FRANCHISE DISCLOSURE DOCUMENT

ZAVA ZONE LG, LLC
a Delaware limited liability company
11820 Parklawn Drive, Suite 230
Rockville, Maryland 20852
1-800-376-9282
zavazone.com

The franchise is for the establishment and operation of a ZAVAZONE® indoor adventure park including but not limited to: a Jump Zone featuring trampolines, trampoline dodgeball, trampoline basketball, a trampoline foam pit and a battle beam area; an Adventure Zone featuring a high ropes course, a low ropes course, a parkour course, and Ninja Obstacle Courses; a Vertical Zone with several activities possibly including climbing walls, drop slides, zip lines, and giant stairs; and other features such as Gaga "Zava Ball" Pits, and other new and innovative movement related activities, parties and events areas, and a large, comfortable lounge overlooking the event space, and featuring free Wi-Fi and coffee ("ZAVAZONE® Indoor Adventure Park").

The total investment necessary to begin operation of a ZAVAZONE® Indoor Adventure Park franchised business is between $1,698,511 and $2,945,608. This includes $50,000 that must be paid to the franchisor or its affiliate(s). If you sign an Area Development Agreement, the total investment necessary is between $1,738,511 and $3,035,608 for the right to develop up to three locations and for the development of your first ZAVAZONE® Indoor Adventure Park. This includes between $90,000 and $130,000 that must be paid to the franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different forms, contact the Franchise Department at 11820 Parklawn Drive, Suite 230, Rockville, Maryland 20852, (800) 376-9282 or franchise@zavazone.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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: ~~March 28, 2018~~April 2, 2019

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 D** for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS AND AREA DEVELOPMENT 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 AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN DELAWARE. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN DELAWARE THAN IN YOUR OWN STATE.
2. BOTH THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT DELAWARE LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOU AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.
4. THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21) CALLS INTO QUESTION THE FRANCHISOR'S ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of this franchise.

See the following state effective date summary page for state effective dates.

ZAVA ZONE LG, LLC

STATE EFFECTIVE DATE SUMMARY PAGE

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, and Washington.

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	~~April 24, 2018~~
Illinois	~~April 16, 2018~~
Maryland	~~September 4, 2018~~
Michigan	~~April 16, 2018~~
Minnesota	~~July 10, 2018~~
New York	~~September 27, 2018~~
Virginia	~~May 21, 2018~~
Washington	~~July 26, 2018~~
Wisconsin	~~April 16, 2018~~

In all other states, the effective date of this Disclosure Document is the issuance date of ~~March 28, 2018~~April 2, 2019.

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 against you joining an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver or estoppel which would deprive you of rights and protections provided under the Michigan Franchise Investment Law. This does not preclude you, after entering into a franchise agreement, from settling any and all claims.

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

(d) A provision that permits the franchisor to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration, of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This provision applies only if:

(i) The term of the franchise is less than five years; and

(ii) You are prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or if you do not receive at least six months advance notice of the franchisor's intent not to renew the franchise.

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

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

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

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

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

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

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

(h) A provision that requires you to resell to the franchisor items that are not uniquely identified with the franchisor. This does not prohibit a provision that grants the 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 it 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 you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in (c), above.

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to you 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 concerning this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Franchise Unit, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, (517) 373-7117.

ZAVA ZONE LG, LLC
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ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, all references to "Franchisor," "we," "our" or "us" means Zava Zone LG, LLC, and all references to "you" and "your" means the person or entity who is granted the right to operate an indoor adventure park identified by or associated with the trademarks listed in Item 13 of this disclosure document ("Trademarks") under a Franchise Agreement. If you are a corporation, limited liability company, partnership, or any other type of legal entity, certain of the provisions of the Franchise Agreement also will apply to, and be binding on, certain of your owners and their spouses.

The Franchisor, its Parent, and Affiliates

We are a Delaware limited liability company which was formed on March 1, 2017. We maintain our principal place of business at 11820 Parklawn Drive, Suite 230, Rockville, Maryland 20852. We conduct business under our corporate name and the trademark ZAVAZONE®.

We intend to offer franchises under the name ZAVAZONE®. We began offering franchises in May 2017. We have not conducted a business of the type you will be operating and do not engage in any types of business activities other than franchising ZAVAZONE® Indoor Adventure Parks and providing services to our franchisees. However, our affiliates (identified below) operate ZAVAZONE® Indoor Adventure Parks similar to the one you will operate under the Franchise Agreement. Neither we nor any of our affiliates have offered, or currently offer, franchises in other lines of businesses. None of our affiliates have sold any franchises similar to your ZAVAZONE® Indoor Adventure Park.

Our agents for service of process are disclosed in Exhibit D to this disclosure document.

Our Parent, Predecessors and Affiliates

We have no parents or predecessors.

Our affiliate, Zava Zone, LLC, is a Maryland limited liability company organized on March 26, 2015 ("Zava Zone Rockville") and whose principal office is located at 11820 Parklawn Drive, Suite 260, Rockville, Maryland 20852. Zava Zone Rockville owns and operates a ZAVAZONE® Indoor Adventure Park in Rockville, Maryland. Zava Zone Rockville owns the Trademarks and has granted us a worldwide license to grant franchises using those Trademarks. Zava Zone Rockville does not provide products or services to our franchisees, and does not engage in any other business activities.

Our affiliate, Zava Zone Sterling, LLC, is a Virginia limited liability company organized on February 6, 2017 ("Zava Zone Sterling") and whose principal office is located at 11820 Parklawn Drive, Suite 260, Rockville, Maryland 20852. Zava Zone Sterling is constructing a ZAVAZONE® Indoor Adventure Park in Sterling, VA. Zava Zone Sterling does not provide products or services to our franchisees, and does not engage in any other business activities.

The Business

We are in the business of selling franchises to operate ZAVAZONE® Indoor Adventure Parks that offer a variety of "Fun in Motion®" activities that are suitable for customers ranging in age from at least 5 to 105 with differing skill levels. Activities offered are movement based and may include: a Jump Zone featuring trampolines, trampoline dodgeball, Laser Jump (laser tag played on a trampoline court) trampoline basketball, a trampoline foam pit, stuntbag jump, Flipinators (trampolines with bungee cords for jumpers) , and a battle beam area; an Adventure Zone featuring a challenging high ropes course for guests over 52" (an elevated challenge course), a less challenging low ropes course for younger children, vertical warped walls, a parkour course (a competitive obstacle course that includes running, climbing, swinging, vaulting, jumping, rolling, quadrupedal movement, and other movements as deemed most suitable for the situation), and Ninja Obstacle Courses (which incorporates elements from the popular television series); a Vertical Zone with several activities possibly including various climbing walls, a multi-story vertical drop slide, zip

lines, and giant stairs; and other features such as Gaga "Zava Ball" Pits (a gentler game of dodgeball played with soft foam balls), zip lines (including the Zipinator, a mechanical extreme zip line), as well as, from time to time, new and innovative movement related activities, parties and events areas, and a large, comfortable lounge overlooking the event space, and featuring free Wi-Fi and coffee ("ZAVAZONE® Indoor Adventure Park").

If you qualify, you will be granted a non-exclusive license to do business under the fictitious or assumed name of "ZAVAZONE® Indoor Adventure Park," or any other name that we decide to use in the future. You will operate your ZAVAZONE® Indoor Adventure Park according to the terms of the Franchise Agreement. ZAVAZONE® Indoor Adventure Parks range in size, but are typically between 25,000 and 30,000 square feet with ceilings at least 24' high, but heights up to 30' are acceptable if you choose to accommodate a more robust zip-line course. Each ZAVAZONE® Indoor Adventure Park must have a minimum of 80 parking spaces, although we recommend you find a site that accommodates more than that. Your ZAVAZONE® Indoor Adventure Park must also include a lounge area with free Wi-Fi access, at least four dedicated party rooms and a small area where customers can purchase healthy prepackaged snacks and drinks, along with some merchandise. All of your employees must be thoroughly screened, including conducting background checks for crimes against minors.

In addition to granting you the right to use the Trademarks, your Franchise Agreement grants you the right to use our unique system of management and operation of a ZAVAZONE® Indoor Adventure Park services business featuring uniform standards and procedures for business operations; training in operation, management and promotion; advertising and promotional programs; customer development and service techniques; special graphics packages; and other technical assistance (the "System"). These are not necessarily all of the components of the System and we may amend or change the System from time to time.

Development Agreement

We may offer you the opportunity to sign a Development Agreement, under which you would agree to develop up to 3 ZAVAZONE® Indoor Adventure Parks in a specified geographic area. Our Area Development Agreement is in Exhibit B to this disclosure document. You must sign our then-current franchise agreement (which may contain terms different from those of the Franchise Agreement attached as Exhibit A) for each franchised business you establish under the Development Agreement. We may terminate the Development Agreement if you do not develop these franchised businesses within the specified time period.

Market and Competition

The general market in which you will operate your ZAVAZONE® Indoor Adventure Park will include customers of all ages and is not limited to any specific submarket. Your ZAVAZONE® Indoor Adventure Park will have to compete with other recreation and entertainment facilities, including other indoor centers featuring the same or similar activities as your ZAVAZONE® Indoor Adventure Park. These competitors include (a) other national, regional and local chains, some of which have franchised operations and provide similar products and services, and (b) privately operated party service businesses featuring both inside and outside activities, games, food, drinks, and related products and services, (c) other businesses operated or franchised by us which do not use any of the Trademarks (if we choose to open any in the future), (d) other businesses or franchises operated or franchised by us using the Trademarks, but only outside of your Protected Territory, and (e) other national, regional, and local amusement facilities and activities. We believe that competition will continue in this industry. Your ability to compete in your market will depend upon certain factors, including: the location of your ZAVAZONE® Indoor Adventure Park, the location of your competition, your financial and managerial capabilities, general economic conditions, and other factors, including seasonality and weather conditions.

