claim for damages, whether by way of affirmative claim, setoff, counterclaim, or defense. Your sole remedy for any breach of this Agreement by Franchisor will be an action or proceeding for specific performance of the applicable provision(s) of this Agreement. **THE REMEDY OF RESCISSION IS WAIVED.**

8.6 LIMITATION OF DAMAGES. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY AND WITHOUT WAIVING THE PROVISION OF SECTION 8.5 ABOVE, IN NO EVENT SHALL ANY DAMAGES, INCLUSIVE OF ATTORNEYS' FEES AND COURT COSTS, AWARDED TO DEVELOPER PURSUANT TO ANY CAUSE OF ACTION EXCEED TEN THOUSAND DOLLARS. FURTHER, DEVELOPER RELEASES FRANCHISOR FROM ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR REGARDING ANY CAUSE OF ACTION THAT RELIES IN WHOLE OR IN PART ON THIS AGREEMENT.**

9. FRANCHISE AGREEMENTS MAY NOT BE AFFECTED. Upon termination of this Agreement, (.1) we may elect not to terminate the Franchise Agreements for existing Businesses, (.2) you will continue to pay all required fees and operate the Businesses that you own in the Area pursuant to the terms of the applicable Franchise Agreement that we executed prior to the termination of this Agreement, and (.3) your and our rights and obligations with respect to your existing Businesses will be governed by the terms of the applicable Franchise Agreements that will remain in full force and effect.

10. FUTURE DEVELOPMENT. You recognize and acknowledge that this Agreement requires you to open Urban Air Adventure Parks in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Franchise Disclosure Document are subject to increase over time, and that future Businesses likely will involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to you prior to the execution of this Agreement. You must execute all the Franchise Agreements and open all the Businesses by the dates set forth on the Development Schedule, regardless of (.1) the requirement of a greater investment, (.2) the financial condition or performance of your prior Businesses, or (.3) any other circumstances, financial or otherwise. The foregoing will not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with every condition necessary to develop the Businesses, or if you do not meet our then-current requirements for franchisees at the time you are scheduled to execute a Franchise Agreement.

11. COMPLIANCE WITH APPLICABLE LAWS. You must, at your expense, comply with all federal, state, city, municipal and local laws, ordinances, rules and regulations in the Area pertaining to the operation of your Businesses. You must, at your expense, be absolutely and exclusively responsible for determining all licenses and permits required by law for your Businesses, for qualifying for and obtaining all such licenses and permits, and maintaining all such licenses and permits in full force and effect.

12. COVENANTS OF DEVELOPER.

12.1 CONFIDENTIALITY. You acknowledge that you will receive Confidential Information in the operation of a Business, including, without limitation, copyrighted materials, methods, and other techniques and know-how which concerns Franchisor's Systems, programs, services, products, customers, practices, materials, books, records, financial information, manuals, computer files, databases, software, or any other information designated by Franchisor as confidential in nature. You shall keep secret maintain in the strictest confidence the confidentiality of all Confidential Information and not use or disclose such Confidential Information, except in connection with the ongoing operation of a Business. You shall use Confidential Information only with the development and operation of the Businesses, and you shall divulge Confidential Information only to your employees, advisors, accountants, lenders, attorneys, consultants and agents and only on a need to know basis. Notwithstanding anything in this Section 12.1 to the contrary, and subject to all terms and provisions of this Section 12.1, you may disclose Confidential Information if necessary to comply with any applicable law, order, regulation, ruling, subpoena or order of a governmental authority or tribunal with competent jurisdiction. In the event that you are so requested or required to disclose any Confidential Information, you shall promptly notify Franchisor of such request or requirement prior to disclosure so that Franchisor may, if it so elects, and at its own expense, seek an appropriate protective order or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. Further, you may disclose Confidential Information to the extent requested by any regulatory or governmental agency or authority in connection with pursuit of, or maintenance of, any gaming license, liquor license or other privileged business license for you (or an Affiliate thereof), or to the extent necessary to cause any application, disclosure or filing with any such agency to be truthful, accurate and not misleading. This obligation shall survive expiration or termination of this Agreement.

12.2 NON-COMPETITION DURING TERM. You and each Owner acknowledge that you and each Owner will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques and trade secrets of Franchisor and the System. You and each Owner covenant and agree that during the Term of this Agreement, except as otherwise approved in writing by Franchisor, you and, if applicable, such Owner, shall not, either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity:

12.2.1 Divert or attempt to divert any present or prospective customer of any Urban Air Adventure Park Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is harmful, injurious or prejudicial to the goodwill associated with Franchisor, the Proprietary Marks and the System;

12.2.2 Employ or seek to employ any person who is or has been within the previous 60 days employed by Franchisor or an Affiliate of Franchisor or otherwise directly or indirectly induce such person to leave his or her employment; and

12.2.3 Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with a Competitive Business at any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Proprietary Marks or similar marks or operate or license others to operate a business under the Proprietary Marks or similar marks.

12.3 NON-COMPETITION AFTER EXPIRATION OR TERMINATION OF AGREEMENT. Commencing upon the later of: (.1) a transfer permitted hereunder, expiration of this Agreement, or termination of this Agreement (regardless of the cause for termination) or (.2) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 12.3, and continuing for an uninterrupted period of two years thereafter, you shall not either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain,

advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with a Competitive Business anywhere within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Proprietary Marks or similar marks or operate or license others to operate a business under the Proprietary Marks or similar marks. If any Owner ceases to be an Owner of the Developer for any reason during the Term, the foregoing covenant shall apply to the departing Owner for a two-year period beginning on the date such person ceases to meet the definition of an Owner. The obligations described in this shall be tolled during any period of noncompliance and shall survive termination or default hereof.

12.4 ADDITIONAL PROVISIONS. The Parties acknowledge and agree that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Article 12, or any portion thereof, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party; and you and each Owner agree that such person shall comply forthwith with any covenant as so modified, which shall be fully enforceable. You and each Owner expressly agree that the existence of any claims you may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article 12. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor with the enforcement of this Article 12.

12.5 BREACH OF COVENANTS CAUSES IRREPARABLE INJURY. You acknowledge that your violation of any covenant of this Article 12 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

12.6 REFORMATION. If all or any portion of any covenant contained in this Article 12 is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which Franchisor or any of its Affiliates is a party, Developer will be bound by any lesser covenant subsumed within the terms of such covenant which imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article 12. Notwithstanding the foregoing, Franchisor has the unilateral right, in its sole and absolute discretion, to reduce the scope of any covenant set forth in this Article 12, or any portion thereof, which reduction will become effective immediately upon delivery of notice of the reduction.

13. MISCELLANEOUS PROVISIONS.

13.1 NOTICES. All notices or demands shall be in writing and shall be served by email, so long as a copy is also mailed via overnight delivery; personal delivery; certified mail, return receipt requested; by private overnight delivery; or by or by facsimile or other electronic system. Service shall be deemed conclusively made (.1) at the time of service, if personally served; (.2) upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; (.3) 24 hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; or (.4) at the time of transmission by telecopier, if such transmission occurs prior to 5:00 p.m. on a Business Day and a copy of such notice is mailed within twenty-four (24) hours after the transmission. Notices and demands shall be given to the respective parties at the addresses set forth herein, unless and until a different address has been designated by written notice to the other party. Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party.

13.2 ENTIRE AGREEMENT. This Agreement represent the entire fully integrated agreement between the parties regarding the subject matter hereof and supersedes all other negotiations, agreements, representations, and covenants, oral or written. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that Franchisor made in the Franchise Disclosure Document (including its exhibits and amendments) that Franchisor delivered to you in connection with this franchise offering. Except for those changes permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to in writing by the parties and executed by their authorized officers or agents.

13.3 NO WAIVER. Except for those changes permitted to be made unilaterally by Franchisor hereunder, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

13.4 SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement; provided, however, that the portions of this Agreement relating to the payment of fees to Franchisor and the portion relating to the protection and preservation of the Proprietary Marks and the Confidential Information are critical to this Agreement. If any portion of this Agreement relating to those matters is declared invalid or unenforceable for any reason, Franchisor may terminate this Agreement immediately on written notice to you.

13.5 SURVIVAL OF TERMS. Any provision or covenant of this Agreement that expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement, including, Article 12, shall survive such expiration or termination of this Agreement.

13.6 DEFINITIONS AND CAPTIONS. Unless otherwise defined in this body of this Agreement, capitalized terms shall have the meaning ascribed to them in Article 16 or if not defined herein, as defined in the Franchise Agreement. All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

13.7 PERSONS BOUND. All acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all of the parties executing this Agreement as Developer hereunder. As used in this Agreement, the term "you" shall include all persons who succeed to the interest of the original Developer by transfer or operation of law.

13.8 RULES OF CONSTRUCTION. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

13.9 TIMING. Time is of the essence with respect to all provisions in this Agreement.

13.10 CHOICE OF LAW. This Agreement is made in and takes effect upon its acceptance and execution by Franchisor at its headquarters in Grapevine, Texas. This Agreement shall be and all claims arising out of or related to the relationship created hereby shall be governed by and interpreted and construed under the substantive laws of the State of Texas, without regard to it conflicts of laws principles, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.) and U.S. Copyright Act, 17 U.S.C. Section 101 et seq.).

13.11 JURISDICTION AND VENUE. The parties agree that any litigation arising out of or related to this Agreement, the offer and sale of the URBAN AIR franchise opportunity, or any other dispute between the parties shall be brought and maintained exclusively in a federal or state court serving the judicial district in which Franchisor's principal headquarters are located at the time litigation is commenced. You hereby irrevocably submit to the exclusive jurisdiction of such courts and specifically waive any objection you may have to either the jurisdiction or exclusive venue of such courts. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Notwithstanding the foregoing, you acknowledge and agree that Franchisor may bring and maintain an action against you in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders, and preliminary and permanent injunctions.

13.12 **WAIVER OF JURY TRIAL. FRANCHISOR AND DEVELOPER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR**

**COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

13.13 CONTRACTUAL LIMITATIONS PERIOD. Any and all claims and actions arising out of or relating to this Agreement, the parties' relationship, or the operation of the business contemplated under this Agreement (including any defenses and any claims of set-off or recoupment), must be brought or asserted before the expiration of the earlier of: (.1) the time period for bringing an action under any applicable state or federal statute of limitations; or (.2) two years and a day after the date such claim arose, whichever occurs first; or it is expressly acknowledged and agreed by all parties that such claims or actions shall be irrevocably barred.

13.14 WAIVER OF PUNITIVE DAMAGES. The parties hereby waive to the fullest extent permitted by law any right to or claim of any punitive, exemplary, or multiple damages against the other.

13.15 ATTORNEYS' FEES. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit; the term "prevailing party" means a party that is awarded actual relief in the form of damages, declaratory relief, or injunctive relief, as well as a party that successfully defends a legal action commenced against it.

13.16 RELIANCE ON OWN JUDGMENT. **EACH OF THE PARTIES AGREES THAT IT HAS CAREFULLY REVIEWED THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, SOUGHT AND OBTAINED INDEPENDENT LEGAL ADVICE FROM COUNSEL OF ITS OWN CHOOSING WITH RESPECT TO THE NEGOTIATION AND PREPARATION OF THIS AGREEMENT, AND HAS RELIED WHOLLY UPON ITS OWN JUDGMENT AND KNOWLEDGE (AND THE ADVICE OF ITS ATTORNEYS) IN ELECTING TO EXECUTE THIS AGREEMENT. EACH OF THE PARTIES ALSO ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATION BY ANY OTHER PARTY WITH RESPECT TO THE FACTS UNDERLYING THE CLAIM OR THE SUBJECT MATTER OR EFFECT OF THIS AGREEMENT.**

14. MEDIATION. If a dispute arises out of or relates to this Agreement and it cannot be settled through negotiation, the Parties agree to mediate their dispute prior to trial. Mediation shall occur in the county in which Franchisor maintains its principal business headquarters at the time of mediation.

15. OTHER FRANCHISEES/AREA DEVELOPERS. You acknowledge that other Urban Air Adventure Park franchisees/area developers have or will be granted franchises or area development rights at different times and in different situations, and further acknowledge that the provisions of such agreements may vary substantially from those contained in this Agreement; provided, however, that the foregoing acknowledgment shall not be construed as an Agreement by the Developer to the granting of development rights that conflict with the exclusive rights granted to the Developer hereunder.

16. DEFINITIONS.

16.1 "Affiliate" means any entity that is wholly or partly owned by another entity, that shares common ownership with another entity, or that has an ownership interest in another entity.

16.2 "Business Entity" means a corporation, limited liability company, limited partnership, or other entity created pursuant to statutory authority.

16.3 "Competitive Business" means any business or enterprise that engages in or grants franchises or licenses for the operation of an indoor or outdoor entertainment center, that hosts birthday parties, or that offers any of the following attractions, whether individually, piecemeal, or collectively: trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zone, ropes courses, zip lines, Sky Rider® or similar attraction, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirley ball, mini golf, laser tag, trampoline volleyball, spin zone, or related activities.

16.4 "Confidential Information" means all information, knowledge, elements, trade secrets, and know-how utilized or embraced by the System, or which otherwise concerns Franchisor's systems of operation, programs, services, products, customers, practices, materials, books, records,

financial information, manuals, computer files, databases, or software; including, but not limited to: the Standards and all elements of the System and all products, services, equipment, technologies, policies, standards, requirements, criteria, and procedures which now or in the future are a part of the System; all information contained in the Manual, including supplements to the Manual; Franchisor's standards and specifications for product preparation, packaging, and service; all specifications, sources of supply, all procedures, systems, techniques and activities employed by Franchisor or by you in the offer and sale of products and/or services at or from your Franchised Business; all pricing paradigms established by Franchisor or by you; all of Franchisor's and/or your sources, or prospective sources, of supply and all information pertaining to same, including wholesale pricing structures, the contents of sourcing agreements, and the identity of vendors and suppliers; Franchisor's specifications, and your final plans, for the construction, buildout, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of your Franchised Business; the identify of, and all information relating to, the computer and POS hardware and software utilized by Franchisor and you; all information and data pertaining to Franchisor's and/or your advertising, marketing, promotion, and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by your Franchised Business; all internet/web protocols, procedures, and content related to the System and your Franchised Business; Franchisor's training and other instructional programs and materials; all elements of Franchisor's recommended staffing, staff training, and staff certification policies and procedures; all communications between you and Franchisor, including the financial and other reports you are required to submit to Franchisor under this Agreement; additions to, deletions from, and modifications and variations of the components of the System and the other systems and methods of operations which Franchisor employs now or in the future; all other knowledge, trade secrets, or know-how concerning the methods of operation of your Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of operation under the terms of the Franchise Agreement; and all other information, knowledge, and know-how which either Franchisor or its affiliates, now or in the future, designate as "Confidential Information."

16.5 "Damages" shall mean the product of the Estimated Daily Royalty multiplied by 365.

16.6 "Franchise Agreement" means the form of agreement prescribed by Franchisor and used to grant to you or your Affiliate the right to own and operate a single Business, including all attachments, exhibits, riders, guarantees or other related instruments, all as amended from time to time.

16.7 "Gross Sales" means the dollar aggregate of: (.1) the sales price of all items, goods, wares and merchandise sold, and the charges for all services you perform, whether made for cash, on credit or otherwise, without reserve or deduction for inability or failure to collect, including sales and services (A) originating at the Franchised Business premises even if delivery or performance is made offsite from the Franchised Business premises, (B) placed by mail, facsimile, telephone, the internet and similar means if received or filled at or from the Franchised Business premises, and (C) that you in the normal and customary course of your operations would credit or attribute to the operation of the Franchised Business; and (.2) all monies, trade value or other things of value that you receive from Franchised Business operations at, in, or from the Franchised Business premises that are not expressly excluded from Gross Sales. Gross Sales does not include: (.1) the exchange of merchandise between Franchised Businesses (if you operate multiple franchises) if the exchanges are made solely for the convenient operation of your business and not for the purpose of depriving us of the benefit of a sale that otherwise would have been made at, in, on or from the Franchised Business premises; (.2) returns to shippers, vendors, or manufacturers; (.3) sales of fixtures or furniture after being used in the conduct of the Franchised Business; (.4) the sale of gift certificates and stored value cards (the redemption value will be included in Gross Sales at the time of redemption); (.5) insurance proceeds; (.6) sales to employees at a discount; (.7) cash or credit refunds for transactions included within Gross Sales (limited, however, to the selling price of merchandise returned by the purchaser and accepted by you); (.8) the amount of any city, county, state or federal sales, luxury or excise tax on such sales that is both (A) added to the selling price or absorbed therein and (B) paid to the taxing authority. A purchase returned to the Franchised Business may not be deducted from Gross Sales unless the purchase was previously included in Gross Sales.

16.8 "Governmental Authority" shall be defined as the United States, any city, town, county, or state of the United States, and any agency, department, commission, board, bureau, utility district or instrumentality of any of them.

16.9 "Indicia" means the distinctive exterior and interior design, decor, color scheme, graphics, fixtures, and furnishings.

16.10 "Owner(s)" means you and your spouse if you are an individual, or each individual or entity holding a beneficial ownership in you and/or the Developer individual(s) or entity(ies) that enter into any Franchise Agreements pursuant to this Agreement if you are a Business Entity. It includes all officers, directors, and shareholders of a corporation, all managers and members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust. If any Owner is a Business Entity, then the term "Owner" also includes the Owners of that Business Entity.

16.11 "Proprietary Products" means Franchisor's proprietary products, merchandise, and offerings which incorporate our trade secrets and proprietary information.

16.12 "Standards" means the standards, specifications, policies, procedures, and techniques that Franchisor has developed relating to the location, establishment, operation, and promotion of Franchisor's Franchised Businesses, all of which may be changed by Franchisor in its sole discretion. The Standards include, among other things: required and recommended business practices; product preparation techniques; presentation standards; standards and specifications for Franchised Business design and appearance; customer service standards; sales techniques and procedures; and other management, operational, and accounting procedures.