Industry Regulations

There may be regulations specific to the operation of your ZAVAZONE® Indoor Adventure Park in your state that, among other things, require you to maintain a certain ratio between supervisory employees and the number of guests in the recreational areas or in the party rooms. You must comply with all local, state, and federal health and sanitation laws and regulations.

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

ITEM 2: BUSINESS EXPERIENCE

Co-Founder and Managing Partner – Joshua Oboler

Mr. Oboler has served as our Managing Partner since our inception in March 2017. Mr. Oboler has also served as Managing Partner of Zava Zone Rockville since January 2016 and Zava Zone Sterling since February 2017. Since February 2016, Mr. Oboler has also served as Managing Partner of Metro Montessori, LLC, and since January 2003 he has served as Managing Partner of Leadership Services, LLC. Mr. Oboler has served in each office and position listed above in Rockville, Maryland.

Co-Founder and Managing Partner – Joseph Henry

Mr. Henry has served as our Managing Partner since our inception in March 2017. Mr. Henry has also served as Managing Partner of Zava Zone Rockville since January 2016 and Zava Zone Sterling since February 2017. Since February 2016, Mr. Henry has also served as Managing Partner of Metro Montessori, LLC, and since January 2003 he has served as Managing Partner of Leadership Services, LLC. From January 2007 until January 2016, Mr. Henry served as President of Dynamic Link, Inc. Mr. Henry has served in each office and position listed above in Rockville, Maryland.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Initial Fee

Upon signing the franchise agreement (the "Franchise Agreement"), you must pay us an initial fee of $50,000 (the "Initial Fee") for a ZAVAZONE® Indoor Adventure Park. All prospective franchisees must complete an application (the "Application") and forward it to us for our review.

You must provide all of the information requested in the Application. We may, on occasion, approve your Application before you supply all of the information we require. If we do so, our approval will be conditional upon our receiving the balance of the requested information within the time we specify. If you

fail to provide the balance of the requested information within the specified time, we may revoke our approval.

We will approve or reject your Application within 30 days of the date we receive all of the information we require. If we reject your Application, we will send you a letter notifying you of the rejection. If we approve your Application, we will send you a letter of approval along with copies of the Franchise Agreement. You will be required to sign and return the Franchise Agreement to us along with your Initial Fee within 30 days of the date we send the approval letter. If you do not sign and return the Franchise Agreement and the Initial Fee due within this 30-day period, our approval of your Application will be automatically withdrawn.

The Initial Fee is fully earned upon receipt and is non-refundable. However, we may, in our discretion, give a full or partial refund of the Initial Fee under unique circumstances or agree to credit the Initial Fee towards any future application you submit, although we are not required to do so. Refunds are not based on any quantifiable data. We have the absolute right to evaluate each situation on an individual basis.

We may in our discretion agree to reduce or waive the Initial Fee based upon factors we determine justify a reduced fee under the circumstances. As of the date of this disclosure document, we had not negotiated any Initial Fees. In certain instances we may determine to charge an Initial Fee below our standard Initial Fee based on factors we determined to justify a reduced fee under the circumstances, such as the location of the ZAVAZONE® Indoor Adventure Park and the experience and creditworthiness of the applicant.

Area Development Agreement

If you sign an Area Development Agreement, you pay us an Area Development Fee in the amount of $50,000 plus $40,000 for each additional ZAVAZONE® Indoor Adventure Park you agree to develop. The Area Development Fee is due in full on the signing of the Area Development Agreement. You may not develop more than three ZAVAZONE® Indoor Adventure Parks under any one Development Agreement. The Area Development Fee shall be deemed to have been fully earned and collectable by us as of the execution date of the Area Development Agreement even if you do not develop all of the ZAVAZONE® Indoor Adventure Parks you agreed to. The Area Development Fee is non-refundable.

The Area Development Fee may not be uniform for all developers due to the variable nature of negotiations, including but not limited to the size of the Development Area to be developed, the number of ZAVAZONE® Indoor Adventure Parks to be developed, demographic data and trends and other variable conditions, and we reserve the right to charge different Area Development Fees at our sole discretion. As of the date of this disclosure document, we had not negotiated any Area Development Fees.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty (See Note 1)	6% of Gross Sales per week	Payable weekly	We will debit your bank account for the Royalty due for the prior week (ending on the Sunday before the Payment Date).

Type of Fee	Amount	Due Date	Remarks
Local Advertising Expense (See Note 2)	The greater of 2% of Gross Sales annually or $4,000 per month ("Minimum Local Advertising Expense")	As negotiated with suppliers	You must begin local advertising no later than 60 days following the date your ZAVAZONE® Indoor Adventure Park opens for business. We have the right at any time to increase the required annual percentage.
Local Advertising Cooperative (See Note 3)	If a cooperative is established by us, you must contribute at least 50% of your Local Adverting Expense (see above) to the cooperative. The cooperative has the authority to set up its own max contribution.	As determined by members of the cooperative	We may establish an advertising cooperative at any time if we, in our sole discretion, determine it to be regionally beneficial. Amounts you contribute to the Local Advertising Cooperative will be credited against your Local Advertising Expense.
System Marketing Fund Fee (See Note 4)	1% of Gross Sales	Payable weekly	We have set the initial System Marketing Fund Fee at 1%. However, we may increase the System Marketing Fund Fee, at our discretion, up to 3% of Gross Sales.
Additional Training Fees (See Note 5)	$400 per day, per trainer for additional training that is requested by you or required by us after initial training. $1,500 for replacement managers.	Payable before training begins.	You may request additional training at any time. We may require you to attend additional training if you ZAVAZONE® Indoor Adventure Park is not being operated in compliance with our System Standards. New/replacement managers are required to attend initial training for a fee.

Type of Fee	Amount	Due Date	Remarks
Annual Convention Fee	At this time we do not host an Annual Convention, but we reserve the right to do so in the future and may establish a fee for attending at that time.	Payable before Annual Convention	
Background Check Fees	$25 to $50 per employee	At time background check is ordered	You must conduct a criminal background check on each of your employees. The cost of the background check will depend on the depth of the review, which is dictated by the position held by the employee. These fees are paid to a third-party review company and not to us.
Franchise Agreement Transfer Fee	If transfer is between existing owners of your entity that have already been approved by us, the transfer fee is $1,500. If transfer is to an existing ZAVAZONE® Indoor Adventure Park franchisee, the transfer fee is 50% of the then-current initial fee. If transfer is to an individual or entity that is new to the ZAVAZONE® System, the transfer fee is 75% of the then-current Initial Fee.	Before acceptance of transfer	Payable before you transfer your ZAVAZONE® Indoor Adventure Park. No fee is charged to an individual or partnership franchisee that transfers its rights to an entity controlled by the same interest holders.
Franchise Relocation Fee	If you wish to relocate your ZAVAZONE® Indoor Adventure Park and we approve it, you must pay a Relocation Fee equal to 75% of the then-current Initial Fee.	Before acceptance of relocation	Payable before you relocate your ZAVAZONE® Indoor Adventure Park.

Type of Fee	Amount	Due Date	Remarks
POS Licensing Fee	$1,000 to $1,500 for the initial software licensing fee and an ongoing fee that is estimated to be $650 for the first three months your ZAVAZONE® Indoor Adventure Park is open. As admissions at your ZAVAZONE® Indoor Adventure Park increase, this fee will increase.	Monthly after you open your ZAVAZONE® Indoor Adventure Park	This fee covers the cost of providing ongoing support to you for the point-of-sale system. This fee may change at any time if we elect to use a different POS system. This fee varies depending on the number of admissions at your ZAVAZONE® Indoor Adventure Park.
Telephone and Internet Service	$300 per month or as negotiated with supplier	As negotiated with supplier	
Technology Support and License Fees	Currently the fee is $435, but could increase to $530 per month	Monthly after you open your ZAVAZONE® Indoor Adventure Park	This fee covers the cost of providing payroll processing, accounting software, and benchmarking and analysis services to you.
Reinstatement Fee	$1,500	Prior to reinstatement	We may eliminate your access to any technology systems that we control if you are in default under your Franchise Agreement. You must cure your default and pay the Reinstatement Fee to be allowed access to the technology systems again.

Type of Fee	Amount	Due Date	Remarks
Area Development Agreement Transfer Fee	$5,000 for each unopened ZAVAZONE® Indoor Adventure Park to be transferred	Submitted with transfer application	Transfer Fees for ZAVAZONE® Indoor Adventure Parks which are open and operating as of the date the transfer request is submitted to us will be governed by the terms of the Franchise Agreement signed for each ZAVAZONE® Indoor Adventure Park. (See above).
Grand Opening Events	$15,000 to $25,000 during your first three months of operation for each ZAVAZONE® Indoor	As incurred during Grand Opening period	
Audit	Cost of audit plus late fee of 1-1/2% interest per month on understatement	30 days after billing	Payable only if audit shows an understatement of at least 2% of Gross Sales for any month
Successor Franchise Fee	Currently $3,000.	Upon the issuance of a Successor Franchise Agreement	Following the Initial Term, provided you meet certain conditions, we will grant you the option to request to execute up to two (2) successive Successor Franchise Agreements, each for a five (5) year term. The Successor Franchise Fee is subject to change in our discretion.
Insurance (See Note 6)	At a minimum, comprehensive general liability coverage and such other insurance as we require in the System Standards Manual	As incurred	Insurance requirements are set forth in our System Standards Manual and may be changed by us at any time upon 30 days' notice to you, as we determine is necessary.

Type of Fee	Amount	Due Date	Remarks
Quality Compliance Re-Inspection Fee	$200 per follow-up physical visit to your ZAVAZONE® Indoor Adventure Park to determine if you are compliant with our System Standards.	As incurred	We conduct routine quality compliance inspections at no charge to you. If your ZAVAZONE® Indoor Adventure Park fails a routine inspection, we will charge you a re-inspection fee for each visit we make to your location to confirm compliance. We will allow at least 30-days between visits.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your ZAVAZONE® Indoor Adventure Park.
Cost of Enforcement or Defense	All costs including accounting and ~~attorneys~~attorneys' fees	Upon settlement or conclusion of claim or action	You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Interest	Lesser of 1.5% per month or highest rate of interest allowed by law	As incurred	Begins to accrue after any payments are due and unpaid.
Technology Maintenance Expense	The then-current cost of repairing computer equipment or purchasing required hardware and software upgrades.	At time of repair or upgrade, which may be required at any time if we determine that the existing hardware and/or software is malfunctioning or outdated	We impose no cap or limitation on the amount of expense you may incur for hardware and software upgrades.
Seminars, Conventions or Programs	You must pay your expenses, conference fees, if any, as well as the expenses your designated business manager and employees incur in attending these meetings. The estimated range of costs is $1,000 - $1,500 per person.	As incurred	We reserve the right to conduct periodic meetings of all Franchisees, including a mandatory annual convention. All convention fees must be paid in advance according to the convention fee schedule outlined in the System Standards Manual.

Type of Fee	Amount	Due Date	Remarks
Major Upgrade Expense	No more often than every five years you must upgrade your ZAVAZONE® Indoor Adventure Park to be compliant with our then-current System Standards. The amount of this expense cannot be approximated, but it is a substantial capital expenditure. We recommend you budget annually in anticipation of this expense.	As incurred	You must upgrade your ZAVAZONE® Indoor Adventure Park every five years to satisfy our then-current System Standards.
NSF Fee	$30 per occurrence	As incurred	
Liquidated damages	In the event of early termination of your franchise agreement; you must pay as liquidated damages all Royalty Fees and System Marketing Fund fee payments through scheduled expiration date.	As incurred	See section 17.7 of Franchise Agreement.

All amounts are uniformly imposed by and are payable to us unless otherwise noted. All fees are nonrefundable. For those fees in the above chart imposed by third parties, we do not control any increase or decrease in the amounts set. For those fees, however, imposed by us, and for which there is either no set amount or calculation, and we have reserved the right to increase such fees, there is no set formula for any potential fee increases, although, such increases are typically tied to increase in costs and expenses.

Note 1: The Royalty is 6% of the previous week's Gross Sales. "Gross Sales" means the total of all receipts derived from all sales of products and services in connection with the operation of your ZAVAZONE® Indoor Adventure Park, including sales made away from your ZAVAZONE® Indoor Adventure Park, insurance claims for lost profits to the extent a claim is paid by the insurer, and all other products and services sold or performed by or for you or your ZAVAZONE® Indoor Adventure Park or by means of the business conducted under this Agreement, whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property, or other means of exchange. (See Franchise Agreement, "Definitions" Article, for a complete definition of Gross Sales).

Note 2: Item 7 of this disclosure document describes your advertising requirements for the first three months of operation.

Note 3: Local advertising cooperatives will be composed of all franchised and company-operated ZAVAZONE® Indoor Adventure Parks in a designated market area. If a Local Advertising Cooperative is

established, contributions to the Local Advertising Cooperative of at least 50% of your Local Advertising Expense must be applied toward the Cooperative. We anticipate that each franchisee will have one vote for each ZAVAZONE® Indoor Adventure Park operated by the member in the designated market area. No Local Advertising Cooperatives have been established as of the date of this disclosure document.

Note 4: These funds are used to advertise the ZAVAZONE® brand, to generate marketing materials and promotional materials, for public relations purposes, and for administrative costs associated with our marketing efforts. (See Item 11).

Note 5: We provide 7 days of initial training at our corporate headquarters located in Rockville, Maryland for you or, if you are a legal or business entity, your designated business manager, and two additional people. Following training at our corporate headquarters, we provide you with 5 days of on-site training at your ZAVAZONE® Indoor Adventure Park. We do not charge a fee for the initial training program. Additional training may be requested by you or required by us if your ZAVAZONE® Indoor Adventure Park is not compliant with our standards. The fee for this training is $400 per day/per trainer. If you hire a new manager we will charge you a training fee of $1,500. You will also need to pay for airfare, lodging, ground transportation, meals, salary and benefits, and other personal expenses for each person attending the initial and any additional training programs. Training fees can be increased or decreased by us at any time in our discretion.

Note 6: You must procure and maintain, at your own expense, insurance policies protecting you, us, our designated affiliates and the officers, directors, and employees of us and our designated affiliates against any loss, liability, personal injury, death, property damage, or expense resulting from the operation of your ZAVAZONE® Indoor Adventure Park and all services you provide in connection with the operation of your ZAVAZONE® Indoor Adventure Park as we may require for your and our protection as we determine is necessary in amounts set forth in the System Standards Manual (which may be adjusted periodically as we determine is necessary). You must also procure and maintain all other insurance required by state or federal law, including workers' compensation insurance and unemployment insurance. The policies must also stipulate that we must receive a 30-day prior written notice of cancellation and must contain endorsements by the insurance companies waiving all rights of subrogation against us. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us, including original endorsements affecting the coverage required by us will be furnished to us together with proof of payment within 10 days of issuance. You will also furnish us with certificates and endorsements evidencing such insurance coverage within 10 days after each of the following events: (i) at all policy renewal periods, no less often than annually, and (ii) at all instances of any change to, addition to, or replacement of any insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are subject to approval by us. If you fail to procure and maintain the required insurance coverage, we have the right and authority to procure the insurance coverage and charge you, which charges, together with a fee not to exceed 15% for our expenses incurred in this procurement, you will pay immediately upon notice.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made (See Note 1)
Initial Fee	$50,000	Cash, Check	When your Franchise Agreement is signed.	Us
Rent – 3 months (See Note 3)	$56,250 to $120,000	As negotiated with landlord	As incurred	Landlord
Lease Deposit (See Note 3)	$29,167 to $100,000	As negotiated with landlord	As incurred	Landlord
Leasehold Improvements (See Note 4)	$315,000 to $930,000	As negotiated with supplier	As incurred	Supplier
Utility Deposits	$2,000 to $5,000	As negotiated with supplier	As incurred	Supplier
Exterior Signage	$2,000 to $15,000	As negotiated with supplier	As incurred	Supplier
Furniture and Fixtures (See Note 5)	$47,310 to $96,640	As negotiated with supplier	As incurred	Supplier
Equipment (See Note 5)	$900,000 to $1,050,000	As negotiated with supplier	As incurred	Supplier
Office Equipment and Supplies (See Note 6)	$6,250 to $15,100	As negotiated with supplier	As incurred	Supplier
Technology, Hardware, and Software (See Note 7)	$28,434 to $41,418	As negotiated with supplier	As incurred	Supplier
Security System (See Note 8)	$5,000 to $15,000	As negotiated with supplier	As incurred	Supplier
Business Licenses and Permits (See Note 9)	$500 to $800	As negotiated with supplier	As incurred	Supplier
Professional Fees	$2,500 to $3,000	As negotiated with supplier	As incurred	Supplier
Initial Inventory (See Note 10)	$39,100 to $67,300	As negotiated with supplier	As incurred	Supplier
Business Insurance	$60,000 to $135,000	As negotiated with supplier	As incurred	Supplier
Travel, and Living Expenses while Training (See Note 11)	$5,000 to $11,350	As negotiated with supplier	As incurred	Supplier

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made (See Note 1)
Grand Opening Advertising (See Note 12)	$15,000 to $25,000	As negotiated with supplier	As incurred	Supplier
Additional Funds – First 3 Months (See Note 13)	$100,000 to $300,000	As negotiated with supplier	As incurred	Supplier
Totals (See Note 14)	**$1,698,511 to $2,945,608**			
Area Development Fee (See Note 2)	$40,000 to $80,000	Cash, Check	When the Development Agreement is signed.	Us
Total if Signing an Area Development Agreement	**$1,738,511 to $3,035,608**			

Note 1: All expenditures that are paid to us are not refundable. Unless specifically agreed to by third-party suppliers to whom you make payments, all expenditures with third parties are not refundable. The estimates disclosed in this Item 7 are subject to variations according to geographic location and site. We have relied on our affiliate, Zava's, experience constructing and operating one ZAVAZONE® Indoor Adventure Park in Rockville, Maryland to compile these estimates. This is only an estimate of your initial investment and is based on our estimate of prevailing nationwide costs and market conditions as of the date of this Franchise Disclosure Document. You must bear any deviation or escalation in costs from the estimates that we have given. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. Many factors that are unique to your location can make a dramatic difference in the estimates provided. The availability and terms of financing depend on several factors, including the availability of financing generally, your creditworthiness, collateral you may have, and lending policies of financial institutions.