16.13 "System" means Franchisor's proprietary business format and system, which includes the Indicia, Proprietary Products, and Standards.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the latter of the dates the Parties hereto executed this Agreement ("Effective Date").

**FRANCHISOR:**

UATP MANAGEMENT, LLC
a Texas Limited Liability Company

By:_____ _____
Michael O. Browning, Jr., its CEO Date

**EACH OF THE UNDERSIGNED PARTIES WARRANTS AND REPRESENTS THAT HE/SHE HASNOT RELIED UPON ANY GUARANTEES CONCERNING REVENUE, PROFIT OR THE SUCCESS OF THIS FRANCHISE IN SO SIGNING.**

**DEVELOPER:**

_____
a_____

By:_____ _____
_____, its _____ Date

## SCHEDULE A - AREA

The "Area" is defined as the metropolitan statistical area of _____[insert description of area here]. To the extent the MSA or legal identify of the Area shall ever change, this definition shall be limited to the area described on the maps below.

[insert map here]

## SCHEDULE B - DEVELOPMENT SCHEDULE[1]

| DATE BUSINESS MUST BE OPEN | CUMULATIVE TOTAL NUMBER OF BUSINESSES THAT YOU MUST HAVE OPEN AND IN OPERATION |
|---|---|
| ___ months after the Effective Date | |
| __ months after the Effective Date | |
| __ months after the Effective Date | |
| __ months after the Effective Date | |

[1] The number of Businesses subject of a Development Schedule will vary.

## SCHEDULE C - FRANCHISE FEE SCHEDULE[1]

| TOTAL NUMBER OF BUSINESSES OPEN | INITIAL FRANCHISE FEE |
|---|---|
| 1 | $50,000 |
| 2 | $47,500 |
| 3 | $45,000 |
| 4 | $42,500 |
| 5 | $40,000 |
| 6 | $37,500 |
| 7+ | $35,00 |

[1] Franchise Fee will be reduced by $2,500 for each successive Business you open but will not go below $35,000.

## SCHEDULE D – ROYALTY FEE SCHEDULE[1]

| TOTAL NUMBER OF BUSINESSES OPEN | ROYALTY APPLICABLE TO ALL BUSINESSES THEN OPEN AND OPERATING |
|---|---|
| 1 | 7.00% of Gross Sales |
| 2 | 6.75% of Gross Sales |
| 3 | 6.50% of Gross Sales |
| 4 | 6.25% of Gross Sales |
| 5 | 6.00% of Gross Sales |
| 6 | 5.75% of Gross Sales |
| 7 | 5.50% of Gross Sales |

[1] Royalty Fee will be reduced by .25% with each successive Business you open but will not go below 5.5% of monthly Gross Sales.

## ILLINOIS AMENDMENT TO AREA DEVELOPMENT AGREEMENT

The Urban Air Adventure Park Area Development Agreement between _____ ("Developer" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Development Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Area Development Agreement ("Amendment"):

1. Defined terms contained in the Area Development Agreement shall have the identical meanings in this Amendment.

2. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1-44, (collectively, the "Act"). To the extent that this Area Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. 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 Illinois Franchise Disclosure Act or any other law of Illinois is void.

b. Any release of claims or acknowledgments of fact contained in the Area Development Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act.

c. Section 4 of the Act provides that, if this Area Development Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims.

d. If this Area Development Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act, Illinois law governing claims arising under the Act will control.

e. If this Area Development Agreement requires a jury trial waiver, to the extent that such provision conflicts with the Illinois Franchise Disclosure Act, the Act will control.

f. Your rights upon termination and non-renewal of the Area Development Agreement are set forth in Sections 19 and 20 of the Act.

3. In the event of any conflict between the terms of this Amendment and the terms of the Franchise Agreement, the terms of this Amendment shall prevail. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

| | |
|---|---|
| **FRANCHISOR:**<br>**UATP Management, LLC,**<br>a Texas limited liability company | **DEVELOPER:**<br>,<br>a |
| By: _____<br>Michael O. Browning, Jr., its CEO | By: _____<br>_____, its |
| Date: _____ | Date: _____ |

## MARYLAND AMENDMENT TO AREA DEVELOPMENT AGREEMENT

The Urban Air Adventure Park Area Development Agreement between _____ ("Developer" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Area Development Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Area Development Agreement ("Amendment"):

1. Defined terms contained in the Area Development Agreement shall have the identical meanings in this Amendment.

2. Any provision requiring you to sign a general release of any and all claims against us shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Any provision requiring you to bring an action against us in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law. You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Section 14-226 of the Maryland Franchise Registration and Disclosure Law, prohibits us from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Any provisions which requires a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law, in order to purchase a franchise are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Notwithstanding anything to the contrary set forth in the Area Development Agreement, any general release the Developer is required to assent to is not intended to nor shall it act as a release, estoppel or waiver of any liability we may have incurred under the Maryland Franchise Registration and Disclosure Law.

6. Section 13.11. of the Area Development Agreement is amended by the addition of the following language to the original language that appears therein:

> "This Section 13.11 shall not in any way abrogate or reduce any of your rights as provided for in Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law, including the right to submit matters to the jurisdiction of the Courts of Maryland."

7. Notwithstanding anything to the contrary set forth in the Area Development Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

8. In the event of any conflict between the terms of this Amendment and the terms of the Area Development Agreement, the terms of this Amendment shall prevail. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

| | |
|---|---|
| **FRANCHISOR:** | **DEVELOPER:** |
| **UATP Management, LLC,** | , |
| a Texas limited liability company | a |
| By: _____ | By: _____ |
| Michael O. Browning, Jr., its CEO | _____, its |
| Date: _____ | Date: _____ |

**MINNESOTA AMENDMENT**

**TO URBAN AIR ADVENTURE PARK AREA DEVELOPMENT AGREEMENT**

The Urban Air Adventure Park Franchise Agreement between ("Developer" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Area Development Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Area Development Agreement ("Amendment"):

1. Defined terms contained in the Area Development Agreement shall have the identical meanings in this Amendment.

2. Franchisor will undertake the defense of any claim of infringement by third parties involving the Urban Air Adventure Park mark, and Developer will cooperate with the defense in any reasonable manner required by Franchisor with any direct cost of such cooperation to be borne by Franchisor.

3. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Area Development Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the franchise agreement.

4. The Agreement is amended to provide that any claims arising under the Minnesota Franchise Act must be brought within three years after the date the cause of action accrues.

5. Section 13.12. (Waiver of Jury Trial) and Section 8.6. (Limitation of Damages) are hereby deleted.

6. No Section providing for a general release as a condition of renewal or transfer will act as a release or waiver of any liability incurred under the Minnesota Franchise Act; provided, that this part shall not bar the voluntary settlement of disputes.

7. In the event of any conflict between the terms of this Amendment and the terms of the Area Development Agreement, the terms of this Amendment shall prevail. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C.01 to 80C.22 are met independently without reference to this addendum.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

| | |
|---|---|
| **FRANCHISOR:**<br>**UATP Management, LLC,**<br>a Texas limited liability company | **DEVELOPER:**<br>,<br>a |
| By:_____<br>Michael O. Browning, Jr., its CEO | By:_____<br>_____, its |
| Date:_____ | Date:_____ |

## WASHINGTON AMENDMENT TO AREA DEVELOPMENT AGREEMENT

The Urban Air Adventure Park Franchise Agreement between ("Developer" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Area Development Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("Amendment"):

1. Defined terms contained in the Area Development Agreement shall have the identical meanings in this Amendment.

2. The State of Washington has a statute, RCW 19.100.180 that may supersede the Area Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions that may supersede the Area Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

4. A release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, rights or remedies under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW such as a right to a jury trial may not be enforceable.

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

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

| | |
|---|---|
| **FRANCHISOR:** | **DEVELOPER:** |
| **UATP Management, LLC,** | , |
| a Texas limited liability company | a |
| By:_____ | By:_____ |
| Michael O. Browning, Jr., its CEO | _____, its |
| Date:_____ | Date:_____ |

# EXHIBIT F-2
# FRANCHISE DISCLOSURE DOCUMENT

## DEVELOPMENT AGREEMENT

# DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into on the Effective Date by and between UATP MANAGEMENT, LLC ("Franchisor", "we", "us", or "our"), and _____ ("Developer", "you" "you", or "your"). Franchisor and Developer are each sometimes singly referred to herein as a "Party" and collectively as the "Parties."

## RECITALS:

A. Franchisor, as the result of the expenditure of time, skill, effort and money, has developed a distinctive business system relating to the development, establishment, and operation of an indoor or outdoor entertainment center featuring wall-to-wall trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zone, ropes courses, zip lines, coasters, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirly ball, mini golf, laser tag, and trampoline volleyball, and related activities (each a "Business" and collectively, the "Businesses") under the name Urban Air Adventure Park, which are based on the Proprietary Products, Proprietary Marks, Indicia, Standards, and System.

B. The distinguishing characteristics of the System include, without limitation, the Proprietary Products, distinctive attractions, exterior and interior design, decor, color scheme, fixtures, and furnishings; standards and specifications for products and supplies; service standards; uniform standards, specifications, and procedures for operations; procedures for inventory and management control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor.

C. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark "Urban Air Adventure Park" and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use regarding the System ("Proprietary Marks"). Franchisor has obtained the right to use, and to license others to use, the Proprietary Products, the Proprietary Marks, and the System.

D. Franchisor continues to develop, use, and control the use of the Proprietary Marks to identify for the public the source of services and products marketed under this Agreement and under the System, and to represent the System's high standards of quality, appearance, and service.

E. Franchisor desires to expand and develop Businesses, and you wish to develop Urban Air Adventure Park Businesses, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## TERMS:

1. RESERVED.

2. GRANT OF DEVELOPMENT RIGHTS. We grant you, subject to the terms and conditions of this Agreement, the right and license to establish and operate for your own account, but not to sublicense, a specified number of Businesses in compliance with our System, Proprietary Marks, and standards. No exclusivity or

territory is granted to you by this Agreement. You must have open and in operation, pursuant to Franchise Agreements, the cumulative number of Businesses set forth in the Development Schedule attached as Schedule B. You acknowledge and agree that at the expiration of this Agreement, you must have open and in operation the total number of Urban Air Adventure Parks identified in the Development Schedule. **You represent that you conducted your own independent investigation and analysis of the prospects for the establishment of Urban Air Adventure Parks, approve the Development Schedule as being reasonable and viable, and recognize that failure to achieve the results described in the Development Schedule will constitute a material breach of this Agreement.**

2.1 EXTENSIONS TO DEVELOPMENT SCHEDULE. If you are unable to adhere to the Development Schedule, you may apply for an extension of the date by which a specific Business must be open and in operation under the relevant Development Schedule. If the grounds for the extension is an Event of Force Majeure, each extension will be for a period of not more than 180 days without any payment or penalty. Without waiving any rights afforded to us under this Agreement or any Franchise Agreement in which you (or your Affiliates) own or hold any interest, we have the right, but no obligation to grant you a written extension on the Development Schedule. If the grounds for the extension is any reason other than Force Majeure, at Franchisor's election it may grant you an extension of the relevant Development Schedule for a period of not more than 180 days each and such extension shall be conditioned on your payment to Franchisor of the Extension Fee. To obtain an extension to the Development Schedule, you must submit such request to Franchisor in writing no later than fifteen (15) days before the relevant Development Schedule expires and pay the applicable Extension Fee. The written request shall specifically identify the number of additional days to the Development Schedule you are requesting. An extension obtained under this Section 2.1 will apply only to the applicable Development Schedule; an extension will not delay the subsequent Development Schedules. Nothing obligates us to grant you an initial or any subsequent extension on the Development Schedule.

2.1.1 "Extension Fee" shall equal the Estimated Daily Royalty multiplied by the number of additional days to the Development Schedule you requested.

2.1.2 "Estimated Daily Royalty" shall equal the average of the monthly Gross Sales for the top ten Urban Air Adventure Parks as calculated for the month prior to the date when you requested the extension of the Development Schedule divided by thirty (30). Notwithstanding anything herein to the contrary, the Estimated Daily Royalty shall not be less than $750.00 per day and shall not exceed $950.00 per day.

2.1.3 "Gross Sales" shall be identified, for each Urban Air Adventure Park whose sales are used in calculating the Estimated Daily Royalty, using the definition of Gross Sales set forth in the Franchise Agreement for such location. (For example, if an Urban Air Adventure Park located in Dallas is one of the ten locations used to determine the Extension Fee, the definition of "Gross Sales" in the Dallas Franchise Agreement shall be used to calculate the Gross Sales of such park only).

2.1.4 "Force Majeure" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, war, terrorist acts, or riot; epidemics; or other similar forces which you could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with you by any lender, landlord, or other person shall be an event of Force Majeure under this Agreement. Your financial inability to perform or your insolvency shall not be an event of Force Majeure under this Agreement.

2.2. REPLACEMENT BUSINESS. If during the Term, you cease to operate any Business developed under this Agreement for any reason, you shall develop a replacement Business. The replacement Business shall be developed within a reasonable time (not to exceed 180 days) after you cease to operate the original Business being replaced. If, during the Term, you transfer your interest in a Business in accordance with the terms of the applicable Franchise Agreement for the Business, the transferred Business shall continue to be counted in determining whether you have complied with the Development Schedule so long as it continues to be operated as an Urban Air Adventure Park Business. If the transferred Business ceases to be operated as an Urban Air Adventure Park Business during the Term, you shall develop a replacement Business within a reasonable time (not to exceed 180 days) thereafter.

3. TERM. Unless sooner terminated as provided herein, the term of this Agreement ("Term") begins on the Effective Date and, unless otherwise negotiated, terminated, or extended as provided in this Agreement, expires the earlier to occur of (.1) 12:00 midnight CST on the last day of the Development Schedule identified in Schedule B, (.2) the opening date of the last Business subject of the Development Schedule, (.3) upon the occurrence of an event of default for which no opportunity to cure is provided herein, or (.4) the last day of any cure period following written notice of default to Developer. Upon termination or expiration of this Agreement, your rights under this Agreement shall terminate, become void, and be of no further force or effect, except for those obligations that expressly survive termination hereof. The termination of expiration of this Agreement shall have no effect on the continued validity of any Franchise Agreement.

4. INITIAL SERVICES AND ONGOING OBLIGATIONS. You acknowledge and agree that our initial service under this Agreement is solely to provide site selection services and that we have no ongoing obligations such as training or operational assistance to you under this Agreement. All ongoing and further obligations to you in opening your locations shall be provided pursuant to the Franchise Agreement between you and us.

5. TRANSFER OF INTEREST.

5.1 TRANSFER BY FRANCHISOR. Franchisor shall have the right, in its sole discretion and without your consent, to assign this Agreement and all of its rights and obligations hereunder in a related or third party transaction, may sell any or all of its assets (including its rights in and to the Proprietary Marks and the System); may issue new shares through an initial public offering or private placement; may merge with or acquire other companies, or may merge into or be acquired by another company; and may pledge its assets to secure payment of its financial obligations.

5.2 TRANSFER BY DEVELOPER. You understand and acknowledge that Franchisor has entered into this Agreement in reliance on your business skill, financial capacity, personal character, experience, and demonstrated or purported ability in customer service operations. Accordingly, you may not sell or transfer your interest in this Agreement without Franchisor's prior written consent. In addition, if you are a Business Entity, no Owner may transfer or assign his or her equity interest in the Business Entity without Franchisor's prior written consent. For purposes of this Section 5.2 the term "transfer" means and includes an actual assignment, sale, or transfer of an interest, or a collateral assignment or pledge of the interest as security for performance of an obligation. You must notify Franchisor in writing at least sixty (60) days prior to the date of any such intended transfer. Any purported transfer, by operation of law or otherwise, not having the written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement. If Franchisor approves a transfer it may, in its sole discretion, require any or all of the following as conditions of its consent:

5.2.1 All of your accrued monetary obligations and all other outstanding obligations to Franchisor and its Affiliates and your suppliers shall be up to date, fully paid, and satisfied;

5.2.2 You must be in full compliance with this Agreement and any other agreements between you and Franchisor, its Affiliates, and your suppliers;

5.2.3 You and each Developer shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their respective officers, directors, shareholders, agents, and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances; provided, however, that any release will not be inconsistent with any state statute regulating franchising;

5.2.4 The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's then-current educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude, ability, and sufficient capital to operate the business contemplated under this Agreement;

5.2.5 The transferee shall sign Franchisor's then-current form of Franchise Agreement for the remaining term (and if the transferee is a Business Entity, then the transferee's Owners shall jointly and severally guarantee your obligations under this Agreement in writing in a form satisfactory to Franchisor);

5.2.6 You agree to remain liable for all direct and indirect obligations to Franchisor in

connection with the Franchised Business prior to the effective date of the transfer, shall continue to remain responsible for its obligations of nondisclosure, noncompetition, and indemnification as provided elsewhere in this Agreement, and all other obligations that survive termination, expiration, or transfer and shall execute any and all instruments reasonably requested by Franchisor to further evidence such obligation;

5.2.7 The transferee shall comply with Franchisor initial training requirements; and

5.2.8 You or the transferor must provide Franchisor with a copy of the agreements of purchase and sale between the transferor and the transferee. The economic terms of the transfer may not materially and adversely affect, in Franchisor's sole judgment, the post-transfer viability of the business contemplated under this Agreement.

5.3 OUR RESERVATION OF RIGHTS. Except as otherwise provided herein or any other written agreement executed by you and us, we reserve any and all rights with respect to the System not expressly granted to you under this Agreement. You acknowledge and agree that (.1) we and our Affiliates have the right to grant other franchises or develop and operate company or Affiliate-owned Urban Air Adventure Park worldwide and offer, sell or distribute any products or services associated with the System (now or in the future) under the Proprietary Marks or any other trademarks, service marks or trade names or through any distribution channel or method, all without limitation on the area or compensation to any franchisee or area developer; and (.2) we and our Affiliates have the right to operate and franchise others to operate any other business worldwide under trademarks other than the Proprietary Marks, without compensation to any franchisee or area developer. Although we and our Affiliates will not develop, operate or franchise an Urban Air Adventure Park within the Protected Area identified in your Franchise Agreement, we and our Affiliates have the right to offer, sell or distribute, worldwide, other products or services associated with the System (now or in the future) or identified by the Proprietary Marks or any other trademarks, service marks or trade names, through any distribution channels or methods, without compensation to Developer, any franchisees, or area developers. The distribution channels or methods include, without limitation, retail stores, wholesale or the internet (or any other existing or future form of electronic commerce).