Note 2: If you sign an Area Development Agreement, you pay us an Area Development Fee at the time you execute an Area Development Agreement in the amount of $50,000 for you first location, plus $40,000 for each additional ZAVAZONE® Indoor Adventure Park you agree to develop. As the $50,000 portion of the Development Fee attributable towards the first ZAVAZONE® Indoor Adventure Park is already accounted for at the beginning of the above chart, the range of the Area Development Fee in the Item 7 chart includes, on the lower end, the additional $40,000 due for a second location and, on the high end the additional $80,000 due for both a second and third location. You should also expect to incur the costs in this table for each ZAVAZONE® Indoor Adventure Park that you develop.

Note 3: The ideal size of your ZAVAZONE® Indoor Adventure Park should range between 25,000 and 30,000 square feet. In most cases, the landlord will require a security deposit, which is typically the equivalent of first and last month's rent. Rent and deposits will vary depending on the size of your ZAVAZONE® Indoor Adventure Park and the market in which it is located and cannot be predicted in advance. We estimate that your rent will range from $9 to $16 per square foot with a triple net lease, but in some cases could be more. This estimate is based on our affiliate, Zava's, experience owning, operating, and managing one ZAVAZONE® Indoor Adventure Park located in Rockville, Maryland. This initial investment assumes you will rent your location. If you purchase a site for your ZAVAZONE® Indoor Adventure Park, your initial expenses will significantly increase.

Note 4: When a site has been selected by you and accepted by us in writing, you will contract with an architect that has been approved by us. The architect will provide you with a preliminary layout and suggestions for the design of a typical ZAVAZONE® Indoor Adventure Park and then a full set of design plans. You will then need the services of a local licensed architect to detail the layout into construction plans. You will pay for the local architect's services directly. The cost of construction, improvements, or building varies widely by the size of the space, the existing improvements, and local construction rates. For example, if the electrical outlets, bathrooms, and heating/cooling are already completed at the site, your costs for leasehold improvements will be less. Sometimes you may receive a construction allowance from the landlord and if so, the costs may be reduced accordingly. The cost of leasehold improvements does not include "Furniture, Fixtures and Equipment," which are listed separately in the table, but does include sound system wiring and networking. Until a specific site is located and evaluated, a reliable estimate of costs cannot be projected. This estimate is based on our affiliate, Zava's, experience owning, operating, and managing one ZAVAZONE® Indoor Adventure Park located in Rockville, Maryland.

Note 5: These estimates include the cost of all furniture, fixtures, and equipment. Items you will be required to purchase from our approved suppliers include, but are not limited to, storage racks, tables, chairs, lockers, concessions, displays, trampolines, climbing walls, rope courses, obstacle courses, harnesses, and related equipment. This range assumes these items are being purchased new and the costs includes installation.

Note 6: This includes any items needed for the back office and any other office space you will have for on-site staff, including stocking the breakroom and other staff-only areas.

Note 7: This includes software and hardware for your POS/admissions system, e-waiver system, accounting and payroll software, iPads or tablets used with customers, register, network, and other software and hardware used in the business, including any ongoing fees for the first three months. The number of computer stations and certain additional extra equipment will determine the amount of these items. You must purchase the POS/admissions system from our approved supplier and all of the necessary modules that come with the program.

Note 8: This includes the cost of cameras, installation, and three months of monitoring. You must have security cameras capable of recording records of injuries operating 365 days a year during the hours you are operating. We must have access to this system at all times.

Note 9: This expense varies by locale and could be much higher in a metropolitan area.

Note 10: We estimate this to be a three-month supply for socks, cleaning supplies, party favors, wristbands, merchandise, uniforms, T-shirts, beverages for parties, and retail food and drinks.

Note 11: This includes travel, lodging, food, and other related expenses such as a rental car. This amount does not include wages for your employees, for which you are responsible. We do not charge a tuition fee for your initial training.

Note 12: We require you to start advertising your ZAVAZONE® Indoor Adventure Park through social media in advance of opening and through other marketing tactics prior to opening. You will be required to conduct a grand opening marketing campaign for the first three months after opening. We will work with you during training to help you develop a marketing plan at no additional charge.

Note 13: This includes your initial startup expenses during your first three months of operation. This includes rent, payroll, benefits, utilities, additional inventory requirements, supplies, and advertising and marketing costs. This amount does not include Royalty or the System Marketing Fund Fee due to us and also does not include an owner's salary or draw or any expenses that are listed separately in the above table. These figures are estimates, and you may have additional expenses to start your ZAVAZONE® Indoor Adventure Park. Your costs will depend on factors such as how closely you follow our methods and procedures, your management skills, experience and business acumen, local economic conditions, the local

market for your products and services, the prevailing wage rate, competition, and sales levels reached during your initial period of operation.

Note 14: The estimates disclosed in this Item 7 are subject to variations according to geographic location and site. We have relied on our affiliate, Zava's, experience constructing and operating one ZAVAZONE® Indoor Adventure Park in Rockville, Maryland to compile these estimates. This is only an estimate of your initial investment and is based on our estimate of nationwide costs and market conditions prevailing as of the date of this disclosure document. You must bear any deviation or escalation in costs from the estimates that we have given. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. Many factors that are unique to your location can make a dramatic difference in the estimates provided. The availability and terms of financing depend on several factors, including the availability of financing generally, your creditworthiness, collateral you may have, and lending policies of financial institutions.

Note 15: We do not currently offer direct or indirect financing for the initial investment.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your ZAVAZONE® Indoor Adventure Park according to our System Standards Manual and the operational standards as we may establish from time to time, which includes purchasing all products, services, supplies, inventory, equipment, and materials required for the operation of your ZAVAZONE® Indoor Adventure Park from manufacturers, suppliers, or distributors we approve.

Approved Suppliers

Our supplier specifications and standards are described in our System Standards Manual (the "Manual"). Suppliers must meet our specifications and standards as to performance, quality, and appearance. In some instances, we, or our affiliates, may be approved suppliers or the sole approved suppliers for certain products. Our list of approved suppliers may be designated in the Manual or will otherwise be provided to you. We may modify our list of approved brands, products, and suppliers in our discretion, and will notify you of any modification by updates or memoranda or by supplements to the Manual. We have imposed these requirements to assure quality and uniformity of services and products sold to customers. You must also purchase computer software and hardware in accordance with our specifications and from approved suppliers. If you wish to purchase or lease any goods, products, equipment, or supplies from a supplier not approved by us as meeting our specifications, you must first notify us in writing. We may require you to submit sufficient information and samples to determine whether the goods, products, equipment, supplies, or supplier meet our specifications. We will advise you within 60 days of our approval or rejection. (If approval is not received within 60 days, this constitutes a rejection by us.) We periodically establish procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Our criteria for suppliers of specific products are available upon your written request. We may revoke our approval of a supplier at any time in our sole discretion. We have no obligation to approve any request for a new supplier, product, or service.

You must purchase, lease or license from our designated suppliers certain equipment, food and beverage items, music programming, and proprietary computer programs, including the point-of-sale system, business management system, benchmarking and analysis dashboard, and accounting system ("Software"). We or our designated Software vendor may require you to pay a separate license fee for the Software. The purchase of the Software license may include technical support. You may use the Software only on computer equipment and hardware purchased through our approved suppliers ("Computer System") or obtain our written approval to purchase other equipment. (See Item 11 of this Franchise Disclosure Document for more information regarding the Computer System.) You must also purchase trampolines, rigged structures (i.e., climbing and rope obstacles) and foam-fill items for the parkour course and other similar areas from our designated suppliers for use in the operation of your ZAVAZONE® Indoor Adventure Park.

For the fiscal year ended December 31, 2018~~2017~~, neither we nor our affiliate received any revenue from required purchases or leases by franchisees.

We and our affiliate may derive revenue from your required purchases in connection with the operation of your ZAVAZONE® Indoor Adventure Park.

None of our officers has any interest in any other approved supplier, but we retain the right to do so in the future.

We do not have any purchasing or distribution cooperatives as of the date of this disclosure document.

We and our affiliates are not currently approved suppliers or the only approved suppliers of any product or service. We do not currently impose a fee or charge for product/supplier approval, although we reserve the right to do so in the future. We may receive discounts, rebates, commissions, promotional allowances, and other benefits if you buy items from certain suppliers we designate based on the quantities of products you and other franchisees buy. We and our affiliates reserve the right to negotiate with various vendors for quantity discount contracts, which may include rebates under these contracts. We reserve the right in the future to affiliate ourselves with suppliers, and/or receive revenues from purchases made by franchisees. The purchase of products from approved sources will represent approximately 47% to 65% of your overall product purchases in opening your ZAVAZONE® Indoor Adventure Park and 2% to 3% of your overall product purchases in operating the franchise.

We do not provide material benefits to franchisees (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers, but you must use only suppliers we approve.

Insurance

In addition to the purchases or leases described above, you must buy and maintain, at your own expense, insurance coverage that we require and to meet the other insurance-related obligations, all of which are described in detail in Article 12 of the Franchise Agreement. The cost of coverage will vary depending on the insurance carrier's charges, the state where your ZAVAZONE® Indoor Adventure Park is located, terms of payment, and your credit history. All insurance policies must name us and our affiliates as additional insured parties.