6. FEES.

6.1 INITIAL FRANCHISE FEE. Upon execution of each Franchise Agreement, you shall pay Franchisor an Initial Franchise Fee in the amount specified in the Franchise Fee Schedule attached as Schedule C. All rights as it relates to such Initial Franchise Fee shall be governed by each Franchise Agreement.

6.2 ROYALTY FEE. In all cases, the Royalty Fee applicable to each Business will be incrementally reduced as set forth in the Royalty Fee Schedule attached as Schedule D. Such reduction in the Royalty Fee will not occur until each successor Business is fully operational and open to the public (which in all events will be no earlier than the date a certificate of occupancy is issued by the applicable municipality). In no event shall any reduction in the Royalty Fee be retroactive. If a Business is closed or becomes inoperational, then the Royalty Fee shall increase commensurate with the number of Businesses that are operational and open to the public. All rights as it relates to such Royalty shall be governed by each Franchise Agreement.

7. EXECUTION OF FRANCHISE AGREEMENTS. For each Urban Air Adventure Park you open, own and operate, you must execute our then-current standard Franchise Agreement ("Franchise Agreement"), the terms of which may be materially different from the previous versions. If you fail to provide us with an executed Franchise Agreement at least sixty (60) days prior to the date scheduled as the opening date for a location, your failure will be deemed a material breach of this Agreement and we will have the right to terminate this Agreement as provided herein. In the event of a conflict between this Agreement and any Franchise Agreement, this Agreement shall control.

8. DEFAULT AND TERMINATION.

8.1 TERMINATION IN THE EVENT OF BANKRUPTCY OR INSOLVENCY. You shall be deemed to be in default under this Agreement, and all rights granted to you in this Agreement shall automatically terminate without notice, (.1) if Developer or its Affiliate becomes insolvent or make a general assignment for the benefit of creditors; (.2) if a petition in bankruptcy is filed by Developer or its Affiliate or such a petition is filed against Developer or its Affiliate and they do not oppose it; (.3) if Developer or its Affiliate are adjudicated

as bankrupt or insolvent; (.4) if a bill in equity or other proceeding for the appointment of a receiver for Developer or its Affiliate or other custodian for your business or assets is filed and consented to by Developer or its Affiliate; (.5) if a receiver or other custodian (permanent or temporary) of Developer or its Affiliate's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (.6) if proceedings for a composition with creditors under any state or federal law is instituted by or against Developer or its Affiliate; (.7) if a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed); (.8) if Developer or its Affiliate is dissolved; or (.9) if execution is levied against the business or property of Developer or any of its Affiliates.

8.2. TERMINATION WITH NOTICE AND WITHOUT OPPORTUNITY TO CURE. Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure if: (.1) Developer, Affiliate, or any Owner is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System; (.2) there is any transfer or attempted transfer in violation of Section 5.2 of this Agreement; (.3) Developer, Affiliate, or any Owner fails to comply with the confidentiality or non-compete covenants herein; (.4) Franchisor delivers to Developer, its Affiliate, or any Owner three or more written notices of default hereunder or under any Franchise Agreement within any rolling 24-month period, whether or not the defaults described in such notices ultimately are cured; or (.5) any Franchise Agreement between Franchisor and any Affiliate or Owner is terminated.

8.3 TERMINATION WITH 30-DAY CURE PERIOD. Except as provided in Section 8.2 above, Franchisor may terminate this Agreement if you fail to satisfy the Development Schedule or breach any other material provision of this Agreement, following the provision of written notice of default and Developer's failure to cure same within twenty (20) days after delivery of written notice. Upon the occurrence of such uncured breach, Franchisor shall be entitled to receive the Damages in addition to those other remedies provided for herein. The Parties agree the Damages shall be considered direct damages and are not liquidated. However, if a trier of fact determines the Damages are liquid in nature, then the Parties agree that because of the difficulty in ascertaining the exact damages, the Damages are a reasonable sum (and not a penalty) considering the damages Franchisor will incur in the event of breach of this Agreement by Developer as described in this Section 8.3.

8.4 ADDITIONAL REMEDIES. If you are in default of this Agreement and have failed to timely cure the default following notice and an opportunity to cure in accordance with the terms and conditions of this Agreement, Franchisor may, in its sole discretion, terminate this Agreement, reduce the number of Franchised Businesses which you may establish pursuant to the Development Schedule, recover those remedies or damages permitted herein, and recover damages as permitted by law, including damages resulting from Developer's breach of Article 12. Franchisor's exercise of any of its remedies under this Article 8 shall not constitute a waiver by Franchisor to exercise Franchisor's option to terminate this Agreement at any time with respect to a subsequent event of default of a similar or different nature. Further, should you breach this Agreement and fail to cure same following written notice and the expiration of the applicable cure period, if available, then the Royalty Fee for all Franchised Businesses subject of this Agreement shall revert to 7.0% of the monthly Gross Sales beginning on the first day of the first month following the date of the notice of default. Unless otherwise specified in this Agreement, no right or remedy conferred upon or reserved by Franchisor by this Agreement is intended and it shall not be deemed to be exclusive of any other right or remedy provided or permitted herein, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

8.5 YOUR REMEDIES. You may not under any circumstances make any claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld or delayed any consent or approval under this Agreement, and you hereby waive any such claim for damages, whether by way of affirmative claim, setoff, counterclaim, or defense. Your sole remedy for any breach of this Agreement by Franchisor will be an action or proceeding for specific performance of the applicable provision(s) of this Agreement. **THE REMEDY OF RESCISSION IS WAIVED.**

8.6 LIMITATION OF DAMAGES. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY AND WITHOUT WAIVING THE PROVISION OF SECTION 8.5 ABOVE, IN NO EVENT SHALL ANY DAMAGES, INCLUSIVE OF ATTORNEYS' FEES AND COURT COSTS, AWARDED TO DEVELOPER PURSUANT TO ANY CAUSE OF ACTION EXCEED TEN THOUSAND**

**DOLLARS. FURTHER, DEVELOPER RELEASES FRANCHISOR FROM ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR REGARDING ANY CAUSE OF ACTION THAT RELIES IN WHOLE OR IN PART ON THIS AGREEMENT.**

9. FRANCHISE AGREEMENTS MAY NOT BE AFFECTED. Upon termination of this Agreement, (a) we may elect not to terminate the Franchise Agreements for existing Businesses, (b) you will continue to pay all required fees and operate the Businesses that you own pursuant to the terms of the applicable Franchise Agreement that we executed prior to the termination of this Agreement, and (c) your and our rights and obligations with respect to your existing Businesses will be governed by the terms of the applicable Franchise Agreements that will remain in full force and effect.

10. FUTURE DEVELOPMENT. You recognize and acknowledge that this Agreement requires you to open Urban Air Adventure Parks in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Franchise Disclosure Document are subject to increase over time, and that future Businesses likely will involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to you prior to the execution of this Agreement. You must execute all the Franchise Agreements and open all the Businesses by the dates set forth on the Development Schedule, regardless of (.1) the requirement of a greater investment, (.2) the financial condition or performance of your prior Businesses, or (.3) any other circumstances, financial or otherwise. The foregoing will not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with every condition necessary to develop the Businesses, or if you do not meet our then-current requirements for franchisees at the time you are scheduled to execute a Franchise Agreement.

11. COMPLIANCE WITH APPLICABLE LAWS. You must, at your expense, comply with all federal, state, city, municipal and local laws, ordinances, rules and regulations pertaining to the operation of your Businesses. You must, at your expense, be absolutely and exclusively responsible for determining all licenses and permits required by law for your Businesses, for qualifying for and obtaining all such licenses and permits, and maintaining all such licenses and permits in full force and effect.

12. COVENANTS OF DEVELOPER.

12.1 CONFIDENTIALITY. You acknowledge that you will receive Confidential Information in the operation of a Business, including, without limitation, copyrighted materials, methods, and other techniques and know-how which concerns Franchisor's Systems, programs, services, products, customers, practices, materials, books, records, financial information, manuals, computer files, databases, software, or any other information designated by Franchisor as confidential in nature. You shall keep secret maintain in the strictest confidence the confidentiality of all Confidential Information and not use or disclose such Confidential Information, except in connection with the ongoing operation of a Business. You shall use Confidential Information only with the development and operation of the Businesses, and you shall divulge Confidential Information only to your employees, advisors, accountants, lenders, attorneys, consultants and agents and only on a need to know basis. Notwithstanding anything in this Section 12.1 to the contrary, and subject to all terms and provisions of this Section 12.1, you may disclose Confidential Information if necessary to comply with any applicable law, order, regulation, ruling, subpoena or order of a governmental authority or tribunal with competent jurisdiction. In the event that you are so requested or required to disclose any Confidential Information, you shall promptly notify Franchisor of such request or requirement prior to disclosure so that Franchisor may, if it so elects, and at its own expense, seek an appropriate protective order or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. Further, you may disclose Confidential Information to the extent requested by any regulatory or governmental agency or authority in connection with pursuit of, or maintenance of, any gaming license, liquor license or other privileged business license for you (or an Affiliate thereof), or to the extent necessary to cause any application, disclosure or filing with any such agency to be truthful, accurate and not misleading. This obligation shall survive expiration or termination of this Agreement.

12.2 NON-COMPETITION DURING TERM. You and each Owner acknowledge that you and each Owner will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques and trade secrets of Franchisor and the System. You and each Owner covenant and agree that during the Term of this Agreement, except as otherwise approved in writing by Franchisor, you and, if applicable, such Owner, shall not, either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity:

12.2.1 Divert or attempt to divert any present or prospective customer of any Urban Air Adventure Park Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that is harmful, injurious or prejudicial to the goodwill associated with Franchisor, the Proprietary Marks and the System;

12.2.2 Employ or seek to employ any person who is or has been within the previous 60 days employed by Franchisor or an Affiliate of Franchisor or otherwise directly or indirectly induce such person to leave his or her employment; and

12.2.3 Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with a Competitive Business at any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Proprietary Marks or similar marks or operate or license others to operate a business under the Proprietary Marks or similar marks.

12.3 NON-COMPETITION AFTER EXPIRATION OR TERMINATION OF AGREEMENT. Commencing upon the later of: (a) a transfer permitted hereunder, expiration of this Agreement, or termination of this Agreement (regardless of the cause for termination) or (b) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 12.3, and continuing for an uninterrupted period of two years thereafter, you shall not either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with a Competitive Business anywhere within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Proprietary Marks or similar marks or operate or license others to operate a business under the Proprietary Marks or similar marks. If any Owner ceases to be an Owner of the Developer for any reason during the Term, the foregoing covenant shall apply to the departing Owner for a two-year period beginning on the date such person ceases to meet the definition of an Owner. The obligations described in this shall be tolled during any period of noncompliance and shall survive termination or default hereof.

12.4 ADDITIONAL PROVISIONS. The Parties acknowledge and agree that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Article 12, or any portion thereof, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party; and you and each Owner agree that such person shall comply forthwith with any covenant as so modified, which shall be fully enforceable. You and each Owner expressly agree that the existence of any claims you may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article 12. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor with the enforcement of this Article 12.

12.5 BREACH OF COVENANTS CAUSES IRREPARABLE INJURY. You acknowledge that your violation of any covenant of this Article 12 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

12.6 REFORMATION. If all or any portion of any covenant contained in this Article 12 is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which Franchisor or any of its Affiliates is a party, Developer will be bound by any lesser covenant

subsumed within the terms of such covenant which imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article 12. Notwithstanding the foregoing, Franchisor has the unilateral right, in its sole and absolute discretion, to reduce the scope of any covenant set forth in this Article 12, or any portion thereof, which reduction will become effective immediately upon delivery of notice of the reduction.

13. MISCELLANEOUS PROVISIONS.

13.1 NOTICES. All notices or demands shall be in writing and shall be served by email, so long as a copy is also mailed via overnight delivery; personal delivery; certified mail, return receipt requested; by private overnight delivery; or by or by facsimile or other electronic system. Service shall be deemed conclusively made (.1) at the time of service, if personally served; (.2) upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; (.3) 24 hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; or (.4) at the time of transmission by telecopier, if such transmission occurs prior to 5:00 p.m. on a Business Day and a copy of such notice is mailed within twenty-four (24) hours after the transmission. Notices and demands shall be given to the respective parties at the addresses set forth herein, unless and until a different address has been designated by written notice to the other party. Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party.

13.2 ENTIRE AGREEMENT. This Agreement represent the entire fully integrated agreement between the parties regarding the subject matter hereof and supersedes all other negotiations, agreements, representations, and covenants, oral or written. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that Franchisor made in the Franchise Disclosure Document (including its exhibits and amendments) that Franchisor delivered to you in connection with this franchise offering. Except for those changes permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to in writing by the parties and executed by their authorized officers or agents.

13.3 NO WAIVER. Except for those changes permitted to be made unilaterally by Franchisor hereunder, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

13.4 SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement; provided, however, that the portions of this Agreement relating to the payment of fees to Franchisor and the portion relating to the protection and preservation of the Proprietary Marks and the Confidential Information are critical to this Agreement. If any portion of this Agreement relating to those matters is declared invalid or unenforceable for any reason, Franchisor may terminate this Agreement immediately on written notice to you.

13.5 SURVIVAL OF TERMS. Any provision or covenant of this Agreement that expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement, including, Article 12, shall survive such expiration or termination of this Agreement.

13.6 DEFINITIONS AND CAPTIONS. Unless otherwise defined in this body of this Agreement, capitalized terms shall have the meaning ascribed to them in Article 16 or if not defined herein, as defined in the Franchise Agreement. All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

13.7 PERSONS BOUND. All acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all of the parties executing this Agreement as Developer hereunder. As used in this Agreement, the term "you" shall include all persons who succeed to the interest of the original Developer by transfer or operation of law.

13.8 RULES OF CONSTRUCTION. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

13.9 TIMING. Time is of the essence with respect to all provisions in this Agreement.

13.10 CHOICE OF LAW. This Agreement is made in and takes effect upon its acceptance and execution by Franchisor at its headquarters in Grapevine, Texas. This Agreement shall be and all claims arising out of or related to the relationship created hereby shall be governed by and interpreted and construed under the substantive laws of the State of Texas, without regard to it conflicts of laws principles, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.) and U.S. Copyright Act, 17 U.S.C. Section 101 et seq.).

13.11 JURISDICTION AND VENUE. Any litigation arising out of or related to this Agreement, the offer and sale of the URBAN AIR franchise opportunity, or any other dispute between the parties shall be brought and maintained exclusively in a federal or state court serving the judicial district in which Franchisor's principal headquarters are located at the time litigation is commenced. You hereby irrevocably submit to the exclusive jurisdiction of such courts and specifically waive any objection you may have to either the jurisdiction or exclusive venue of such courts. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Notwithstanding the foregoing, you acknowledge and agree that Franchisor may bring and maintain an action against you in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders, and preliminary and permanent injunctions.

13.12 **WAIVER OF JURY TRIAL. FRANCHISOR AND DEVELOPER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

13.13 CONTRACTUAL LIMITATIONS PERIOD. Any and all claims and actions arising out of or relating to this Agreement, the parties' relationship, or the operation of the business contemplated under this Agreement (including any defenses and any claims of set-off or recoupment), must be brought or asserted before the expiration of the earlier of: (.1) the time period for bringing an action under any applicable state or federal statute of limitations; or (.2) two years and a day after the date such claim arose, whichever occurs first; or it is expressly acknowledged and agreed by all parties that such claims or actions shall be irrevocably barred.

13.14 WAIVER OF PUNITIVE DAMAGES. The parties hereby waive to the fullest extent permitted by law any right to or claim of any punitive, exemplary, or multiple damages against the other.

13.15 ATTORNEYS' FEES. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit; the term "prevailing party" means a party that is awarded actual relief in the form of damages, declaratory relief, or injunctive relief, as well as a party that successfully defends a legal action commenced against it.

13.16 RELIANCE ON OWN JUDGMENT. **EACH OF THE PARTIES AGREES THAT IT HAS CAREFULLY REVIEWED THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, SOUGHT AND OBTAINED INDEPENDENT LEGAL ADVICE FROM COUNSEL OF ITS OWN CHOOSING WITH RESPECT TO THE NEGOTIATION AND PREPARATION OF THIS AGREEMENT, AND HAS RELIED WHOLLY UPON ITS OWN JUDGMENT AND KNOWLEDGE (AND THE ADVICE OF ITS ATTORNEYS) IN ELECTING TO EXECUTE THIS AGREEMENT. EACH OF THE PARTIES ALSO ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY**

**REPRESENTATION BY ANY OTHER PARTY WITH RESPECT TO THE FACTS UNDERLYING THE CLAIM OR THE SUBJECT MATTER OR EFFECT OF THIS AGREEMENT.**

14. MEDIATION. If a dispute arises out of or relates to this Agreement and it cannot be settled through negotiation, the Parties agree to mediate their dispute prior to trial. Mediation shall occur in the county in which Franchisor maintains its principal business headquarters at the time of mediation.

15. OTHER FRANCHISEES/AREA DEVELOPERS. You acknowledge that other Urban Air Adventure Park franchisees/area developers have or will be granted franchises or development rights at different times and in different situations, and further acknowledge that the provisions of such agreements may vary substantially from those contained in this Agreement; provided, however, that the foregoing acknowledgment shall not be construed as an Agreement by the Developer to the granting of development rights that conflict with the exclusive rights granted to the Developer hereunder.

16. DEFINITIONS.

16.1 "Affiliate" means any entity that is wholly or partly owned by another entity, that shares common ownership with another entity, or that has an ownership interest in another entity.