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	Article in Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Definitions and Articles 7 and 8 of the Franchise Agreement	Item 11
b. Pre-opening purchases/leases	Articles 8 and 9 of the Franchise Agreement	Items 8 & 11
c. Site development and other pre-opening requirements	Article 8 of the Franchise Agreement	Items 6, 7, & 11

Obligation	Article in Agreement	Item in Franchise Disclosure Document
d. Initial and ongoing training	Articles 7 and 8 of the Franchise Agreement	Item 11
e. Opening	Article 8 of the Franchise Agreement	None
f. Fees	Articles 5, 6 and 11 of the Franchise Agreement and Article 3 of the Area Development Agreement	Items 5 & 6
g. Compliance with standards and policies/System Standards Manual	Article 8 of the Franchise Agreement	Item 11
h. Trademarks and proprietary information	Articles 8 and 10 and **Attachment B** of the Franchise Agreement and **Attachment C** of the Area Development Agreement	Items 13 & 14
i. Restrictions on products/services offered	Articles 8 and 9 of the Franchise Agreement	Items 8 & 16
j. Warranty and customer service requirements	Article 8 of the Franchise Agreement	Item 11
k. Territorial development and sales quotas	Article 4 of the Franchise Agreement and Articles 4, 5, and 16 of the Area Development Agreement	Items 11 & 12
l. Ongoing product purchases	Articles 8 and 9 of the Franchise Agreement	Item 16
m. Maintenance, appearance and remodeling requirements	Articles 3 and 8 of the Franchise Agreement	Item 7, note 2
n. Insurance	Article 12 of the Franchise Agreement	Item 8
o. Advertising	Article 11 of the Franchise Agreement	Item 11
p. Indemnification	Articles 10 and 12 of the Franchise Agreement and Article 14 of the Area Development Agreement	None
q. Owners participation/ Management/staffing	Article 8 of the Franchise Agreement	Item 15

Obligation	Article in Agreement	Item in Franchise Disclosure Document
r. Records/reports	Article 6 of the Franchise Agreement	Items 6 & 17
s. Inspection/audits	Articles 6, 7 and 8 of the Franchise Agreement	Item 6
t. Transfer	Article 15 of the Franchise Agreement and Article 8 of the Area Development Agreement	Item 17
u. Renewal	Article 3 of the Franchise Agreement and Article 2 of the Area Development Agreement	Item 17
v. Post-termination obligations	Articles 10 and 17 of the Franchise Agreement and Articles 7 and 11 of the Area Development Agreement	Item 17
w. Non-competition covenants	Article 14 of the Franchise Agreement and Article 11 of the Area Development Agreement	Item 17
x. Dispute resolution	Article 20 of the Franchise Agreement and Article 21 of the Area Development Agreement	Item 17

ITEM 10: FINANCING

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

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

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

Pre-opening Obligations

Before you open your ZAVAZONE® Indoor Adventure Park, we (or our designee) will provide the following assistance and services to you:

1. Designate your Protected Territory. (See Articles 2.1 and 7.2 of the Franchise Agreement and Attachment A to the Franchise Agreement.)

2. Provide you with specifications and required supplier information for all initial and replacement equipment, tools, inventory, Computer Systems and supplies required for the operation of your ZAVAZONE® Indoor Adventure Park. (See Article 7.2 of the Franchise Agreement).

3. Provide you with Construction Review Services during the construction of your ZAVAZONE® Indoor Adventure Park. Construction Review Services consist of review and acceptance of construction plans for your ZAVAZONE® Indoor Adventure Park and assistance throughout the

construction process to ensure compliance with System Standards. (See Article 7.2 of the Franchise Agreement).

4. Provide you with written site selection guidelines and criteria and such site selection assistance to determine an acceptable location for your ZAVAZONE® Indoor Adventure Park as we have outlined in the System Standards Manual. There are no additional charges for this service. (See Article 7.2 of the Franchise Agreement.)

5. Assist you in your site selection process by granting our acceptance of a proposed site for your ZAVAZONE® Indoor Adventure Park and reviewing and granting our acceptance to a final lease for your ZAVAZONE® Indoor Adventure Park. (See Articles 7.2 and Article 7.6 of the Franchise Agreement). Factors we consider in accepting your site selection are demographics, traffic patterns, parking, and other characteristics including the proposed size of your ZAVAZONE® Indoor Adventure Park, exterior and interior appearance of the building, ease of finding the location, population density, average income, and other characteristics of the surrounding area, natural boundaries, extent of competition, and the amount and size of urban, suburban, and rural areas.

6. Approximately 90 days before the projected opening date ("Projected Opening Date") in your Franchise Agreement or your receipt of all required licenses and permits, whichever comes later, we will conduct 7 days of training at our corporate headquarters in Rockville, Maryland for you, or if you are not an individual, your designated business manager and up to two additional people. You must pay for airfare, lodging, meals, ground transportation, salaries and benefits, and any other personal expenses for yourself and any additional attendees which are incurred during this time. You must complete the required training 30 days before the scheduled opening date unless we designate a different training time frame in our discretion. (See Article 7.3 of the Franchise Agreement).

7. Loan you one copy of or, if electronic, provide you a password to access, our confidential and proprietary System Standards Manual prior to the commencement of your training program. The System Standards Manual consists of one or more manuals, technical bulletins, or other written materials and may be modified by us periodically in our discretion. The System Standards Manual may be in printed or in an electronic format in our discretion. We reserve the right to require you to use an electronic version of the System Standards Manual and to require you to access the document using the Internet or an intranet created and supported by us. You will have the opportunity to view the System Standards Manual at our headquarters before purchasing the Franchise, provided you agree in writing to keep its content confidential. The System Standards Manual contains approximately 318 pages. The Table of Contents for the System Standards Manual is attached to this disclosure document as Exhibit F. (See Article 7.4 of the Franchise Agreement).

8. Provide you with an initial inventory of letterhead and business cards and other startup materials at no additional cost. If you want additional copies, you must pay duplication costs. (See Article 7.3(h) of the Franchise Agreement).

9. Provide you with on-site pre-opening and grand opening assistance for a minimum of five calendar days during the first week of operation of your ZAVAZONE® Indoor Adventure Park. If you request additional opening or additional on-site assistance**,** we may charge you a reasonable fee for such services and you will reimburse us for the additional food, lodging, and transportation expenses incurred by us during the additional time period. (See Article 7.5 of the Franchise Agreement).

Continuing Obligation

During the term of the Franchise Agreement, we (or our designee) will provide the following assistance and services to you:

1. Make a representative available to speak with you on the telephone during regular business hours to discuss your operational experiences and support needs. (See Article 7.5(a) of the Franchise Agreement.)

2. We may choose to provide you with continuing national, regional, or local workshops and seminars, which we hold in our discretion. You must pay the conference fee, if any, and all travel and living expenses. We strongly encourage you to attend these conferences. These conferences are held at a location chosen by us. (See Article 7.7 of the Franchise Agreement.)

3. When we have grown to a sufficient size, in our discretion, we may hold an annual meeting of all franchisees. Attendance will be mandatory at these meetings. You may be required to pay a conference fee and all of the lodging, food, and transportation costs incurred by you and anyone attending with you. (See Article 7.7 of the Franchise Agreement.)

4. Inform you of mandatory specifications, standards, and procedures for the operations of your ZAVAZONE® Indoor Adventure Park, as described in Item 8. (See Article 7.7 of the Franchise Agreement.)

5. Research new Products, Services, and training methods and provide you with information concerning developments of this research. (See Article 7.7 of the Franchise Agreement.)

6. Maintain the System Marketing Fund and use these funds to develop promotional and advertising programs for your ZAVAZONE® Indoor Adventure Park. (See Article 7.7 of the Franchise Agreement.)

7. Provide marketing plans and advertising materials to you in the form of a graphic arts package, which is included in your System Standards Manual. (See Article 7.7 of the Franchise Agreement.)

8. A representative of ours may, at our sole discretion, provide additional assistance. (See Article 7.7 of the Franchise Agreement). There may be additional charges for these services. If we provide additional assistance, we must agree in advance on the charges you will pay and the length of the visit. (See Item 6.)

9. Establishing and managing one or more Local Advertising Cooperatives (See Article 7.7 and Article 11 of the Franchise Agreement.)

We have the right to perform any continuing obligation that the Franchise Agreement imposes on us through our designee, employee, or agent, as we may direct. Except as listed above, we do not provide any additional assistance to you.

Training

Before the opening of your ZAVAZONE® Indoor Adventure Park, we provide an initial training program lasting up to 7 calendar days. The initial training program is usually conducted at our Rockville, Maryland location but the training course may be held elsewhere in the future in our discretion. You must satisfactorily complete the initial training program no later than 30 days prior to the grand opening of your ZAVAZONE® Indoor Adventure Park.

Under the Franchise Agreement, before you begin operating your ZAVAZONE® Indoor Adventure Park, you or, if you are not an individual, a designated business manager must attend and successfully complete to our satisfaction our initial training program. You may have two additional people attend the initial training program. There is no tuition or fee for the initial training program, but you will be responsible for any travel expenses, lodging, meals, ground transportation, or other personal expenses for any person attending the initial training program. The training program will be held after a new franchise agreement has been executed, and before a new franchised location is opened for business.

If the designated business manager's employment with you is terminated, you must designate a new designated business manager who must successfully complete our initial training program within 60 days

after the termination of the initial designated business manager, unless we do not hold an initial training program during that 60-day period, in which case the replacement designated business manager must attend and successfully complete the first available initial training program held by us. You will be charged a $1,500 training fee for a replacement designated business manager and the costs for airfare, ground transportation, lodging, meals, personal expenses, and the designated business manager's salary and benefits must be paid by you.