16.2 "Business Entity" means a corporation, limited liability company, limited partnership, or other entity created pursuant to statutory authority.

16.3 "Competitive Business" means any business or enterprise that engages in or grants franchises or licenses for the operation of an indoor or outdoor entertainment center, that hosts birthday parties, or that offers any of the following attractions, whether individually, piecemeal, or collectively: trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zone, ropes courses, zip lines, Sky Rider® or similar attraction, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirley ball, mini golf, laser tag, trampoline volleyball, spin zone, or related activities.

16.4 "Confidential Information" means all information, knowledge, elements, trade secrets, and know-how utilized or embraced by the System, or which otherwise concerns Franchisor's systems of operation, programs, services, products, customers, practices, materials, books, records, financial information, manuals, computer files, databases, or software; including, but not limited to: the Standards and all elements of the System and all products, services, equipment, technologies, policies, standards, requirements, criteria, and procedures which now or in the future are a part of the System; all information contained in the Manual, including supplements to the Manual; Franchisor's standards and specifications for product preparation, packaging, and service; all specifications, sources of supply, all procedures, systems, techniques and activities employed by Franchisor or by you in the offer and sale of products and/or services at or from your Franchised Business; all pricing paradigms established by Franchisor or by you; all of Franchisor's and/or your sources, or prospective sources, of supply and all information pertaining to same, including wholesale pricing structures, the contents of sourcing agreements, and the identity of vendors and suppliers; Franchisor's specifications, and your final plans, for the construction, buildout, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of your Franchised Business; the identify of, and all information relating to, the computer and POS hardware and software utilized by Franchisor and you; all information and data pertaining to Franchisor's and/or your advertising, marketing, promotion, and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by your Franchised Business; all internet/web protocols, procedures, and content related to the System and your Franchised Business; Franchisor's training and other instructional programs and materials; all elements of Franchisor's recommended staffing, staff training, and staff certification policies and procedures; all communications between you and Franchisor, including the financial and other reports you are required to submit to Franchisor under this Agreement; additions to, deletions from, and modifications and variations of the components of the System and the other systems and methods of operations which Franchisor employs now or in the future; all other knowledge, trade secrets, or know-how concerning the methods of operation of your Franchised Business which may be communicated to you, or of which you

may be apprised, by virtue of operation under the terms of the Franchise Agreement; and all other information, knowledge, and know-how which either Franchisor or its affiliates, now or in the future, designate as "Confidential Information."

16.5 "Damages" shall mean the product of the Estimated Daily Royalty multiplied by 365.

16.6 "Franchise Agreement" means the form of agreement prescribed by Franchisor and used to grant to you or your Affiliate the right to own and operate a single Business, including all attachments, exhibits, riders, guarantees or other related instruments, all as amended from time to time.

16.7 "Gross Sales" means the dollar aggregate of: (.1) the sales price of all items, goods, wares and merchandise sold, and the charges for all services you perform, whether made for cash, on credit or otherwise, without reserve or deduction for inability or failure to collect, including sales and services (A) originating at the Franchised Business premises even if delivery or performance is made offsite from the Franchised Business premises, (B) placed by mail, facsimile, telephone, the internet and similar means if received or filled at or from the Franchised Business premises, and (C) that you in the normal and customary course of your operations would credit or attribute to the operation of the Franchised Business; and (.2) all monies, trade value or other things of value that you receive from Franchised Business operations at, in, or from the Franchised Business premises that are not expressly excluded from Gross Sales. Gross Sales does not include: (.1) the exchange of merchandise between Franchised Businesses (if you operate multiple franchises) if the exchanges are made solely for the convenient operation of your business and not for the purpose of depriving us of the benefit of a sale that otherwise would have been made at, in, on or from the Franchised Business premises; (.2) returns to shippers, vendors, or manufacturers; (.3) sales of fixtures or furniture after being used in the conduct of the Franchised Business; .(4) the sale of gift certificates and stored value cards (the redemption value will be included in Gross Sales at the time of redemption); (.5) insurance proceeds; (.6) sales to employees at a discount; (.7) cash or credit refunds for transactions included within Gross Sales (limited, however, to the selling price of merchandise returned by the purchaser and accepted by you); .8) the amount of any city, county, state or federal sales, luxury or excise tax on such sales that is both (A) added to the selling price or absorbed therein and (B) paid to the taxing authority. A purchase returned to the Franchised Business may not be deducted from Gross Sales unless the purchase was previously included in Gross Sales.

16.8 "Governmental Authority" shall be defined as the United States, any city, town, county, or state of the United States, and any agency, department, commission, board, bureau, utility district or instrumentality of any of them.

16.9 "Indicia" means the distinctive exterior and interior design, decor, color scheme, graphics, fixtures, and furnishings.

16.10 "Owner(s)" means you and your spouse if you are an individual, or each individual or entity holding a beneficial ownership in you and/or the Developer individual(s) or entity(ies) that enter into any Franchise Agreements pursuant to this Agreement if you are a Business Entity. It includes all officers, directors, and shareholders of a corporation, all managers and members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust. If any Owner is a Business Entity, then the term "Owner" also includes the Owners of that Business Entity.

16.11 "Proprietary Products" means Franchisor's proprietary products, merchandise, and offerings which incorporate our trade secrets and proprietary information.

16.12 "Standards" means the standards, specifications, policies, procedures, and techniques that Franchisor has developed relating to the location, establishment, operation, and promotion of Franchisor's Franchised Businesses, all of which may be changed by Franchisor in its sole discretion. The Standards include, among other things: required and recommended business practices; product preparation techniques; presentation standards; standards and specifications for Franchised Business design and appearance; customer service standards; sales techniques and procedures; and other management, operational, and accounting procedures.

16.13 "System" means Franchisor's proprietary business format and system, which includes the Indicia, Proprietary Products, and Standards.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the latter of the dates the Parties hereto executed this Agreement ("Effective Date").

**FRANCHISOR:**

UATP MANAGEMENT, LLC
a Texas Limited Liability Company

By:_____ _____
Michael O. Browning, Jr., its CEO Date

**EACH OF THE UNDERSIGNED PARTIES WARRANTS AND REPRESENTS THAT HE/SHE HASNOT RELIED UPON ANY GUARANTEES CONCERNING REVENUE, PROFIT OR THE SUCCESS OF THIS FRANCHISE IN SO SIGNING.**

**DEVELOPER:**

_____
a _____

By:_____ _____
_____, its _____ Date

## SCHEDULE A - RESERVED

## SCHEDULE B - DEVELOPMENT SCHEDULE[4]

| DATE BUSINESS MUST BE OPEN | CUMULATIVE TOTAL NUMBER OF BUSINESSES THAT YOU MUST HAVE OPEN AND IN OPERATION |
|---|---|
| ___ months after the Effective Date | |
| __ months after the Effective Date | |
| __ months after the Effective Date | |
| __ months after the Effective Date | |

[4] The number of Businesses subject of a Development Schedule will vary.

## SCHEDULE C - FRANCHISE FEE SCHEDULE[5]

| TOTAL NUMBER OF BUSINESSES OPEN | INITIAL FRANCHISE FEE |
|---|---|
| 1 | $50,000 |
| 2 | $47,500 |
| 3 | $45,000 |
| 4 | $42,500 |
| 5 | $40,000 |
| 6 | $37,500 |
| 7+ | $35,00 |

[5] Franchise Fee will be reduced by $2,500 for each successive Business you open but will not go below $35,000.

## SCHEDULE D – ROYALTY FEE SCHEDULE[6]

| TOTAL NUMBER OF BUSINESSES OPEN | ROYALTY APPLICABLE TO ALL BUSINESSES THEN OPEN AND OPERATING |
|---|---|
| 1 | 7.00% of Gross Sales |
| 2 | 6.75% of Gross Sales |
| 3 | 6.50% of Gross Sales |
| 4 | 6.25% of Gross Sales |
| 5 | 6.00% of Gross Sales |
| 6 | 5.75% of Gross Sales |
| 7 | 5.50% of Gross Sales |

[6] Royalty Fee will reduced by .25% with each successive Business you open but will not go below 5.5% of monthly Gross Sales.

## ILLINOIS AMENDMENT TO DEVELOPMENT AGREEMENT

The Urban Air Adventure Park Development Agreement between ("Developer" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Development Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Development Agreement ("Amendment"):

1. Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

2. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1-44, (collectively, the "Act"). To the extent that this Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. 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 Illinois Franchise Disclosure Act or any other law of Illinois is void.

b. Any release of claims or acknowledgments of fact contained in the Development Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act.

c. Section 4 of the Act provides that, if this Development Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims.

d. If this Development Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act, Illinois law governing claims arising under the Act will control.

e. If this Development Agreement requires a jury trial waiver, to the extent that such provision conflicts with the Illinois Franchise Disclosure Act, the Act will control.

f. Your rights upon termination and non-renewal of the Development Agreement are set forth in Sections 19 and 20 of the Act.

2. In the event of any conflict between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall prevail. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

| | |
|---|---|
| **FRANCHISOR:**<br>**UATP Management, LLC,**<br>a Texas limited liability company | **DEVELOPER:**<br>,<br>a |
| By: _____<br>Michael O. Browning, Jr., its CEO | By: _____<br>_____, its |
| Date: _____ | |

## MARYLAND AMENDMENT TO DEVELOPMENT AGREEMENT

The Urban Air Adventure Park Development Agreement between ("Developer" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Development Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Development Agreement ("Amendment"):

1. Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

2. Any provision requiring you to sign a general release of any and all claims against us shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Any provision requiring you to bring an action against us in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law. You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Section 14-226 of the Maryland Franchise Registration and Disclosure Law, prohibits us from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Any provisions which requires a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law, in order to purchase a franchise are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Notwithstanding anything to the contrary set forth in the Development Agreement, any general release the Developer is required to assent to is not intended to nor shall it act as a release, estoppel or waiver of any liability we may have incurred under the Maryland Franchise Registration and Disclosure Law.

6. Section 13.11 of the Development Agreement is amended by the addition of the following language to the original language that appears therein:

> "This Section 13.11 shall not in any way abrogate or reduce any of your rights as provided for in Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law, including the right to submit matters to the jurisdiction of the Courts of Maryland."

7. Notwithstanding anything to the contrary set forth in the Development Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

8. In the event of any conflict between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall prevail. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

| | |
|---|---|
| **FRANCHISOR:** | **DEVELOPER:** |
| **UATP Management, LLC,** | , |
| a Texas limited liability company | a |
| By: _____ | By: _____ |
| Michael O. Browning, Jr., its CEO | _____, its |
| Date: _____ | |

**MINNESOTA AMENDMENT**

**TO URBAN AIR ADVENTURE PARK DEVELOPMENT AGREEMENT**

The Urban Air Adventure Park Franchise Agreement between ("Franchisee" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Development Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Development Agreement ("Amendment"):

1. Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

2. Franchisor will undertake the defense of any claim of infringement by third parties involving the Urban Air Adventure Park mark, and Developer will cooperate with the defense in any reasonable manner required by Franchisor with any direct cost of such cooperation to be borne by Franchisor.

3. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Development Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the franchise agreement.

4. The Agreement is amended to provide that any claims arising under the Minnesota Franchise Act must be brought within three years after the date the cause of action accrues.

4. Section 13.12 (Waiver of Jury Trial) and Section 13.13 (Waiver of Punitive Damages) are hereby deleted.

5. No Section providing for a general release as a condition of renewal or transfer will act as a release or waiver of any liability incurred under the Minnesota Franchise Act; provided, that this part shall not bar the voluntary settlement of disputes.

6. In the event of any conflict between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall prevail. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C.01 to 80C.22 are met independently without reference to this addendum.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

| | |
|---|---|
| **FRANCHISOR:** | **DEVELOPER:** |
| **UATP Management, LLC,** | , |
| a Texas limited liability company | a |
| By: _____ | By: _____ |
| Michael O. Browning, Jr., its CEO | _____, its |
| Date: _____ | |

## WASHINGTON AMENDMENT TO AREA DEVELOPMENT AGREEMENT

The Urban Air Adventure Park Franchise Agreement between ("Franchisee" or "you") and UATP Management, LLC ("Franchisor" or "us") dated ("Development Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("Amendment"):

1. Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

2. The State of Washington has a statute, RCW 19.100.180 that may supersede the Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions that may supersede the Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

4. A release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, rights or remedies under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW such as a right to a jury trial may not be enforceable.

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

6. In the event of any conflict between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall prevail. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

| | |
|---|---|
| **FRANCHISOR:** | **DEVELOPER:** |
| **UATP Management, LLC,** | , |
| a Texas limited liability company | a |
| By: _____ | By: _____ |
| Michael O. Browning, Jr., its CEO | _____, its |
| Date: _____ | |

# EXHIBIT G
# URBAN AIR ADVENTURE PARK
# FRANCHISE DISCLOSURE DOCUMENT

## MANAGEMENT SERVICES AGREEMENT

# MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT SERVICES AGREEMENT ("Agreement") is entered into and effective as of the day of the last signature below, by and between **UATP MANAGEMENT, LLC**, 317 S. Jenkins, Suite C, Grapevine, Texas ("Manager"), and _____ ("Operator").

## RECITALS

A. WHEREAS, Manager maintains the exclusive license to use and sublicense the Marks, Trade Dress, Copyrights, and Trade Secrets associated with, or utilized for or regarding the family entertainment facility operated under the name URBAN AIR ADVENTURE PARK (collectively, the "UATP Properties");

B. WHEREAS, Operator desires to obtain a license from Manager to use the UATP Properties to operate a single URBAN AIR ADVENTURE PARK business at the Location, under the terms and conditions of this Agreement;

C. WHEREAS, Manager desires to grant Operator a license to use the UATP Properties to operate a single URBAN AIR ADVENTURE PARK business at the Location, under the terms and conditions of this Agreement;

D. WHEREAS, Manager has granted or will grant one or more Other Licensees a license to use the UATP Properties regarding the operation of other URBAN AIR ADVENTURE PARK businesses at other locations;

E. WHEREAS, Manager has entered or will enter into management services agreements with one or more Other Licensees for, among other things, centralizing certain operational aspects of the URBAN AIR ADVENTURE PARK family of businesses; and

F. WHEREAS, the Parties desire to enter into a management services agreement under which Manager will perform certain management services for Operator for achieving economies of scale, economies of scope, and other benefits of centralizing certain operational aspects of the URBAN AIR ADVENTURE PARK family of businesses.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Manager and Operator (each a "Party" and collectively the "Parties"), hereby agree as follows:

## ARTICLE 1 – DEFINITIONS

1.1 Definitions. The following words and phrases shall have the following meanings when used in this Agreement:

**Copyrights**: all works of authorship fixed in a tangible medium of expression designated by Manager to be utilized for or in connection with the operation of the indoor trampoline park business identified by the Marks, including, but not limited to, all operating or instruction manuals, the design and content of product packaging, the design elements of the Marks, the design elements and content of advertising and promotional materials, and the content of any websites or applications developed by or at the direction of Manager or its predecessors.

**Location**: _____

**Marks**: the word mark "URBAN AIR ADVENTURE PARK", and the design mark set forth in Exhibit A attached hereto and incorporated herein by reference, together with all other registered and unregistered slogans, graphic images, designs, trademarks, service marks, and symbols which

are now or in the future associated with or utilized for or in connection with the goods and services provides by the business operated under the name URBAN AIR ADVENTURE PARK.

**Other Licensees**: any business entity to which Manager has granted a license to use the UATP Properties regarding the operation of an URBAN AIR ADVENTURE PARK business at any location.

**Products**: Food, beverages, and merchandise, including, but not limited to, t-shirts, clothing, headbands, wristbands, socks, removable tattoos, and the like.

**Services**: Fitness classes, birthday parties, open jump on the trampolines, special events, dodgeball tournaments, teen night, middle school night, lock-ins, private events, fund raisers, and the like in strict compliance with the Standards.

**Standards**: the standards for operating an URBAN AIR ADVENTURE PARK as set forth in the Manager's operations manual(s) and other written directives.

**Trade Dress**: the interior and exterior designs, color schemes, décor, characteristics, graphics, fixtures, furnishings, and other visual appointments which individually and collectively comprise the visual appearance of the indoor trampoline park business identified by the Marks.

**Trade Secret**: any confidential or proprietary information, formulas, patterns, compilations, programs, devices, methods, techniques, or processes which are necessary for, beneficial to, and/or utilized for or regarding the operation of the indoor trampoline park business identified by the Marks, including but not limited to, market research, financial data, customer lists and information, business and service models, proprietary business systems, and know-how.

## ARTICLE 2 - MANAGEMENT SERVICES AND OPERATION OF BUSINESS

2.1 Management Services. Manager will provide, or cause to be provided, the day-to-day operations and management services specified below ("Management Services"):

2.1.1 Operation and Management. Manager will manage the administrative operations of the URBAN AIR ADVENTURE PARK business at the Location, including, but not limited to, creation and implementation of onsite policies, systems, and procedures, general bookkeeping (except preparation of annual tax returns, which shall remain the sole responsibility of Operator at Operator's cost and expense); management and ordering of supplies, merchandise, and perishable goods; management of all property leases; set up and management of bank accounts; cash management; management of customer service and service related issues; collections, refunds; negotiation of utility service and providers; negotiation and fulfillment of facility service contracts; management of facility maintenance; and negotiation with and fulfillment of vendor agreements. Except as otherwise specifically provided for herein, Operator will, upon request, reimburse Manager for Operator's proportionate share of the actual cost incurred by Manager for goods and services provided by third parties.

2.1.2 Employee Management. Manager will manage or cause to be managed by reputable third parties Operator's payroll services, human resource services, staffing, hiring and termination of employees, maintenance of all employment records, scheduling, and training for the URBAN AIR ADVENTURE PARK business at the Location. Operator will, upon request, reimburse Manager for Operator's proportionate share (as determined by the total number of Other Licensees and employees employed by each Operator) of the actual cost incurred by Manager for services provided by third parties; provided, however, that Operator shall remain solely and directly responsible for payment of all payroll, payroll taxes, and payroll expenses for its employees at the Location. Manager, as Operator's agent, may hire employees on behalf of Operator (which

employees shall at all times be employees of Operator and not Manager), but Manager may not authorize an hourly wage in excess of $18.00 or an annual salary of more than $35,000.00, without first receiving approval of the Requisite Majority of the Operator. Notwithstanding the foregoing, Manager shall hire on behalf of Operator a general manager to manage the Location at an annual salary not to exceed $55,000 (any salary in excess of $55,000 annually must be approved in writing by Operator).

2.1.3 Marketing and Public Relations. Manager will manage all marketing, advertising, and public relations matters for the URBAN AIR ADVENTURE PARK business at the Location, including, but not limited to, obtaining creative development services; preparing or procuring market studies such as customer surveys, focus groups, mystery shops, and customer interviews; providing or obtaining marketing services such as developing, producing, distributing, and placing advertising through signage, television, radio, print, internet web sites, and other similar media; developing product packaging; developing, updating, and hosting one or more websites; obtaining endorsements; preparing and conducting sweepstakes, contests, and other prize promotions; making charitable donations; and providing and procuring public relations services and conducting public relations activities. Operator will, upon request, reimburse Manager for Operator's proportionate share (as determined by the total number of Other Licensees) of the actual cost incurred by Manager for goods and services provided by third parties with respect to the marketing and public relations.

2.1.4 Risk Management. Manager will manage or cause to be managed by reputable third parties all training and retraining of Operator's employees, creation and review of Operator's safety logs, all injuries to patrons of the URBAN AIR ADVENTURE PARK business at the Location, obtaining and renewing insurance required by Operator; filing and managing claims filed with Operator's insurance carriers (however, the cost of the insurance policies and any deductible shall be paid by Operator); filing and maintaining all corporate records, including those records filed with the Texas Secretary of State and Texas Comptroller; maintaining all records of the Operator; and preparing, maintaining, and updating a waiver of liability to be executed by all patrons of the URBAN AIR ADVENTURE PARK business at the Location.

2.1.5 Construction and Build-Out. Operator shall provide Manager the warranties and the contact information for contractor and subcontractors who construct the finish out of the Location. Manager shall manage the interior of the Location with third parties or using Operator's employees to maintain the interior, both at Operator's cost. Operator shall manage the exterior of the Location at Operator's sole cost and expense.

2.2 Reporting. On or before the 15th day of each month of the Term, Manager will provide Operator and its owners with a monthly summary financial report for the Location, including a summary balance sheet and a summary profit-loss statement for the preceding calendar month. Upon written request from Operator or any of its owners, Manager will provide Operator and its owners with detailed financial statements for the Location.

2.3 Payment of Costs and Expenses. Operator shall at all times remain responsible for payment of, or reimbursing Manager for, the costs and expenses associated with operating the URBAN AIR ADVENTURE PARK business at the Location, including, without limitation, inventory costs; payroll expenses for Operator's employees; telephone, cable, utilities, insurance, software license fees, and other similar recurring expenses; and fees due Manager under this Agreement, subject to the limitations of Section 2.6.

2.4 Employees. Operator will provide, employ, and maintain accountability and responsibility for, such employees as may be necessary to operate the URBAN AIR ADVENTURE PARK business at the Location. By providing the Employee Management services described in Section 2.1 of this Agreement,

Manager and its agents, employees, representatives, and designees will operate as and have the status of an independent contractor; nothing in this Agreement shall be construed or interpreted as creating an employment relationship, whether direct or implied, between Manager or its respective employees, representatives, and designees, and Operator or its respective employees, representatives, and designees. In no event shall Manager's employees be converted to or otherwise treated as Operator's employees.

2.5 Agency. To facilitate the performance of the Management Services, Operator hereby appoints Manager as its agent-in-fact and hereby authorizes Manager to act on its behalf to the extent necessary to carry out and perform the Management Services.

2.6 Reimbursement Limitations. In the event Manager utilizes a third party in furtherance of or connection with any of the Management Services outlined in this Agreement, Manager may, upon request, seek reimbursement from Operator of its proportionate share (as determined by the total number of Other Licensees and employees employed by each Operator) of the actual cost incurred by Manager for services provided by said third parties.

## ARTICLE 3 – FEE

As compensation for the Management Services, Operator will pay Manager a monthly fee in the amount of $10,000.00 each month this Agreement is in effect. Each Management Fee shall be due and payable in advance on the first (1st) day of each calendar month of the Term. In the event the Grand Opening Date does not fall on the first of the month the monthly fee will be prorate. The monthly fee may be increased only by written approval and consent of Operator's Requisite Majority.

## ARTICLE 4 - TERM AND TERMINATION

4.1 Term. This Agreement will commence on the Effective Date and will, unless terminated as set forth in this Article 4, continue for a period of five years at which point, the term of this Agreement will be on a month-to-month basis ("Term").

4.2 Termination without Cause. Either Party shall have the right to terminate this Agreement upon six (6) months prior written notice to the other Party. Notwithstanding anything in this Article 4, this Agreement shall be terminated immediately IF the Operator ceases to operate as a trampoline park at the Location for whatever reason.

4.3 Termination for Breach. Either Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Party to whom such notice is given breaches any provision of this Agreement. The Party claiming the right to terminate shall set forth in the notice the facts underlying its claim that the other Party is in breach of this Agreement. Remedy of such breach within thirty (30) days of the receipt of such notice shall revive the Agreement, subject to any other rights of termination contained in this Section 4.3 or in any other provision of this Agreement.

## ARTICLE 5 - REPRESENTATIONS AND INDEMNIFICATION

5.1 Representations. Operator further represents and warrants that each of its owners has been provided a copy of this Agreement prior to its execution, and that each of its owners has agreed to be bound by those obligations specifically directed towards them. Manager further represents and warrants that it owns the UATP Properties and this it is not aware of any claims or assertions that use of the UATP Properties violates the intellectual property rights of any third party.

**5.2 Indemnification. MANAGER ASSUMES NO LIABILITY TO OPERATOR OR ANY THIRD PARTIES WITH RESPECT TO THE OPERATION OF THE URBAN AIR TRAMPOLINE & ADVENTURE PARK BUSINESS AT THE LOCATION, OR THE FITNESS OF THE PRODUCTS SOLD, PROVIDED, OR DISTRIBUTED BY OPERATOR. OPERATOR**

**SHALL INDEMNIFY AND HOLD HARMLESS MANAGER AND EACH OF ITS RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, PROCEEDINGS, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF EVERY NATURE, INCLUDING ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF OPERATOR'S OPERATION OF A BUSINESS AT THE LOCATION, INCLUDING, BUT NOT LIMITED TO, THE MAKING, SALE, OR DISTRIBUTION OF PRODUCTS OR THE RENDERING OF SERVICES, EXCEPT IN CASES OF GROSS NEGLIGENCE OR CRIMINAL ACTS BY OFFICERS OR EMPLOYEES OF THE MANAGER. MANAGER SHALL INDEMNIFY AND HOLD HARMLESS OPERATOR, OF AND FROM ANY LIABILITY OR CLAIM BASED UPON CLAIMS THAT OPERATOR'S USE OF THE UATP PROPERTIES AT THE LOCATION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT VIOLATES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

**5.3 Limitation of Liability. NEITHER OPERATOR NOR MANAGER SHALL BE LIABLE FOR ANY (.1) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER, INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF REVENUE OR PROFITS, EVEN IF MANAGER AND/OR OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (.2) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST MANAGER MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.**

## ARTICLE 6 - GENERAL PROVISIONS

6.1 Status of Parties. The Parties acknowledge that they are independent contractors and not joint venturers, partners, or employees of each other by virtue of this Agreement. As independent contractors, each shall be responsible to the other for its own acts or omissions in connection with its duties and services under this Agreement that result in damage or injury to persons or property. Neither has control over the manner or method by which the other meets its obligations under this Agreement. Neither will withhold for the other any sums for income tax, Social Security, unemployment insurance, or any other employee withholding nor will either Party offer the other any employee benefits.

6.2 Notices. Any notices contemplated or required under this Agreement shall be deemed effectively given when personally delivered or when received through certified mail posted to the addresses first listed above, unless other addresses have been designated by written notice in the manner prescribed by this Section 6.2.

6.3 Venue. Any litigation arising out of or related to this Agreement, the offer and sale of the URBAN AIR franchise opportunity, or any other dispute between the parties shall be brought and maintained exclusively in a federal or state court serving the judicial district in which Manager's principal headquarters are located at the time litigation is commenced. Operator hereby irrevocably submits to the exclusive jurisdiction of such courts and specifically waives any objection it may have to either the jurisdiction or exclusive venue of such courts.

6.4 Waiver. No delay or omission by either Party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

6.5 Enforcement. If either Party is forced to employ legal counsel or to incur any other expenses to enforce any provision of this Agreement, then the prevailing Party (being defined as a Party that is awarded actual relief in the form of damages, declaratory relief, or injunctive relief, as well as a Party

that successfully defends a legal action commenced against it) will be entitled to recover from the non-prevailing Party its all of its costs and expenses, including attorneys' fees, incurred in enforcing this Agreement or in defending against such a claim, demand, action, or proceeding.

6.6 Force Majeure. Neither Party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, disasters, strikes, or any similar cause beyond the control of either Party.

6.7 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall continue to remain valid and enforceable as though the invalid or unenforceable provision had not been included. If any provision is held invalid or unenforceable, then a suitable and equitable provision shall be substituted for the invalid provision so as to carry out so far as possible the intent and purpose of the invalid or unenforceable provision. The Parties intend that if any provision of this Agreement is susceptible to more than one construction, only one of which would render the provision valid and enforceable, then the provision shall be given the meaning that renders it valid and enforceable.

6.8 Third Party Beneficiaries. There are no third parties intended to be beneficiaries of any obligation or right assumed by Manager or Operator under this Agreement.

6.9 Assignment. The Parties' respective rights and obligations of this Agreement may not be assigned or delegated without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment or assignment in violation of this Section 6.9 will not release the assignor from any liability to the other Party or a third party that arises from the assignee's performance under this Agreement.

6.10 Execution and Amendments. This terms and conditions of this Agreement may be amended, modified, discharged, or waived only by a document signed by the Party against which the amendment, modification, discharge, or waiver is sought to be enforced.

6.11 Entire Agreement. This Agreement, including any exhibits, schedules, and other documents specifically incorporated into this Agreement by reference, collectively constitute the entire agreement between the Parties, and supersedes any previous contracts between the Parties, regarding the subject matter of this Agreement. The Parties acknowledge that any statements or documents not specifically referenced and made a part of this Agreement shall not have any effectiveness.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the undersigned have duly executed this LICENSE AND MANAGEMENT SERVICES AGREEMENT to be effective on the date set forth above.

**MANAGER:**

UATP MANAGEMENT, LLC.

By: _____
Michael O. Browning, Jr., its Manager

**OPERATOR:**

By: _____

**ACKNOWLEDGMENT OF OPERATOR'S OWNERS:**

_____

_____

_____

_____

_____

EXHIBIT A

The designs, branding, logos, trademarks and advertising used by UATP as at the date of this agreement, including, but not limited to, the following:

URBAN AIR
ADVENTURE PARK

URBAN AIR
CORPORATE HEADQUARTERS

GET UP. GET FLY.

URBAN AIR

URBAN AIR ADVENTURE PARK (USPTO Serial # 87207115)

GET UP, GET FLY (USPTO Registration # 4799297

SKY RIDER (USPTO Serial # 87348335)

ADVENTURE HUB (USPTO Serial # 87348394)

URBIE

Including all derivatives of the foregoing, including all designs, branding, logos, trademarks and advertising used by UATP and UATP Management, LLC online, on Facebook, or at www.urbanairtrampolinepark.com

**EXHIBIT H**
**URBAN AIR ADVENTURE PARK**
**FRANCHISE DISCLOSURE DOCUMENT**

# FRANCHISE DISCLOSURE QUESTIONNAIRE

## FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, UATP MANAGEMENT, LLC ("we" or "us") and you are preparing to enter into a Franchise Agreement for the operation of an URBAN AIR ADVENTURE PARK franchise. The purpose of this Questionnaire id to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the disclosure document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

Yes ____ No ____ 1. Have you received and personally reviewed the URBAN AIR ADVENTURE PARK Franchise Agreement and each exhibit or schedule attached to it?

Yes ____ No ____ 2. Have you received and personally reviewed the URBAN AIR ADVENTURE PARK disclosure document we provided?

Yes ____ No ____ 3. Did you sign a receipt for the URBAN AIR ADVENTURE PARK disclosure document indicating the date you received it?

Yes ____ No ____ 4. Do you understand all the information contained in the URBAN AIR ADVENTURE PARK disclosure document and Franchise Agreement?

Yes ____ No ____ 5. A) Have you reviewed the URBAN AIR ADVENTURE PARK disclosure document and URBAN AIR ADVENTURE PARK Franchise Agreement with a lawyer, accountant or other professional advisor?

Yes ____ No ____ B) Have you discussed the benefits and risks of operating an URBAN AIR ADVENTURE PARK franchise with your professional advisor?

Yes ____ No ____ C) Did you discuss the benefits and risks of operating an URBAN AIR ADVENTURE PARK franchise with an existing URBAN AIR ADVENTURE PARK franchisee?

Yes ____ No ____ 6. Do you understand the risks of operating an URBAN AIR ADVENTURE PARK franchise?

Yes ____ No ____ 7. Do you understand the success or failure of your URBAN AIR ADVENTURE PARK franchise will depend in large part upon your skills, abilities and efforts and those of the person you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes ____ No ____ 8. Do you understand we are not obligated to provide assistance to you in finding and securing a location for your URBAN AIR ADVENTURE PARK Franchised Business?

Yes ____ No ____ 9. A) Do you understand all disputes or claims you may have arising out of or relating to the URBAN AIR ADVENTURE PARK Franchise Agreement must be brought in the judicial district in which our principal place of business is located, if not resolved informally?

Yes ____ No ____ B) Do you understand the URBAN AIR ADVENTURE PARK Franchise Agreement provides you can only collect compensatory damages on any claim under or relating to the URBAN AIR ADVENTURE PARK Franchise Agreement, and not any punitive, exemplary or multiple damages)?

Yes ____ No ____ 10. Do you understand that your Designated Manager must successfully complete our initial training program?

Yes ____ No ____ 11. Do you understand we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?

Yes ____ No ____ 12. A) Do you understand that the U.S. Government has enacted anti-terrorist legislation that prevents us from carrying on business with any suspected terrorist or anyone associated directly or indirectly with terrorist activities?

Yes ____ No ____ B) Is it true that you have never been a suspected terrorist or associated directly or indirectly with terrorist activities?

Yes ____ No ____ C) Do you understand that we will not approve your purchase of an URBAN AIR ADVENTURE PARK franchise if you are a suspected terrorist or associated directly or indirectly with terrorist activity?

Yes ____ No ____ D) Is it true that you are not purchasing an URBAN AIR ADVENTURE PARK franchise with the intent or purpose of violating any anti-terrorism law, or for obtaining money to be contributed to a terrorist organization?

Yes ____ No ____ 13. Is it true no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating an URBAN AIR ADVENTURE PARK franchise that is not contained in the URBAN AIR ADVENTURE PARK disclosure document or that is contrary to, or different from, the information contained in the URBAN AIR ADVENTURE PARK disclosure document?

Yes ____ No ____ 14. Is it true no employee or other person speaking on our behalf made 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 an URBAN AIR ADVENTURE PARK franchise will generate, that is not contained in the URBAN AIR ADVENTURE PARK disclosure document or that is contrary to, or different from, the information contained in the URBAN AIR ADVENTURE PARK disclosure document?

Yes ____ No ____ 15. Is it true no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in the URBAN AIR ADVENTURE PARK Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the URBAN AIR ADVENTURE PARK disclosure document?

Yes ____ No ____ 16. Do you understand that the URBAN AIR ADVENTURE PARK Franchise Agreement contains the entire agreement between us and you concerning the offer of the URBAN AIR ADVENTURE PARK franchise opportunity, meaning any prior oral or written statements not reflected in the URBAN AIR ADVENTURE PARK Franchise Agreement will not be binding and that nothing in the agreement or in any related agreement is intended to disclaim the representations we made in the URBAN AIR ADVENTURE PARK disclosure document?

For Maryland Residents Only: Such representations are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Print Name

Signature Date

If signing on behalf of a corporation or other entity, please complete the following:

Name of Entity Title

**EXHIBIT I**
**URBAN AIR ADVENTURE PARK**
**FRANCHISE DISCLOSURE DOCUMENT**

**SAMPLE FORM OF THE GENERAL RELEASE**

**GENERAL RELEASE (this "Release Agreement")**

The undersigned ("Releasor") and my heirs, administrators, executors, ancestors, and assigns, (collectively "Releasor Agent(s)"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby remise, release, and forever discharge UATP Management, LLC, a Texas limited liability company ("UATP"), with its principal business offices located at 317 Jenkins, Suite C, Grapevine, Texas 76051 and its parent company, Affiliates, and their respective owners, officers, directors, regional directors, managers, shareholders, members, employees, agents, successors and assigns, (collectively, the "UATP Released Parties") from any and all claims, whether at law or in equity, and all contracts, controversies, claims, and demands whatsoever, at law or in equity, that Releasor and/or any Releasor Agent ever had, now have, or that any of their respective heirs, administrators, ancestors, executors, and/or assigns may have against the UATP Released Parties including, without limitation, (i) any and all claims arising out of or related to that certain Franchise Agreement between UATP and _____ dated _____, _____, (ii) the offer and sale of the URBAN AIR ADVENTURE PARK franchise opportunity, (iii) any and all claims arising under federal, state, and local laws, rules, and ordinances.

[If Releasor is domiciled or has his or her principal place of business in the State of California]

**WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE.**

_____ ("Releasor") for myself and on behalf of all persons acting by or through me, acknowledge that I am familiar with Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

With respect to those claims being released, I acknowledge, for myself and on behalf of all persons acting by or through me, which I am releasing unknown claims and waive all rights I have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. For purposes of this paragraph, I shall be considered to be creditors of UATP Released Parties, and each of them.