We may at any time require you or your designated business manager to attend and successfully complete to our satisfaction additional training programs if your ZAVAZONE® Indoor Adventure Park is not being operated in compliance with our System Standards. The cost for this additional training is $400 per trainer, per day plus the costs for airfare, ground transportation, lodging, meals, personal expenses, and the designated business manager's salary and benefits.

Our training program consists of five calendar days of training as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours Of On The Job Training	Location*
Our History and Philosophy	.5	0	Corporate Owned ZavaZone Location
Use of the Manual	.25	0	Corporate Owned ZavaZone Location
Services Provided to You	.25	0	Corporate Owned ZavaZone Location
Pre-Opening Procedures	6	0	Corporate Owned ZavaZone Location
People Development	6	0	Corporate Owned ZavaZone Location
Marketing	6	0	Corporate Owned ZavaZone Location
Sales/Recruitment Procedures	2	5	Corporate Owned ZavaZone Location
Management Procedures	3	18	Corporate Owned ZavaZone Location
Daily Operating Procedures	3	18	Corporate Owned ZavaZone Location
Cleaning and Maintenance Procedures	0	2	Corporate Owned ZavaZone Location
Total Hours	**27**	**43**	
* Our Corporate owned ZavaZone locations are in Rockville, Maryland and Sterling, Virginia			

The initial training program and other ongoing training will be conducted by training personnel under the direction of Joshua Oboler and Joseph Henry. Mr. Henry and Mr. Oboler co-founded the company in January, 2016, and each have over 16 years' experience in conceiving, designing, and managing training programs and other management tools. We may change or substitute training personnel as necessary, and

we may delegate our duties and share our responsibilities with regard to training. In the event a substitute instructor is necessary, we do not currently require that the substitute instructor have a minimum amount of experience.

The System Standards Manual serves as our primary instructional material during our training program.

We may present seminars, conventions, or continuing development programs for the benefit of franchisees. Your attendance is encouraged at regional meetings and mandatory at the annual conventions. You must pay for any conference fee and your travel and living expenses incurred in attending any seminar. (See Item 6.)

Advertising Programs

For the period beginning 30 days before you open your ZAVAZONE® Indoor Adventure Park and continuing through the first 60 days after your ZAVAZONE® Indoor Adventure Park is open and operating, you will spend between $15,000 and $25,000 on advertising, social media, promotions, and public relations efforts.

Local Advertising

On a monthly basis beginning 61 days after you open your ZAVAZONE® Indoor Adventure Park, you must spend the greater of 2% of your total monthly Gross Sales for marketing purposes in your Protected Territory ("Local Advertising Expense"). You must submit monthly reports to us reflecting your local advertising expenditures. These funds are reserved only for marketing, promotions, and advertising of your ZAVAZONE® Indoor Adventure Park. You may not advertise outside your Protected Territory without our approval, which may be withheld at our sole discretion.

Local Advertising Cooperative

We also may designate any geographic area in which two or more ZAVAZONE® Indoor Adventure Parks are located as a region for establishing a local advertising cooperative ("Cooperative"). The members of the Cooperative for any area will consist of all ZAVAZONE® Indoor Adventure Parks, whether franchised or operated by us or our affiliates. We will determine in advance how each Cooperative will be organized and governed and when it must start operation. Each Cooperative will be organized for the sole purpose of administering advertising programs and developing, subject to our approval, promotional materials for use by the members in local advertising. Each Cooperative will decide what its members' required contributions will be. If a Cooperative has been established for a geographic area where your ZAVAZONE® Indoor Adventure Park is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must become a member of the Cooperative and abide by the rules of the Cooperative. We reserve the right to form, change, dissolve, or merge any Cooperative.

If we establish a Cooperative for your area, you must contribute at least 50% of your Local Advertising Expense to the Cooperative's advertising efforts. Your contributions to the Cooperative, if any, will be credited against your Local Advertising Expense obligation during any month. All contributions to the Cooperative will be maintained and administered in accordance with the documents governing the Cooperative. The Cooperative will be operated solely as a conduit for collecting and spending cooperative fees for the purposes outlined above. The Cooperative may not use any advertising or promotional plans or materials without our prior approval.

The amount of contribution will be determined by the members of the Cooperative, subject to our approval. We anticipate that each member will have one vote for each ZAVAZONE® Indoor Adventure Park operated by the member within the geographic area subject to the Cooperative. Each Cooperative shall prepare an annual financial statement reporting its expenditures for the previous year to its members. If a Cooperative is established, we will provide you with a copy of the governing documents. As of December 31, 2017, we do not have any Cooperatives established.

System Marketing Fund

Under the Franchise Agreement, you must contribute on a monthly basis to our System Marketing Fund ("System Marketing Fund Fee") an amount equal to 1% to 3% of your monthly Gross Sales, currently set at 1%. "Gross Sales" means the total selling price of all food, beverages, services, and merchandise sold at or from your ZAVAZONE® Indoor Adventure Park and all income of every other kind and nature related to the ZAVAZONE® Indoor Adventure Park's operation (including income related to off-site parties and rental income, if any), whether for cash or credit and regardless of collection in the case of credit. (See Franchise Agreement, "Definitions" Article, for a complete definition of Gross Sales). You must pay the System Marketing Fund Fee at the same time that you pay your Royalty, based on the amount of Gross Sales you generated in the previous reporting period. We may, at our sole discretion, increase the System Marketing Fund Fee up to 3% of your monthly Gross Sales. We will provide 30 days' advance notice before increasing the System Marketing Fund Fee. ZAVAZONE® Indoor Adventure Parks owned and operated by our affiliate, Zava, may contribute to the System Marketing Fund at the same rate as you, although they are not required to do so.

We will administer the System Marketing Fund. We may use System Marketing Fund contributions in our sole discretion for any purpose relating to sales, marketing, or advertising initiatives or programs that we may adopt from time to time, including sales, marketing, or advertising initiatives or programs that we may adopt periodically, including developing, producing, distributing, and placing advertising, engaging in telemarketing/Internet activities, establishing, maintaining, updating and upgrading one or more websites, obtaining sponsorships and endorsements, and conducting public relations activities. We may, at our option, elect to administer the System Marketing Fund for the combined benefit of one or more ZAVAZONE® Indoor Adventure Parks. The System Marketing Fund will not be used to defray any of our general operating expenses, except for reasonable salaries, administrative costs, and overhead we may incur in activities related to the administration of the System Marketing Fund and its programs, including preparing advertising and marketing materials and collecting and accounting for contributions to the System Marketing Fund. We will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with System Marketing Fund Fees, and the allocation of Marketing Fund monies to production, placement, or other costs and may, among other things, in our sole discretion create and allocate funds for conducting advertising and marketing programs on a national, regional, or local basis. We may use the System Marketing Fund contributions for creating or placing advertisements that are principally for the solicitation for new franchisees. Additionally, we may include in all advertising prepared from System Marketing Fund contributions (including Internet advertising) information concerning franchise opportunities, and a portion of System Marketing Fund contributions may be used to create and maintain one or more websites or interior pages on websites devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates. Although one of the goals of the System Marketing Fund is to maximize general recognition and patronage of the Trademarks for the benefit of all ZAVAZONE® Indoor Adventure Parks, we cannot assure you that your ZAVAZONE® Indoor Adventure Park will benefit directly pro rata from the placement of advertising. System Marketing Fund Fees payable by you will be contributed to the System Marketing Fund. The System Marketing Fund will be accounted for separately from our other funds, but its funds may be deposited in any of our general accounts and commingled with our other funds. We shall not be obligated to credit the System Marketing Fund with interest. We may spend in any fiscal year an amount greater or less than the aggregate contributions of all ZAVAZONE® Indoor Adventure Parks to the System Marketing Fund in that year. The System Marketing Fund may borrow from us or other lenders to cover deficits. The System Marketing Fund may invest any surplus for future use by the System Marketing Fund or use System Marketing Fund monies to repay loans made to the System Marketing Fund by us or other lenders. We do not currently audit the System Marketing Fund. We will prepare annually a statement of monies collected and costs incurred by the System Marketing Fund and furnish you with a copy upon your written request. Except as otherwise expressly provided in your Franchise Agreement, we assume no direct or indirect liability or obligation with respect to the maintenance, direction, or

administration of the System Marketing Fund. We do not act as trustee or in any other fiduciary capacity with respect to the System Marketing Fund.

We did not collect any System Marketing Fund Fees during our last fiscal year. We will not use System Marketing Fund monies to solicit franchisees in our current fiscal year. Neither our affiliate, Zava, nor we receive payments for providing goods or services to the System Marketing Fund, except for reimbursement of expenses as described above.

Except as described above, we are not obligated to spend any amount on advertising in the geographic area where you are or will be located.

As of December 31, 2017, there is no advertising council composed of franchisees that advises the franchisor on advertising policies.

Marketing Resources and Approvals Required

It is a material breach of the Franchise Agreement to use any marketing materials that you do not purchase from our approved supplier without obtaining our prior written approval. If you desire to use your own advertising materials you must obtain our prior approval, which may be granted or denied in our sole discretion. We will review your request and we will respond in writing within 30 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of our logos, Trademarks, and other name identification materials must be consistent with our approved standards. You may not use our logos, Trademarks, and other name identification materials on items to be sold or services to be provided without our prior written approval. If we approve of promotional items or services that will be sold in your ZAVAZONE® Indoor Adventure Park, those items or services must be included in your Gross Sales and will be subject to Royalties, Local Advertising Expense, and the System Marketing Fund Fes.

We retain the sole right to market on the Internet, including all use of websites, domain names, URLs, linking, advertising, and co-branding arrangements. You may not independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols similar to our Trademarks. We intend that any Franchisee website be accessed only through our home page. You will provide us content for our Internet marketing. We retain the right to approve any linking or other use of our website.

Site Selection

You must select the site for your ZAVAZONE® Indoor Adventure Park subject to our consent. You will select the proposed site for the location of your ZAVAZONE® Indoor Adventure Park and, working with either us or a third-party real estate professional approved by us, submit to use the information we need to review the proposed site. Within 30 days after receipt of this information, we will advise you whether the proposed site meets our minimum standards for an acceptable site. Some of the factors that we consider in accepting or rejecting a proposed site include demographics of the trade area, ~~adjacence~~adjacency to retail traffic, number and types of competition, and overall financial terms. We, in our sole discretion, may assist you in locating and obtaining a site; however, you are solely responsible for finding and opening your ZAVAZONE® Indoor Adventure Park within the time frame required by your Franchise Agreement.

If you and we cannot agree upon a site, we may provide you with additional time to locate a site, in our discretion. If we cannot agree on a proposed site, we may elect to terminate the Franchise Agreement and keep the entire Initial Fee.

You will either lease or sublease premises for your ZAVAZONE® Indoor Adventure Park from a landlord, or use property you own. You must investigate the site and have any leases or sale contracts for the site reviewed and approved by your attorney. If you intend to lease a site for your ZAVAZONE® Indoor Adventure Park, you must submit a copy of the proposed lease to us within 30 days of our consent to the site. Within 10 days of signing the lease, you must also provide us with a copy of your lease. The term of

the lease plus all renewal option periods shall together equal or exceed the term of the Franchise Agreement. You and your landlord must also sign a Collateral Assignment of Lease, which is Exhibit F to the Franchise Agreement (Exhibit A to this Disclosure Document), where you agree, with your landlord's approval, to assign your rights to the lease to us if your Franchise Agreement is terminated or expires or if there is a default under the lease.

If you have an Area Development Agreement with us, you may open a ZAVAZONE® Indoor Adventure Park only by signing a Franchise Agreement with us for that specific ZAVAZONE® Indoor Adventure Park location. You will sign a Franchise Agreement for your first ZAVAZONE® Indoor Adventure Park you have agreed to develop at the time you sign the Area Development Agreement. You must submit the information and materials for each proposed ZAVAZONE® Indoor Adventure Park within the timeline required by your Franchise Agreement, which is the same timeline that would apply if you were only developing one ZAVAZONE® Indoor Adventure Park.

You may not relocate the ZAVAZONE® Indoor Adventure Park without our prior written consent. If we approve relocating your ZAVAZONE® Indoor Adventure Park, we will charge you a Relocation Fee equal to 75% of our then-current Initial Fee.

We will consult with you on our current site selection guidelines and provide other site selection counseling, as we deem advisable.

Schedule for Opening

You must sign a lease for your ZAVAZONE® Indoor Adventure Park within six months of signing your Franchise Agreement. We estimate that the typical length of time between signing of the Franchise Agreement and the opening of a new ZAVAZONE® Indoor Adventure Park averages to be between nine and 12 months. Factors affecting the length of time usually include obtaining a satisfactory site, design and architectural drawings, zoning and governmental requirements, financing arrangements, building improvements, and purchase and installation of equipment, fixtures, and signs. The opening of your ZAVAZONE® Indoor Adventure Park may be delayed only if the delay is caused by contingencies not within your control, such as acts of God, governmental restrictions, or strikes or labor disputes. You will use your best efforts to cure any delay and any delay in opening shall be for a period of days equal to the number of days during which the event actually prevents completion. You must notify us of any delays promptly. If you fail to sign the lease for your ZAVAZONE® Indoor Adventure Park within six months of signing your Franchise Agreement, we may terminate your Franchise Agreement.

You must comply with all applicable ordinances, building codes, and permit requirements and with lease requirements and restrictions. You must apply for all required licenses and permits within 120 days after signing the Franchise Agreement. If you do not receive all required licenses, permits, and certifications within nine months of executing the Franchise Agreement, we may terminate the Franchise Agreement and retain all fees and other consideration paid by you. (See Item 5.)

You may not open your ZAVAZONE® Indoor Adventure Park until: (1) we notify you in writing that all of your pre-opening obligations have been fulfilled; (2) initial training is completed to our satisfaction; (3) all amounts due to us have been paid; (4) we have been furnished with copies of all insurance policies and certificates required by the Franchise Agreement, or other documentation of insurance coverage and payment of premiums that we request; (5) you notify us that all approvals and conditions set forth in the Franchise Agreement have been met; (6) you have received all required permits and licenses; (7) you have provided us with a fully executed copy of the lease for your ZAVAZONE® Indoor Adventure Park; and (8) you have ordered, received, and installed your equipment, supplies, uniforms, tools, products, inventory, and Computer System. You must be prepared to begin operating your ZAVAZONE® Indoor Adventure Park immediately after we state that your ZAVAZONE® Indoor Adventure Park is ready for opening.

Software and Computer Equipment

You must purchase and use computer hardware and software required by us for capturing, tracking and analyzing data on customers, sales, marketing campaigns, inventory, business management, accounting, benchmarking and analysis. Currently, you must purchase at least one computer server; between 2–3 POS stations for admissions and 2–3 POS stations for events (Compatible OS – Windows 7 Professional or Windows 8.1 Professional, at least 2GB of memory and for an office station at least 4GB of memory); receipt printer for each POS Station; ticket printers for each POS, stackable ticket stock; magnetic stripe reader for each POS Station; cash drawer for each POS Station; and scanners for each POS Station ("Hardware"). Your Hardware must be capable of running the required business management software (currently, CenterEdge), QuickBooks for accounting, and Qvinci for benchmarking and analysis ("Software"). The Hardware and Software are referred to as the "Computer System." You must update your Computer System, at your expense, as we may require periodically to meet our specifications as they evolve. Upgrades, in some cases, may only be available through our suppliers. We may change the designated suppliers periodically on written notice to you. (See Item 8.)

We estimate the cost of purchasing and licensing the Computer System with an initial three months of ongoing access to the Software will range from $28,434 to $41,418. This includes a licensing fee in the amount of approximately $650 per month for the POS, which is subject to increase, $100 per month for QuickBooks (accounting software), and $35 per month for Qvinci (benchmarking and analysis software). Other than as set forth in the agreements between you and our Software vendors, which you will sign prior to the date you open your ZAVAZONE® Indoor Adventure Park, we have no contractual obligation to provide you with support services, maintenance, repairs, upgrades, or updates.

You will also pay for the security system and its installation, which ranges between $5,000 and $15,000. Technology maintenance expenses are not included in the cost of the Computer System. These are estimated at $0 to $12,000.

You must have sufficient computer skills to be able to operate your Computer System and to access e-mail and the Internet. You must have access to the Internet and maintain an e-mail account that allows us to communicate with you on a regular basis. You must check your e-mail account at least once every day.

We have the right to independently access your electronic information and data through our proprietary data management and intranet system, and to collect and use your electronic information and data in any manner we choose to promote the development of the ZAVAZONE® Indoor Adventure Park System and the sale of franchises. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system.

You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not sue us for any harm caused by these communications and computer-related problems.

ITEM 12: TERRITORY

Protected Territory

Your Franchise Agreement grants you the right to operate a ZAVAZONE® Indoor Adventure Park from a single specified location. Provided you are not in default of any provision of your Franchise Agreement or any other agreement between you and us or any of our affiliates, and subject to our limited reservation of rights below, neither we nor our affiliates will operate a ZAVAZONE® Indoor Adventure Park or offer to franchise another ZAVAZONE® Indoor Adventure Park to any other person within a specified limited distance of the location of your ZAVAZONE® Indoor Adventure Park (the territory within that distance defined as the "Protected Territory") during the term of your Franchise Agreement.

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.

Your Protected Territory is not dependent on your sales volume, market penetration, or other contingency other than you not being in default. The Franchise Agreement does not grant you any right of first refusal, option, or other similar rights in any area outside of your Protected Territory.

The exact geographic boundaries of your Protected Territory will be determined by us and identified in Exhibit A to your Franchise Agreement. Typically your Protected Territory will be described in terms of contiguous zip codes and will include an approximate population of between 150,000 and 300,000 people.

In determining your Protected Territory, we use data from the United States Census, GIS (geographic information systems) and any other data we deem appropriate. Other than the above-described rights within your Protected Territory, your Franchise Agreement does not grant or imply any area, market, or territorial right to you. While we will not establish or franchise other ZAVAZONE® Indoor Adventure Parks within your Protected Territory, we and our affiliates are free to use the Trademarks within your Protected Territory for the sale of any products which may be similar to products offered at your ZAVAZONE® Indoor Adventure Park through other channels of distribution (including Internet, catalog, etc.). These products may include, for example, T-shirts, coffee mugs, baseball caps, and any other products. Also, we and our affiliates are free to operate or license others to operate ZAVAZONE® Indoor Adventure Parks immediately outside your Protected Territory. Other than your above-described rights within your Protected Territory, we and our affiliates are free to operate or license others to operate similar or different businesses under any trade name at any location. We are not required to compensate you if we exercise any of these above-described rights inside your Protected Territory. While your Protected Territory is protected as described above, you may face competition from other franchisees in adjoining Protected Territories, from outlets that we own outside your Protected Territory, from other channels of distribution, or competitive brands that we control.