I acknowledge that this general release extends to claims which I do not know or suspect to exist in my favor at the time of executing this Release Agreement, which if were known to me may have materially affected my decision to enter into this Release Agreement. I understand that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. I expressly assume the risk of the facts turning out to be so different and agree that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

**IN WITNESS WHEREOF**, the parties hereto have executed this Release Agreement as of the date set forth below.

Signature:_____

Name:_____

Date:_____

[This Release Agreement will be modified as necessary for consistency with any state law regulating franchising.]

**EXHIBIT J**
**FRANCHISE DISCLOSURE DOCUMENT**

**SAMPLE FORM OF THE PROMISSORY NOTE AND SECURITY AGREEMENT**

# PROMISSORY NOTE AND SECURITY AGREEMENT

| | |
|---|---|
| Date: | _____ |
| Borrower: | _____ |
| Borrower's Mailing Address: | |
| Lender: | **UATP Management, LLC**, a Texas limited liability company |
| Place of Payment: | 317 S. Jenkins Street, Grapevine, Texas 76051 |
| Principal Amount: | $_____ |
| Annual Interest Rate: | % |
| Maturity Date: | |
| Annual Interest Rate on Matured, Unpaid Amounts: | The lesser of (i) 18% per annum or (ii) the Maximum Lawful Rate. |
| Loan Documents: | This Note and any other documents evidencing, securing and relating to the Principal Amount related hereto. |

For value received, Borrower promises to pay to the order of Lender according to the terms of this Promissory Note ("Note") at the Place of Payment, or at such other address as Lender shall from time to time specify in writing, the Principal Amount, in legal and lawful money of the United States of America, as set forth below.

1. TERMS OF PAYMENT. The Principal Amount and interest are due and payable in equal monthly installments of , on the first day of each month, beginning on the first day of the first calendar month that occurs thirty (30) days after the certificate of occupancy is issued for the Franchised Business located at the Approved Location (as defined in the Franchise Agreement) (the "First Payment Date") and continuing on the first day of each succeeding month until the unpaid principal and accrued, unpaid interest have been paid in full. Interest shall begin to accrue on the outstanding principal on the date that is thirty (30) days prior to the First Payment Date. The unpaid principal sum and all interest accrued thereon shall be due and payable in full on the Maturity Date. All payments under this Note made to Lender shall be made to Lender at such place as the Lender may from time to time designate in writing, in lawful money of the United States of America which shall be legal tender in payment of all debts at the time of payment. The indebtedness evidenced by this Note is not a revolving credit, and principal borrowed hereunder and repaid may not be reborrowed.

2. SECURITY AGREEMENT.

2.1. GRANT OF SECURITY INTEREST. As collateral and security for the payment and performance of the Note and any and all other liabilities of Borrower to Lender, direct or contingent, of any nature whatsoever, including both purchase money and non-purchase money transactions (and specifically including the Loan), Borrower hereby grants to Lender a continuing security interest in the following "Collateral" (i) all personal property and equipment (ii) all other personal property and equipment of Borrower hereafter acquired, (iii) all rights of Borrower to the payment of money, including without limitation, insurance proceeds and payments of money received from the sale, transfer or assignment of

Borrower's interest in the Collateral identified herein; (iv) all goods, instruments, documents, policies and certificates of insurance, cash or other property of Borrower, (v) all files, records, books, ledger cards (including without limitation, computer programs, tapes and related electronic data processing software) and writings of Borrower or in which it has an interest in any way relating to the foregoing property, and (vi) all additions, substitutions, replacements, accessions, proceeds and products of all of the foregoing, wherever located and whether such property is now owned or existing or is owned, acquired, or arises hereafter, including without limitation, acquisition by contract or by operation of law (all terms used in this Article 2 which are defined in Article 9 of the Texas Uniform Commercial Code ("UCC") shall have the meanings given to such terms in the UCC), including without limitation, the foregoing described property. Borrower's grant of security interest in and to the Collateral is intended to secure the Principal loaned in accordance with this Note.

2.2. POWER OF ATTORNEY. Borrower hereby designates and appoints Lender and each of Lender's designees or agents as attorney-in-fact of Borrower, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuance of an Event of Default: (i) commence and prosecute any actions in any court for the purposes of collecting or realizing upon any Collateral and enforcing any other rights in respect thereof, (ii) defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as Lender may deem appropriate, (iii) receive, open and dispose of mail addressed to Borrower and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to any Collateral on behalf of and in the name of Borrower, or securing, or relating to the Collateral, (iv) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though Lender were the absolute owner thereof for all purposes, (v) adjust and settle claims under any insurance policy related thereto, and (vi) enter on the premises of Borrower in order to exercise any of its rights and remedies.

2.3. NO DUTY OF LENDER. Lender shall have no duty as to the collection or protection of the Collateral nor as to the preservation of any rights pertaining thereto. Borrower hereby releases Lender from any claims, causes of action and demands at any time arising out of the Collateral and its use and/or any actions taken by Lender with respect thereto, and Borrower hereby agrees to indemnify Lender and to hold Lender harmless from any and all such claims, causes of action and demands.

2.4. PERFECTION AND PROTECTION OF LIENS. Borrower hereby irrevocably authorizes Lender to file (and will upon Lender's request execute and deliver to Lender) any financing statements, continuation statements, extension agreements and other documents, properly completed and executed (and acknowledged when required) by Borrower in form and substance satisfactory to Lender, for the purpose of perfecting, confirming, or protecting Lender's rights in the Collateral.

2.5. NOTICE OF ASSIGNMENT. All instruments, documents and other agreements entered into by Borrower and constituting Collateral shall contain (by way of stamp or other means satisfactory to Lender) the following language: "COLLATERALLY ASSIGNED TO UATP MANAGEMENT, LLC".

3. PREPAYMENT. Borrower may prepay this Note in any amount at any time before the Maturity Date without penalty or premium. Regardless of whether an Event of Default exists, all payments hereunder, whether designated as payments of principal or interest, shall be applied, in the following order, to unpaid and accrued interest, to the discharge of any expenses or damages for which the Lender may be entitled to receive reimbursement hereunder, or to unpaid principal. Notwithstanding anything expressed or implied in this Note to the contrary, all past due principal and interest on this Note, whether due as the result of acceleration of maturity or otherwise, shall bear interest from the date the payment thereof shall have become due until the same have been fully discharged by payment at the Annual Interest Rate on Matured, Unpaid Amounts.

4. NO USURY INTENDED. The parties hereto intend to conform strictly to applicable usury laws. All agreements between Borrower and Lender, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment or acceleration of the maturity of this Note, shall the interest contracted for, charged, received, paid or agreed to be paid to Lender (including any other compensation, however denominated, held or deemed to be interest) exceed the maximum amount permitted under applicable federal and Texas law ("Maximum Lawful Rate"). If, from any circumstance whatsoever, interest would otherwise be payable to Lender in excess of the Maximum Lawful Rate, the interest and any such other compensation payable or paid to Lender shall be reduced to the Maximum Lawful Rate; and if from any circumstance Lender shall ever receive interest or anything of value deemed interest by applicable law in excess of the Maximum Lawful Rate, an amount equal to any such excessive interest shall be applied to the reduction of the principal of this Note and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of this Note, such excess shall be refunded to Borrower. All interest (including any other compensation, however denominated, held or deemed to be interest) paid or agreed to be paid to Lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread in equal parts during the period of the full stated term of this Note so that the interest on this Note for such full stated term shall not exceed the Maximum Lawful Rate; and in the event this Note is paid in full by Borrower prior to the end of the full stated term of this Note and the interest (including any other compensation, however denominated or held or deemed to be interest) received for the actual period of the existence of this Note exceeds the Maximum Lawful Rate, Lender shall refund to Borrower the amount of the excess or shall credit the amount of the excess against amounts owing under this Note.

5. DEFAULT. Upon the occurrence of any of the following events (each an "Event of Default"), the holder of this Note may, at its option, without further notice or demand, (i) declare the outstanding principal balance of and accrued but unpaid interest on this Note at once due and payable, (ii) foreclose all liens securing payment hereof, (iii) pursue any and all other rights, remedies and recourses available to the holder hereof, or (iv) pursue any combination of the foregoing; and in the event default is made in the prompt payment of this Note when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through probate, bankruptcy or other judicial proceedings, then the Borrower agrees and promises to pay all costs of collection, including reasonable attorneys' fees. Each of the following is an Event of Default: (i) default by Borrower in the punctual payment of this Note or any part hereof, principal or interest, as the same shall become due and payable and the continuation of such default for ten (10) days after receipt by Borrower of written notice and demand for such payment, (ii) termination of that certain Franchise Agreement between Borrower and Lender, or (iii) sale or transfer of all or substantially all of the assets of that certain URBAN AIR Adventure Park operated being developed under the Franchise Agreement.

6. MISCELLANEOUS.

6.1 If any provision of this Note conflicts with the Franchise Disclosure Document of the same transaction between Lender and Borrower, the provisions of this Note will govern to the extent of the conflict. This Note only may be modified by written agreement signed by both parties to this agreement. This Note may not be modified, terminated, or discharged orally.

6.2 Any check, draft, money order or other instrument given in payment of all or any portion hereof may be accepted by Lender and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the holder hereof except to the extent that actual cash proceeds of such instrument are unconditionally received by the holder and applied to this indebtedness in the manner elsewhere herein provided.

6.3 TIME IS OF THE ESSENCE IN THE PERFORMANCE AND PAYMENT OF THIS NOTE

6.4 The remedies of Lender as provided herein shall be cumulative and concurrent and may be pursued singly, successively, or together, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall arise. No action, omission, or commission by Lender, including specifically, the failure to exercise any right, remedy, or recourse, shall be deemed a waiver or release of the same. A waiver or release shall exist and be effective only as set forth in a written document executed by Lender, and then only to the extent specifically recited therein. A waiver or a release with reference to any one event shall not be construed as continuing, or as a bar to, or as a waiver or release of, any subsequent right, remedy, or recourse as to any subsequent event.

7. WAIVER. **BORROWER AND GUARANTOR OF THIS NOTE SEVERALLY AND EXPRESSLY (I) WAIVE AND RELINQUISH PRESENTMENT FOR PAYMENT, DEMAND, NOTICE OF NONPAYMENT OR NONPERFORMANCE, PROTEST, NOTICE OF PROTEST, NOTICE OF INTENT TO ACCELERATE, NOTICE OF ACCELERATION, GRACE, DILIGENCE IN COLLECTING THIS NOTE OR ENFORCING ANY SECURITY THEREFORE, OR ANY OTHER NOTICES OR ANY OTHER ACTION, AND (II) CONSENT TO ALL RENEWALS, EXTENSIONS, REARRANGEMENTS AND MODIFICATIONS WHICH FROM TIME TO TIME MAY BE GRANTED BY LENDER WITHOUT NOTICE AND TO ALL PARTIAL PAYMENTS HEREON, WHETHER BEFORE OR AFTER MATURITY, WITHOUT PREJUDICE TO LENDER. LENDER SHALL SIMILARLY HAVE THE RIGHT TO DEAL IN ANY WAY, AT ANY TIME, WITH ONE OR MORE OF THE FOREGOING PARTIES WITHOUT NOTICE TO ANY OTHER PARTY, AND TO GRANT ANY SUCH PARTY ANY EXTENSIONS OF TIME FOR PAYMENT OF ANY OF SAID INDEBTEDNESS, OR TO GRANT ANY OTHER INDULGENCES OR FORBEARANCES WHATSOEVER, WITHOUT NOTICE TO ANY OTHER PARTY AND WITHOUT IN ANY WAY AFFECTING THE PERSONAL LIABILITY OF ANY PARTY HEREUNDER.**

8. GOVERNING LAW AND VENUE. **THIS NOTE IS EXECUTED AND DELIVERED IN CONNECTION WITH A LENDING TRANSACTION NEGOTIATED AND CONSUMMATED IN TARRANT COUNTY, TEXAS, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ANY LITIGATION ARISING OUT OF OR RELATED TO THIS NOTE OR ANY OTHER DISPUTE BETWEEN THE PARTIES SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN A FEDERAL OR STATE COURT SERVING THE JUDICIAL DISTRICT IN WHICH LENDER'S PRINCIPAL HEADQUARTERS ARE LOCATED AT THE TIME LITIGATION IS COMMENCED. BORROWER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND SPECIFICALLY WAIVES ANY OBJECTION BORROWER MAY HAVE TO EITHER THE JURISDICTION OR EXCLUSIVE VENUE OF SUCH COURTS.**

9. WAIVER OF JURY TRIAL. **BORROWER AND LENDER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS NOTE, OR ANY CONDUCT, ACT OR OMISSION OF LENDER OR BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR BORROWER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.**

10. NOTICES. Any notice or demand required hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to

Borrower or Lender, as the case may be, at the address set out hereinbelow, or at such other address as such party may hereafter deliver in accordance herewith.

**LENDER:**

UATP Management, LLC
317 S. Jenkins Street
Grapevine, Texas 76051
ATTN: Michael O. Browning, Jr.

With a copy to:

UATP Management, LLC
317 S. Jenkins Street
Grapevine, Texas 76051
ATTN: Stephen Polozola

**BORROWER:**

[Name]
[Address]
ATTN: _____

Any other method of delivery or demand shall be effective only when actually received by the recipient thereof. If and when included within the term "Borrower" or "Lender" there is more than one person, all shall jointly arrange among themselves for their joint execution and delivery of a notice to the other specifying some person at some specific address for the receipt of all notices, demands, payments or other documents. All persons included within the terms "Borrower" or "Lender," respectively, shall be bound by notices, demands, payments and documents given in accordance with the provisions of this Article 10 to the same extent as if each had received such notice, demand, payment or document.

11. **SUCCESSORS AND ASSIGNS.** This Note and all the covenants, promises and agreements contained herein shall be binding upon and shall inure to the benefit of Borrower and Lender, and their respective successors and assigns.

12. **JOINT AND SEVERAL LIABILITY.** Should this Note be signed or endorsed by more than one person and/or entity, all of the obligations herein contained shall be considered the joint and several obligations of each maker and endorser hereof.

13. **TERMINATION.** This Note may not be terminated orally, but only by a discharge in writing signed by Lender at the time such discharge is sought.

**BORROWER:**

_____

By:_____ _____
, its Date

# FIRST AMENDMENT TO FRANCHISE AGREEMENT

**THIS FIRST AMENDMENT TO FRANCHISE AGREEMENT ("Amendment") is effective as of __ _____ ("Effective Date"), regardless of the actual date of signature, between UATP MANAGEMENT, LLC, a Texas limited liability company, with its principal office in Grapevine, Texas ("Franchisor"), and _____ ("Franchisee" or "you") and amends that certain Franchise Agreement executed pursuant thereto ("Franchise Agreement") between Franchisor and you. Franchisor and you are sometimes referred to individually as a "party" or collectively as the "parties."**

1. PRECEDENCE AND DEFINED TERMS. This Amendment is an integral part of, and is incorporated into, the Agreements. The parties agree to act in good faith to give full force and effect to the negotiated terms and conditions of this Amendment that are by their nature applicable to all of the Agreements (including any extension, renewal or amendment or restatement of one or more of the Agreements). Nevertheless, this Amendment supersedes any inconsistent or conflicting provisions of the Agreements. Terms not otherwise defined in this Amendment have the meanings as defined in the Agreements.

2. NEGOTIATED CHANGES. After negotiations, Franchisor and you have agreed to certain modifications to the Agreements, at your request and for your benefit. This Amendment contains the agreements between Franchisor and you based on those negotiations.

3. ROYALTY. Franchisor and you have executed a Promissory Note and Security Agreement ("Note") dated _____ and until such time as the Note has been paid in full, the Monthly Royalty Fee to be paid by you under the Franchise Agreement shall equal 8.5% of Gross Sales. Once the Note has been paid in full (but not earlier than 120 calendar days following the date the certificate of occupancy is issued for the Approved Location and the Franchised Business is open to the public), the Monthly Royalty Fee to be paid by you under the Franchise Agreement shall equal 7% of Gross Sales.

4. REMAINING TERMS UNAFFECTED. The remaining terms of the Franchise Agreement are unaffected by this Amendment and remain binding on the parties. This Amendment may only be modified in writing signed by all parties hereto.

5. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. PDF or facsimile signatures will have the same force and effect as original signatures.

The parties sign and deliver this Amendment to each other as shown below.

| **"FRANCHISOR":** | **"FRANCHISEE":** |
|---|---|
| UATP MANAGEMENT, LLC<br>a Texas limited liability company | _____ |
| By:_____<br>Michael O. Browning, Jr. its Manager | By:_____<br>, its |
| Date:_____ | Date:_____ |

# GUARANTY AGREEMENT

[DATE]

1. FOR VALUE RECEIVED, the undersigned, _____ (collectively, "Guarantor") hereby unconditionally, absolutely, jointly and severally, and irrevocably guarantee the prompt payment when due to UATP Management, LLC, a Texas limited liability company ("Lender"), its successors and assigns, of any and all indebtedness or other liability, fixed or contingent, which _____ _____ ("Borrower"), may now or at any time hereafter owe said Lender, including without limitation that certain indebtedness (including all interest or other charges accruing thereon or incurred thereunder) evidenced by that certain Promissory Note and Security Agreement dated of even date herewith ("Note"), in the stated principal amount of _____, bearing interest and payable as therein provided, executed by Borrower payable to the order of Lender and secured by, among other things, the security agreement set forth within the Note, executed by Borrower for the benefit of Lender.

2. It is expressly understood and acknowledged that the execution and delivery of this Guaranty is a condition precedent to Lender's obligation to make loans under the Note and is an integral part of the transactions contemplated thereby, and Lender would not extend credit under the Note but for Guarantor's execution and delivery of this Guaranty. Guarantor is a beneficial owner or affiliate of Borrower or otherwise will materially benefit from Lender's extension of the loan evidenced by the Note to Borrower. The value of the consideration received or to be received by Guarantor is reasonably worth at least as much as the liability and obligation of Guarantor hereunder, and such liability and obligation may reasonably be expected to benefit Guarantor directly and indirectly.

3. Guarantor expressly waives diligence on the part of Lender in the collection of any and all of said indebtedness, whether fixed or contingent, and waives presentment, protest, dishonor, notice of acceptance of this Guaranty Agreement ("Guaranty"), notice of non-performance, notice of acceleration, demands for performance and approval of any modifications, renewals or extensions of the indebtedness that may be granted to Borrower. Lender shall be under no obligation to notify Guarantor of its acceptance of this Guaranty, nor of any advances made or credit extended on the faith hereof, nor of the failure of Borrower to pay said indebtedness as it matures, nor to use diligence in preserving the liability of any entity or person on said indebtedness whether fixed or contingent, nor in bringing suit to enforce collection of said indebtedness, nor of notice of any instrument now or hereafter executed in favor of Lender evidencing or securing said indebtedness. Guarantor individually and severally further agrees to pay reasonable attorneys' fees and litigation costs should this Guaranty be placed in the hands of an attorney for collection, or should it be collected through any court.

4. Guarantor agrees that this is a continuing Guaranty and that it may be enforced by Lender without first resorting to or exhausting any security or collateral, or without first having recourse to the Note or its remedies as to any security or as to any of the property covered by the Note through foreclosure proceedings or otherwise. Further, Lender shall not be required to exhaust its remedies against accommodation makers, sureties and endorsers or any other guarantors. Pursuit by Lender of any of its remedies shall not impair this Guaranty and shall not be deemed an election of remedies. To the extent permitted by law, Guarantor waives the benefit of any statute of limitation affecting Guarantor's liability hereunder or the manner or mode of enforcement thereof.

5. Guarantor consents, without affecting Guarantor's liability to Lender hereunder, that Lender may, without notice to or consent of Guarantor, upon such terms as it may deem advisable, (a) extend, in whole or in part, by renewal, modification or otherwise, the time of payment of the indebtedness owing by Borrower to Lender, or held by Lender as security for the indebtedness, (b) settle or compromise any claim of Lender against Borrower, or against any other person, firm or corporation, whose obligation is held by Lender as collateral security for the indebtedness, or (c) offset the full amount of the indebtedness guaranteed hereby without notice, against any accounts or sums of Guarantor held by Lender, as security or otherwise. Guarantor hereby ratifies and affirms any such extension, renewal, modification, settlement,

compromise, or offset; and waives all defenses, counterclaims, or offsets which Guarantor might have by reason thereof.

6. If all or any part of the indebtedness hereby guaranteed shall be secured, Guarantor agrees that Lender may from time to time, at its discretion, with or without valuable consideration, allow release, surrender, substitution, exchange, subordination, loss or withdrawal of security or collateral, and should Borrower execute in favor of said Lender any collateral agreement, the exercise by Lender of any right conferred upon it in said agreement shall be wholly discretionary with Lender, and such exercise of, or failure to exercise such right shall not in any manner impair or diminish the obligations of Guarantor hereunder. Lender may, without in any manner impairing or diminishing the obligations of Guarantor hereunder, elect to pursue any available remedy against Borrower or against any security held by Lender, whether or not the exercise by Lender of any such remedy shall result in loss to Guarantor of any right of subrogation or right to proceed against Borrower for reimbursement.

7. In the event Borrower is a corporation, joint stock association, company or partnership, or is hereafter incorporated, if the indebtedness at any time hereafter exceeds the amount permitted by law, if the indebtedness is at any time hereafter deemed to be usurious, or Borrower is not liable because the act of creating the obligation is *ultra vires*, or the officers or persons creating same acted in excess of their authority, and for any of these reasons the indebtedness to Lender which Guarantor agreed to pay cannot be enforced against the corporation, joint stock association or partnership, such facts shall in no manner affect Guarantor's liability hereunder, but Guarantor shall be liable hereunder, notwithstanding that such corporation, joint stock association or partnership is not liable for such indebtedness, and to the same extent as Guarantor would have been if the indebtedness of Borrower had been enforceable against it.

8. Guarantor further agrees that this Guaranty shall not be discharged, impaired or affected by (a) the transfer by Borrower of all or any portion of the Warrior Course, trampolines, or softplay, or of any other Collateral or described in the Note or in any other security document, or (b) any defense (other than the full payment of the indebtedness hereby guaranteed in accordance with the terms hereof) that Guarantor may or might have as to Guarantor's respective undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by the undersigned Guarantor.

9. Should the status of Borrower change, this Guaranty shall continue and also cover the indebtedness of Borrower under the new status, according to the terms hereof guaranteeing the indebtedness of the original Borrower.

10. Guarantor waives any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower. Until all indebtedness of Borrower to Lender shall have been paid in full, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Lender now has or may hereafter have against Borrower; and Guarantor waives any benefit of, and any right to participate in, any security now or hereafter held by Lender.

11. This Guaranty shall remain and continue in full force and effect notwithstanding the institution by or against Borrower of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the said indebtedness in any such proceedings, or otherwise.

12. In the event any payment made by Borrower to Lender is held to constitute a preference under the U.S. Bankruptcy Code, or if for any other reason Lender is required to refund such payment or pay the amount thereof to any other party, such a payment shall not constitute a release of Guarantor from any liability hereunder, but Guarantor agrees to pay such amount to Lender upon demand.

13. In the event Guarantor is a corporation, Guarantor warrants and represents that it has authority to execute and deliver this Guaranty and agrees that it will do all things necessary to preserve and

keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation under the laws of the state of its incorporation.

14. To the extent permitted by law, Guarantor expressly waives and relinquishes all rights and remedies of surety, including but not limited to, all rights and remedies provided under Chapter 34 of the Texas Business and Commerce Code, as amended.

15. To the extent permitted by law, Guarantor expressly waives and relinquishes any and all rights and remedies under Sections 51.003, 51.004 and 51.005 of the Texas Property Code, as amended, including without limitation, the right to seek an offset of any deficiency judgment based on the fair market value of the property covered by the Note.

16. This Guaranty is for the benefit of Lender, its successors and assigns, and in the event of an assignment by Lender, its successors or assigns, of the said indebtedness, or any part thereof, the rights and benefits hereunder shall be transferred with such indebtedness without further act on the part of Lender and without notice to Guarantor.

17. Suit may be brought against Guarantor or against any other guarantor without impairing the rights of Lender, its successors or assigns, against any guarantor, and Lender may compromise or settle with any guarantor for such sum or sums as it may see fit and release such guarantor from all further liability to Lender for such indebtedness without impairing the right of Lender to demand and collect the balance of such indebtedness from other guarantors not so released; but it is agreed, however, that such compromise, settlement and release shall not in any manner impair the rights of the guarantors as among themselves.

18. In the event of the death of any Guarantor hereunder, the obligation of the deceased shall continue in full force and effect against his or her estate or beneficiaries as to all indebtedness which shall have been created or incurred by Borrower prior to the time when Lender shall have received notice, in writing, of such death; and this Guaranty shall from the date of such death as to all indebtedness created, incurred or arising after such death remain and continue in full force as a Guaranty by any surviving Guarantors.

19. Guarantor, individually and severally, expressly agrees that this contract is performable in Tarrant County, Texas.

20. The invalidity or unenforceability in any particular circumstances of any provision of this Guaranty shall not extend beyond such provision or such circumstances, and no other provision of this instrument shall be affected thereby.

21. Guarantor acknowledges and agrees that Guarantor has received and reviewed a copy of the Note, by and between Borrower and Lender, and all other documents executed in connection with the Note.

22. Guarantor agrees to furnish to Lender financial statements and tax returns for Guarantor upon the reasonable request of Lender, in such form and detail reasonably acceptable to Lender. Guarantor shall provide notice, disclose and certify to Lender any material changes in Guarantor's debt or net worth, and upon the reasonable request of Lender, certify that there has been no material change in Guarantor's personal debt or net worth since the previous financial statement delivered to Lender. Guarantor covenants and agrees that Guarantor shall not, without the prior consent of Lender, transfer assets to any third-party except in the ordinary course of Guarantor's business affairs and in exchange for reasonably equivalent value.

23. Any notice or demand required hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Guarantor or Lender, as the case may be, at the address set out herein below, or at such other address as such party may hereafter deliver in accordance herewith:

**LENDER:**
UATP Management, LLC
317 S. Jenkins Street
Grapevine, Texas 76051
ATTN: Michael O. Browning, Jr.

With a copy to:

UATP Management, LLC
317 S. Jenkins Street
Grapevine, Texas 76051
ATTN: Stephen Polozola

**GUARANTOR:**
[Name]
[Address]
ATTN: _____

Any other method of delivery or demand shall be effective only when actually received by the recipient thereof. If and when included within the term "Guarantor" or "Lender" there are more than one person, all shall jointly arrange among themselves for their joint execution and delivery of a notice to the other specifying some person at some specific address for the receipt of all notices, demands, payments or other documents. All persons included within the terms "Guarantor" or "Lender," respectively, shall be bound by notices, demands, payments and documents given in accordance with the provisions of this Article 23 to the same extent as if each had received such notice, demand, payment or document.

24. GOVERNING LAW AND VENUE. **THIS GUARANTY IS EXECUTED AND DELIVERED IN CONNECTION WITH A LENDING TRANSACTION NEGOTIATED AND CONSUMMATED IN TARRANT COUNTY, TEXAS, AND SHALL BE GOVERNED BY, CONSTRUED, AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ANY LITIGATION ARISING OUT OF OR RELATED TO THIS GUARANTY OR ANY OTHER DISPUTE BETWEEN THE PARTIES SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN A FEDERAL OR STATE COURT SERVING THE JUDICIAL DISTRICT IN WHICH LENDER'S PRINCIPAL HEADQUARTERS ARE LOCATED AT THE TIME LITIGATION IS COMMENCED. GUARANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND SPECIFICALLY WAIVES ANY OBJECTION GUARANTOR MAY HAVE TO EITHER THE JURISDICTION OR EXCLUSIVE VENUE OF SUCH COURTS.**

25. WAIVER OF JURY TRIAL. **GUARANTOR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS NOTE OR ANY OF THE LOAN DOCUMENTS, OR ANY CONDUCT, ACT OR OMISSION OF GUARANTOR, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH PAYEE OR GUARANTOR, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH PAYEE OR GUARANTOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.**

26. **JOINT AND SEVERAL LIABILITY.** Should this Guaranty be signed or endorsed by more than one person or entity, all of the obligations herein contained shall be considered the joint and several obligations of each guarantor hereof.

EXECUTED effective as of the date written herein above.

**GUARANTOR:**

_____

**ACKNOWLEDGMENT**

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by , an individual.

_____

Notary Public, State of _____

**EXHIBIT L**

**FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF CURRENT FRANCHISEES, FORMER FRANCHISEES, AND AFFILIATE OWNED LOCATIONS**

## LIST OF CURRENT FRANCHISEES
## AS OF DECEMBER 31, 2017

| FRANCHISEE | DBA | ADDRESS | CITY | ST | ZIP | PHONE |
|---|---|---|---|---|---|---|
| Birmingham Urban Air, LLC<br>Tad Duncan<br>Tad.duncan1@gmail.com | Urban Air Homewood | 800 Green Springs Hwy. | Homewood | AL | 35209 | 214.507.1431 |
| Conway Urban Air, LLC<br>Joe Toddy<br>toddyfamily12@hotmail.com | Urban Air Conway | 200 Skyline Dr. | Conway | AR | 72032 | 501.278.9619 |
| Limitless Entertainment Boise, LLC<br>Suraj Jagannathan<br>sj@limitlessenti.org | Urban Air Meridian | 3876 E. Lanark Street | Meridian | ID | 83642 | 214.882.1491 |
| Xtreme Air Sports of Bloomington, LLC<br>Debbie Hanna<br>indianahanna@icloud.com | Urban Air Bloomington | 3306 West State Road 46 | Bloomington | IN | 47404 | 812.322.1885 |
| Urban Air Indiana, LLC<br>Anthony Rains<br>Anthony@urbanairfranklin.com | Urban Air Franklin | 1172 N. Main Street | Franklin | IN | 46131 | 317.997.9438 |
| Overland Park Urban Air, LLC<br>Adam Jones<br>adamjoneszm@gmail.com | Urban Air Overland Park | 14401 Metcalf Ave. | Overland Park | KS | 66223 | 913.220.5307 |
| (B2) bouncing Beckers, LLC<br>John Becker<br>jon@urbanairwichita.com | Urban Air Wichita | 8545 W. Irving St. | Wichita | KS | 67209 | 316.300.6176 |
| Kenayan Corporation<br>Edward Jenkins<br>dr.edjenkins@yahoo.com | Urban Air White Marsh | 11501 Pocomoke Court | Middle River | MD | 21220 | 301.648.0419 |
| South Portland Urban Air, LLC<br>Anthony Dill<br>adill@maine.rr.com | Urban Air South Portland | 333 Clark's Pond Parkway | South Portland | ME | 04106 | 207.229.2655 |
| Oxford Urban Air, LLC<br>Christian Mills<br>christianmills@yahoo.com | Urban Air Oxford | 925 Lapeer Rd. | Oxford Charter Township | MI | 48371 | 908.581.1142 |
| Go-Go Gilbert Management, LLC<br>Brandy Gilbert<br>brandy@urbanaircoonrapids.com | Urban Air Coon Rapids | 10 Coon Rapids | Coon Rapids | MN | 55448 | 724.814.0471 |
| Midwest Franchise Investments, LLC[1]<br>Brad Heath<br>Bheath03@me.com | Urban Air Cottleville | 5993 Mid Rivers Mall Drive | Cottleville | MO | 63304 | 314.503.5772 |
| Charlotte Urban Air, LLC<br>Chris Fasulka<br>cfasulka@gmail.com | Urban Air Mint Hill | 9108 Lawyers Road | Mint Hill | NC | 28227 | 980.721.9817 |
| Omaha Urban Air, LLC<br>Aimee Mayhew<br>Aimeemayhew@gmail.com | Urban Air Omaha | 15364 Weir St. | Omaha | NE | 68137 | 913.485.0429 |
| Family Adventures Milltown, LLC[1]<br>Ari Moses<br>arihmoses@gmail.com | Urban Air Milltown | 396 Ryders Lane | Milltown | NJ | 8850 | 914.584.8680 |
| Family Adventures North Jersey LLC[1]<br>Ari Moses<br>arihmoses@gmail.com | Urban Air South Hackensack | 69 Wesley St. | S. Hackensack | NJ | 07606 | 914.584.8680 |
| Ardmore Urban Air, LLC<br>Annie Harlow<br>aharlow@cableone.net | Urban Air Ardmore | 1601 Woerz Way | Ardmore | OK | 73401 | 580.319.1124 |
| New American Adventures, LLC<br>John Wambold | Urban Air Cranberry | 351 American Way | Cranberry Township | PA | 16066 | 412.780.9176 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Jmgeorge007@gmail.com | | | | | | |
| Taraschi Adventures, LLC<br>Paul Taraschi<br>pjtaraschi@hotmail.com | Urban Air Downingtown | 981 East Lancaster Ave. | Downingtown | PA | 19335 | 484.753.1865 |
| Cordova Urban Air, LLC<br>Tad Duncan<br>tad.duncan1@gmail.com | Urban Air Cordova | 700 N. Germantown Pkwy. | Cordova | TN | 38018 | 214.507.1431 |
| Austin Urban Air, LLC<br>Lee Roberts<br>lee@urbanairaustin.com | Urban Air Austin | 15407 Long Vista | Austin | TX | 78728 | 214.601.6654 |
| GKC Holdings, LLC<br>Les Pritchett<br>les@urbanairnorthdallas.com | Urban Air North Dallas | 14902 Preston Road, Suite 1100 | Dallas | TX | 75254 | 972.904.9846 |
| NW Houston Urban Air, Inc.<br>Grant Pederson<br>grantpederson@icloud.com | Urban Air NW Houston | 20502 Hempstead Road, Suite 110 | Houston | TX | 77065 | 972.261.8534 |
| Pearland Urban Air, LLC<br>Jennifer Sieracki<br>jennifer@urbanairsugarland.com | Urban Air Pearland | 3207 S. Sam Houston East | Houston | TX | 77047 | 281.620.6612 |
| Humble Urban Air, LLC<br>Eric Alstrin<br>eric.alstrin@yahoo.com | Urban Air Humble | 19304 Highway 59 North | Humble | TX | 77338 | 817.233.3977 |
| Trampoline Park of Rockwall, LLC<br>Darren Rak | Urban Air Rockwall | 5757 State Highway 205 | Rockwall | TX | 75032 | N/a |
| HS Launch-SA, LLC<br>Michele Hoskins<br>Michele_hoskins@ymail.com | Urban Air NE San Antonio | 8600 Fourwinds Dr., Suite 8510A | San Antonio | TX | 78239 | 919.357.4240 |
| Spring Urban Air, LLC<br>Eric Alstrin<br>eric.alstrin@yahoo.com | Urban Air Spring | 20100 Holzwarth Rd. Suite A. | Spring | TX | 77388 | 817.233.3977 |
| Jett Urban Air Sugar Land, LLC<br>Jennifer Sieracki<br>jennifer@urbanairsugarland.com | Urban Air Sugarland | 9848 Highway 90 | Sugarland | TX | 77478 | 281.620.6612 |
| Waco Urban Air, LLC<br>Hoang Nguyen<br>info@urbanairtrampolinepark.com | Urban Air Waco | 5701 West Waco Dr. | Waco | TX | 76710 | 214.727.9471 |
| Urban Air Waxahachie, LLC<br>Cody Herndon<br>cherndon00@me.com | Urban Air Waxahachie | 507 N. Hwy 77, Suite 77 | Waxahachie | TX | 75165 | 505.205.4977 |
| Wichita Falls Urban Air, LLC<br>Colby Cates<br>colby@urbanairwichitafalls.com | Urban Air Wichita Falls | 2901 Kemp Blvd. | Wichita Falls | TX | 76308 | 940.337.6912 |

Note 1: Area Developer

## LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT BUT OUTLET NOT OPEN AS OF DECEMBER 31, 2017

| FRANCHISEE | DBA | ADDRESS | CITY | ST | ZIP | E-MAIL |
|---|---|---|---|---|---|---|
| Soldani Investments, LLC<br>Ross Soldani | Spanish Fort Urban Air | 31000 Bass Pro Drive | Spanish Fort | AL | 36527 | rosssoldani1@gmail.com |
| Urban Air Tutwiler, LLC<br>Steve Horton | Trussville Urban Air | 3679 Roosevelt Blvd. | Birmingham | AL | 35235 | hdinnovations@yahoo.com |
| Arbor Hill Goodyear, LLC!<br>Dale Fedewa | Goodyear Urban Air | 15305 W. McDowell Rd. | Goodyear | AZ | 85395 | dfedewa@midwestrest.com |

| | | | | | | |
|---|---|---|---|---|---|---|
| Arbor Hill Ahwatukee, LLC[1]<br>Dale Fedewa | Ahwatukee Urban Air | 4816 E. Ray Road | Phoenix | AZ | 85004 | dfedewa@midwestrest.com |
| Urban Air - Hanford LLC<br>Spencer Freeman | Hanford Urban Air | 1675 W. Lacey Blvd. | Hanford | CA | 93230 | spencerjfreeman@gmail.com |
| UAStapleton, LLC<br>Mike Lapp | Denver Urban Air | | Denver, | CO | | |
| Metro Adventures, LLC<br>Brad Crandall | Westminster Urban Air | 7025 West 88th Ave. | Westminster | CO | 80021 | amerpac@aol.com |
| Adventure Quest Inc.[1]<br>Lakshman Paidi | Orange Urban Air | 260 Bull Hill Lane | Orange | CT | 06477 | lpaidi813@gmail.com |
| Carter and Dean, LLC<br>Brian Norwood | Lakeland Urban Air | 3800 US Highway 98 N | Lakeland | FL | 33809 | Brian@urbanairlakeland.com |
| Brevard AP LLC<br>Ven Puskur | Melbourne Urban Air | 6729 Colonnade Ave, Ste 131 | Melbourne | FL | 32940 | venp@outlook.com |
| Urban Air Plantation, LLC<br>Saleem Fernandez | Plantation Urban Air | | Plantation | FL | | asu24@sbcglobal.net |
| Urban Air - Tampa Bay Area, LLC<br>Aaron Weigel | Port Richey Urban Air | 9560 US Highway 19 | Port Richey | FL | 34668 | aweigel4@tampabay.rr.com |
| Urban Air Tallahassee, LLC<br>Pete Gencarelli | Tallahassee Urban Air | | Tallahassee | FL | | pgencarelli@gmail.com |
| Urban Air Wellington, LLC<br>Saleem Fernandez | Wellington Urban Air | | Wellington | FL | | asu24@sbcglobal.net |
| Quartz Adventure Park, LLC<br>Sarah Groen | McDonough Urban Air | 1772 Jonesboro Rd. | McDonough | GA | 30243 | |
| Newnan Urban Air, LLC<br>Brian McGavock | Newnan Urban Air | 231 Newnan Crossing Bypass | Newnan | GA | 30265 | mcgavockbrian@yahoo.com |
| Snellville Urban Air, LLC<br>Gregory White | Snellville Urban Air | 1200 Scenic Highway, Suite G | Snellville | GA | 30045 | gdub1985@gmail.com |
| Bloomingdale Urban Air LLC<br>Grady Green | Bloomingdale Urban Air | 140 E. Lake Street | Bloomingdale | IL | 60108 | gradygreen@gmail.com |
| Denault Keilman LLC<br>Todd Denault | Crystal Lake Urban Air | 220 Exchange Rd. | Crystal Lake | IL | 60014 | uacrystallake@gmail.com |
| Kansas City Urban Air, LLC<br>Aimee, Nicole and Adam Mayhew | N. Kansas City Urban Air | 2707 Vivion Road | N. Kansa City | KS | 64119 | aimeemayhew@gmail.com |
| Denham Springs UA LLC<br>Brian McGavock | Denham Springs Urban Air | | Denham Springs | LA | 70726 | mcgavockbrian@yahoo.com |
| AC Adventures, LLC<br>Andy Powell | Bellingham Urban Air | 189 Mechanic Street | Bellingham | MA | 02019 | andy@urbanairbellingham.com |
| Harford Urban Air, LLC<br>Mark Giordano | Aberdeen Urban Air | 3704 Churchville Road | Aberdeen | MD | 21001 | mgiordano12@hotmail.com |
| TAB Entertainment, Inc.<br>Tai Bolarinwa | Laurel Urban Air | 14350 Baltimore Ave. | Laurel | MD | 20707 | annco2001@yahoo.com |
| Urban Air Roseville, LLC<br>Andy Batal | Roseville Urban Air | 31900 Gratiot Ave. | Roseville | MI | 48066 | amerbatal@hotmail.com |
| UATP Springfield LLC<br>Jon Becker | Springfield Urban Air | 2825 S Glenstone Ave. | Springfield | MO | 65804 | jon@urbanairwichita.com |

| | | | | | | |
|---|---|---|---|---|---|---|
| Bouncing Big Red LLC<br>Jon Becker and Annie Becker | Lincoln Urban Air | 2840 S. 70th Street | Lincoln | NE | 68506 | jon@urbanairwichita.com |
| Family Adventures 3, LLC<br>Ari Moses | Bloomfield Urban Air | | Bloomfield | NJ | | arihmoses@gmail.com |
| Family Adventures 3, LLC<br>Ari Moses | Bloomfield Urban Air | 650 E. Palisade Avenue, #22440 | Englewood Cliffs | NJ | 07632 | arihmoses@gmail.com |
| Albuquerque Urban Air, LLC<br>Brian Garcia | Albuquerque Urban Air | 3930 Pan American Fwy NE | Albuquerque | NM | 87107 | bgarcia_shsu@yahoo.com |
| Urban Air Reno, LLC<br>Tom Ryan | Reno Urban Air | 2210 Harvard Way | Reno | NV | 89502 | tom.ryan@me.com |
| Black Dog Development, LLC<br>John Wambold | Middletown Urban Air | 1 Galleria Drive | Middletown | NY | 10941 | jmgeorge007@gmail.com |
| TMG Adventures Park, Inc.<br>Michael Villopoto | Dublin Urban Air | 3995 W. Dublin Granville Rd. | Dublin | OH | 43107 | tinahuynh76@gmail.com |
| Lawton Urban Air LLC<br>Colby Cates | Lawton Urban Air | 5324 NW Cache Rd. | Lawton | OK | 73505 | colby@urbanairwichitafalls.com |
| Xtreme Sports Group LLC<br>Craig Peters | Moore Urban Air | 2800 South Telephone Rd | Moore | OK | 73160 | codyherndon00@me.com |
| Frayer Entertainment at OKC, LLC<br>David Frayer | Oklahoma City Urban Air | P.O. Box 720308 | Oklahoma City | OK | 73172 | Dfrayer@frayerenterprises.com |
| Frayer Entertainment at Cincinnati, LLC<br>David Frayer | Cincinnati Urban Air | P.O. Box 720308 | Oklahoma City | OK | 73172 | Dfrayer@frayerenterprises.com |
| Frayer Entertainment at Knoxville, LLC<br>David Frayer | Knoxville Urban Air | P.O. Box 720308 | Oklahoma City | OK | 73172 | Dfrayer@frayerenterprises.com |
| Frayer Entertainment at Elgin, LLC<br>David Frayer | Elgin Urban Air | P.O. Box 720308 | Oklahoma City | OK | 73172 | Dfrayer@frayerenterprises.com |
| Xtreme Sports Group LLC<br>Cody Herndon | Tulsa Urban Air | 3314 E. 51st Street, Suite 207 | Tulsa | OK | 74135 | managers@urbanairwaxahachie.com |
| UA-East Norriton, LLC<br>Franco D'Andrea | East Norriton Urban Air | 2700 Dekalb Pike | East Norriton | PA | 19401 | fdandrea@fgeinc.com |
| Duffy Adventures, LLC<br>David Duffy | Columbus Urban Air | Mars, PA 16046 | Mars | PA | 16046 | Dtd1026@gmail.com |
| Royersford Urban Air LLC<br>Paul Taraschi | Royersford Urban Air | 70 Buckwalter Rd. | Royersford | PA | 19468 | pjtaraschi@hotmail.com |
| Delco Urban Air LLC<br>Stephen Taraschi | Delco Urban Air | 1260 E. Woodland Ave. | Springfield | PA | 19064 | stephen@unscramblers.com |
| Willow Grove Urban Air, LLC<br>Kalik Reece | Willow Grove Urban Air | 1150 Easton Rd | Willow Grove | PA | 19090 | kalik.reece@gmail.com |
| Hometown Entertainment, LLC<br>Gary Millender | Collierville Urban Air | 10337 E Shelby Dr. | Collierville | TN | 38017 | gmillender@yahoo.com |
| Six Flags Village Urban Air LLC | Arlington Urban Air | 1303 N. Collins St., Suite 501 | Arlington | TX | 76011 | pjjackson19@yahoo.com |

| | | | | | | |
|---|---|---|---|---|---|---|
| Phillip Jackson | | | | | | |
| ORION'S HOSPITALITY LLC<br>Jemish Kikani | South Austin Urban Air | 4500 S. Pleasant Valley Road, Building 1 | Austin | TX | 78744 | jemish_kikani@yahoo.com |
| The Local Guys Cedar Park, LLC<br>Brian May | Cedar Park Urban Air | 13201 RR N. 620, Suite B | Austin | TX | 78717 | brianmay2017@gmail.com |
| Urban Air Adventure Park, Beaumont LLC<br>Rachelle Nurse | Beaumont Urban Air | 6250 Eastex Freeway | Beaumont | TX | 77708 | rnurse@twu.edu |
| Bedford Jump LLC[1]<br>Parker, Keegan | Bedford Urban Air | 2404 Airport Freeway | Bedford | TX | 76022 | kripp@shenaniganz.com |
| The Local Guys LLC<br>Brian May | Bee Cave Urban Air | 3944 S FM 620 Road, Building #5 | Bee Cave | TX | 78738 | brianmay2017@gmail.com |
| BCS Urban Air LLC[1]<br>Jennifer Sieracki | BCS Urban Air | 1758 Briarcrest Dr. | Bryan | TX | 77802 | jennifer@sierackiholdings.com |
| GKC Holdings LLC<br>Les Pritchett | Dallas Urban Air | 14902 Preston Road, Suite 1100 | Dallas | TX | 75254 | les@urbanairnorthdallas.com |
| Southwest Fort Worth Urban Air LLC<br>Brian McGavock | Southwest Fort Worth Urban Air | Sycamore School Rd. | Fort Worth | TX | 76123 | mcgavockbrian@yahoo.com |
| Fort Worth Urban Air, LLC<br>Michael Browning, Jr. | Fort Worth Urban Air | 8747 Harmon Rd. | Fort Worth | TX | 76177 | abby@urbanairtrampolinepark.com |
| CSUA-1, LLC<br>Bob Neyland | Colorado Springs Urban Air | 5729 Lebanon Drive, Suite 144-202 | Frisco | TX | 75034 | jmatthews@mcknholdings.com |
| Katy Urban Air LLC<br>Jennifer Sieracki | Katy Urban Air | 25307 Kingsland Blvd. | Katy | TX | 77494 | jennifer@sierackiholdings.com |
| Bell Thoms Group Inc<br>Candy Bell | Killeen Urban Air | 2102 Jennifer Dr | Killeen | TX | 76542 | candy@urbanairkilleen.com |
| Jump Lake Jackson, Inc.<br>Aubrey Hall | Lake Jackson Urban Air | 100 TX-332 | Lake Jackson | TX | 77556 | aubrey@jumplakejackson.com |
| Air Entertainment Group, LLC<br>Alan Trinh | Laredo Urban Air | 8510 Las Cruces | Laredo | TX | 78054 | alanusa2k@yahoo.com |
| Cody Herndon<br>Cody Herndon | Lubbock Urban Air | Quaker Ave. and 146th Street 3 | Lubbock | TX | 79423 | managers@urbanairwaxahachie.com |
| McKinney Jump, LLC[1]<br>Parker Coddington | McKinney Urban Air | | McKinney | TX | | pcoddington@shenaniganz.com |
| Bark Entertainment, LLC<br>Mark Colwell | New Braunfels Urban Air | 604 S. Walnut Ave., Suite 100 | New Braunfels | TX | 78130 | markscolwell@yahoo.com |
| Pasadena Urban Air LLC<br>Kevin Coffman | Pasadena Urban Air | 3838 Fairway Plaza Dr. | Pasadena | TX | 77505 | kevin.coffman7@gmail.com |
| H2-LAUNCH-SA<br>Michele Hoskins | North San Antonio Urban Air | 742 NW Loop 410, Suite 103 | San Antonio | TX | 78216 | michele_hoskins@ymail.com |
| UA1604, LLC<br>Saleem Fernandez | San Antonio Urban Air | 11791 Bandera Road, Suite B | San Antonio | TX | 78250 | asu24@sbcglobal.net |
| Woodlands Urban Air, LLC<br>Jennifer Sieracki | Woodlands Urban Air | 17943 I-45 South | Shenandoah | TX | 77385 | jennifer@sierackiholdings.com |
| Tyler Jump, LLC[1]<br>Keegan Ripp | Tyler Urban Air | 8926 S. Broadway Ave. | Tyler | TX | 75703 | kripp@shenaniganz.com |

| | | | | | | |
|---|---|---|---|---|---|---|
| Hartman Seven LLC<br>Matt Hartman | Layton<br>Urban Air | 70 S Fairfield Dr. | Layton | UT | 84041 | matt.r.hartman@gmail<br>.com |

Note 1: Area Developer

**LIST OF FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2017**

| | CITY | ST | PHONE OR E-MAIL |
|---|---|---|---|
| FIEP Windsor Park, LLC<br>Dale Fedewa[2] | Phoenix | AZ | defedewa@midwestrest.com |

Note 2: Franchisee is scheduled to open a new location in Arizona in calendar year 2018.

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

**LIST OF AFFILIATE-OWNED OUTLETS**
**AS OF DECEMBER 31, 2017**

| | DBA | ADDRESS | CITY | ST | ZIP | PHONE |
|---|---|---|---|---|---|---|
| Coppell Urban Air, LLC[1]<br>Stephen Polozola<br>stephen@urbanairparks.com | Urban Air<br>Coppell | 110 W. Sandy<br>Lake Dr. | Coppell | TX | 75019 | 817.729.6765 |
| Frisco Urban Air, LLC[1]<br>Greg Ackard<br>Gak02@yahoo.com | Urban Air<br>Frisco | 10570 John W.<br>Elliott Drive,<br>Suite 900 | Frisco | TX | 75033 | 336.420.2961 |
| Garland Urban Air, LLC[1]<br>Stephen Polozola<br>stephen@urbanairparks.com | Urban Air<br>Garland | 3046 Lavon Road | Garland | TX | 75040 | 817.729.6765 |
| Mansfield Urban Air, LLC<br>Greg Ackard<br>Gak02@yahoo.com | Urban Air<br>Mansfield | 989 N. Walnut<br>Creek Drive | Mansfield | TX | 76063 | 336.420.2961 |
| Southlake Urban Air, LLC<br>Michael Browning<br>michael@urbanairparks.com | Urban Air<br>Southlake | 325 Commerce,<br>Suite 110 | Southlake | TX | 76092 | 817.825.0004 |

Note 1: These outlets operate under the same or similar franchise agreement as our franchisees.

**EXHIBIT M**
**TO URBAN AIR ADVENTURE PARK**
**FRANCHISE DISCLOSURE DOCUMENT**

**RECEIPT**

## 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 UATP MANAGEMENT, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment with franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If UATP MANAGEMENT, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state regulatory agency listed in Exhibit B. Franchisor authorizes the respective state agencies identified on Exhibit C to receive service of process for it in a particular state.

Issuance Date: March 22, 2018

The following individual(s) offer the franchise for sale: Michael Browning, Jr. at (800) 960-4778.

I received a disclosure document dated March 22, 2018 (or the date reflected on the State Effective Dates Page), that included the following Exhibits:

| | |
|---|---|
| STATE SPECIFIC APPENDIX | |
| EXHIBIT A | Operations Manual Table of Contents |
| EXHIBIT B | List of State Administrators |
| EXHIBIT C | List of Agents for Service of Process |
| EXHIBIT D | Site Selection Agreement and Form of Lease Rider |
| EXHIBIT E | Franchise Agreement, Attachments and State Specific Amendments |
| EXHIBIT F-1 | Area Development Agreement with all Schedules |
| EXHIBIT F-2 | Development Agreement and Schedules |
| EXHIBIT G | Management Services Agreement |
| EXHIBIT H | Franchise Disclosure Questionnaire |
| EXHIBIT I | Sample Form of the General Release |
| EXHIBIT J | Sample form Promissory Note and Security Agreement, First Amendment to Franchise Agreement, Guaranty |
| EXHIBIT K | Financial Statements |
| EXHIBIT L | List of Current Franchisees, Former Franchisees, and Affiliate-Owned Locations |
| EXHIBIT M | Receipt |

_____ _____

Print Name Signature

_____

Date

If signing on behalf of a corporation or other entity, please complete the following:

_____ _____

Name of Entity Title

Keep this copy for your records.

## 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 UATP MANAGEMENT, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment with franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan and Oregon require that we give you this disclosure document at least 10 business days before the execution any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If UATP MANAGEMENT, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state regulatory agency listed in Exhibit B. Franchisor authorizes the respective state agencies identified on Exhibit C to receive service of process for it in a particular state

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| EXHIBIT M | Receipt |

_____ _____

Print Name Signature

_____

Date

If signing on behalf of a corporation or other entity, please complete the following:

_____ _____

Name of Entity Title

Please sign this copy of the receipt, date your signature, and return it by mail to Michael Browning, Jr, 317 S. Jenkins, Suite C, Grapevine, Texas 76051.