You may not establish a separate website for your ZAVAZONE® Indoor Adventure Park using the Trademarks, but we will provide you with a web page within our website for your ZAVAZONE® Indoor Adventure Park. You must comply with our requirements related to postings on your web page. You may not change any content on your webpage without our prior written consent.

You may not distribute direct mail or flyers to customers who do not reside in your Protected Territory unless no Protected Area exists for another ZAVAZONE® Indoor Adventure Park within the area you wish to advertise and we approve it. If a ZAVAZONE® Indoor Adventure Park is established in an area that was not assigned at the time you signed your Franchise Agreement, you must immediately stop distributing advertising items in that area. You may receive customers who do not reside within your Protected Territory if those persons did not become customers as a result of direct mail efforts outside of your Protected Territory. The prohibition on direct mail outside of your Protected Territory does not apply to "blast" electronic mail or social media platform communications or marketing that is not directed specifically at prospective customers outside your Protected Territory. In addition, you may advertise in newspapers or by radio or television broadcasts if these advertisements are generally circulated or broadcast throughout your Protected Territory and are never specifically targeted to reach areas outside of your Protected Territory. All advertising must meet our marketing policies, as described in our System Standards Manual. You may not sell products similar to those sold at your ZAVAZONE® Indoor Adventure Park through other channels of distribution (including Internet, catalog, etc.).

We must consent to any relocation of your ZAVAZONE® Indoor Adventure Park and you will be charged a Relocation Fee equal to 75% of our then-current Initial Fee (see Item 6). The factors we consider in accepting or rejecting a proposed relocation site are factors similar to those we use to accept an initial site.

The location of your ZAVAZONE® Indoor Adventure Park Facility may not be changed nor may you operate out of any location other than the location we have accepted within your Protected Territory without our prior written consent. Our consent may be given or withheld in our discretion. Among other things, we will consider the site selection criteria as used for your current location and the affect the proposed move

will have on other franchisees or their protected territories or the boundaries of other territories we would like to sell.

Area Development Agreement

Under an Area Development Agreement, you are granted the right to develop up to three ZAVAZONE® Indoor Adventure Parks solely in a specified Development Area. You will be required to sign a separate Franchise Agreement for each location, under which you will receive a Protected Territory as we determine is appropriate in our sole discretion. During the term of your Area Development Agreement, if you are not in default under the terms of the Area Development Agreement or any other agreement between you and us, including Franchise Agreements, we will not own, operate, franchise, or license to any other franchisee or area developer in the Development Area the right to operate a ZAVAZONE® Indoor Adventure Park. If you fail to meet any of your obligations under your Area Development Agreement or any other agreement between you and us, including Franchise Agreements, we may terminate the Area Development Agreement. The termination of your development rights in the Development Area will not automatically terminate any rights granted under the Franchise Agreements then in effect between you and us, if you are in compliance with those Franchise Agreements. After the expiration or termination of your Area Development Agreement, we may own, operate, franchise, or license others to operate ZAVAZONE® Indoor Adventure Parks anywhere, without restriction, including in your Development Area, except for any Protected Territory under your Franchise Agreements which remain in effect.

You have no options, rights of first refusal, or similar rights to acquire additional franchises except as provided in the Area Development Agreement.

Our Reserved Rights

Despite the grant of a Protected Territory or, if applicable, your Development Area, we reserve the right to:

(i) own, operate, and grant franchises to others to operate businesses offering some or all of the products and services authorized for sale by ZAVAZONE® Indoor Adventure Parks under the Trademarks and/or other trademarks, service marks, and commercial symbols and pursuant to such terms and conditions as we deem appropriate;

(ii) operate, and to grant to other persons and/or entities the right to operate ZAVAZONE® Indoor Adventure Parks at such locations outside your Protected Territory, including in the immediate proximity of your Protected Territory at such times and on such terms and conditions as we deem appropriate;

(iii) sell some or all of the products and services authorized for sale by any of the ZAVAZONE® Indoor Adventure Parks in any channel of distribution and any geographic location and/or to provide management and/or consulting services using the System to businesses and others not operated under the name ZAVAZONE® Indoor Adventure Park;

(iv) purchase, merge, acquire, or affiliate with an existing indoor activity chain or other entity having one or more locations, inside or outside the Protected Territory, and to continue operating, under such other name after the date of such purchase, merger, acquisition, or affiliation;

(v) be acquired (whether through acquisition of assets, ownership interests, or otherwise, regardless of the form of transaction), by a competitor that operates competing businesses, or by another business, even if such business operates, franchises, and/or licenses competing businesses in the Protected Territory; or

(vi) provide, offer, and sell (and license others to provide, offer, and sell) products that are identical or similar to and/or competitive with those provided at or from ZAVAZONE® Indoor Adventure Parks, whether identified by the Trademarks or other marks or service marks, through dissimilar distribution channels (including, without limitation, the Internet or similar electronic media) both inside and outside the Protected Territory.

We are not required to pay you if we exercise any of the rights specified above.

ITEM 13:TRADEMARKS

In the Franchise Agreement, we will grant you the right to operate your ZAVAZONE® Indoor Adventure Park under the name "ZAVAZONE® Indoor Adventure Park." You may also use certain of our other current or future Trademarks to operate your ZAVAZONE® Indoor Adventure Park. The "trademark" includes trade names, Trademarks, service marks and logos used to identify your ZAVAZONE® Indoor Adventure Park. At the time of signing your Franchise Agreement, you will be assigned a specific franchised name (the "Franchised Name") for your ZAVAZONE® Indoor Adventure Park, which will include the name "ZAVAZONE® Indoor Adventure Park." This Franchised Name will then be inserted in Exhibit A of your Franchise Agreement.

Our affiliate, Zava (see Item 1), registered the following trademarks on the United States Patent and Trademark Office ("USPTO") Principal Register. Zava has granted us a perpetual license to sublicense the trademarks. Zava intends to renew the registrations and to file all appropriate affidavits at the appropriate times.

Registration #	Mark	Goods and Services Classification	Registration Date
5140437	ZAVAZONE	Amusement Centers	February 14, 2017
5127710		Amusement Centers	January 24, 2017

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or Trademark Administrator of any state, or of any court, nor any pending interference, opposition, or cancellation proceedings or material litigation involving the Trademarks in the table above.

There are no agreements which significantly limit our rights to use or license the Trademark in the table above in any manner material to the franchise. We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the Trademark.

You may only use the Trademark in the manner prescribed, directed, and approved by us in writing. If, in our judgment, your use of our Trademark infringes upon or demeans the goodwill, standards of quality, or uniformity, or business standing associated with our Trademark, you will be required to immediately modify your use of the Trademark in the manner prescribed by us in writing. You will not use the word ZAVAZONE® in your corporate, partnership, limited liability company, or sole proprietorship name and you will not attempt to register or otherwise obtain an interest in any Internet domain name containing any of our Trademarks or any other word, name, or symbol which is similar to or likely to cause confusion with any of our Trademarks.

If it becomes advisable at any time for us and/or you to modify or discontinue use of our trademark and/or use one or more additional or substitute Trademarks, service marks, or trade dress, you must comply with our directions within a reasonable time after notice. We will have no liability or obligation with respect to any such required modification or discontinuance of any trademark or the promotion of a substitute trademark, service mark, or trade dress.

You must give us prompt written notice of any and all claims or complaints made against or associated with our Trademarks and will, without compensation, cooperate in all respects with us in any lawsuits or other proceedings involving our Trademarks. We will have sole discretion to take such action as we deem

appropriate and will have the right to control exclusively any litigation or USPTO proceeding arising out of any such infringement, challenge, or claim or otherwise relating to our Trademarks. You must sign any and all documents, render such assistance and do such things as may be advisable in the opinion of our legal counsel to protect our interests in any litigation or USPTO proceeding or otherwise to protect our interest in our Trademarks.

We will indemnify you against and hold you harmless from any damages for which you are held liable as a result of a claim that your authorized use of our Trademarks according to and in compliance with your Franchise Agreement infringes on the rights of another person provided that you have timely notified us of such claim as required in your Franchise Agreement.

Except as described above, we are not obligated to protect your rights to use our Trademarks or to protect you against claims of infringement or unfair competition.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise.

We claim copyrights in the System Standards Manual and advertising materials and related items used in operating the franchise. These copyrights have not been registered with the United States Registrar of Copyrights.

The System Standards Manual, which is described in Item 11, and other materials we possess contain our confidential information. This information includes site selection criteria; methods, formats, specifications, standards, systems, procedures and sales and marketing techniques used, and knowledge of and experience, in developing and operating ZAVAZONE® Indoor Adventure Parks; marketing and advertising programs for ZAVAZONE® Indoor Adventure Parks; knowledge of specifications for and suppliers of certain fixtures, furnishings, equipment, products, materials, and supplies; and knowledge of the operating results and financial performance of ZAVAZONE® Indoor Adventure Parks other than your ZAVAZONE® Indoor Adventure Park.

All ideas, concepts, techniques, or materials relating to ZAVAZONE® Indoor Adventure Parks (including any specific to your ZAVAZONE® Indoor Adventure Park), whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your owners, must be promptly disclosed to us, will be considered our property and part of the System and will be considered to be works made-for-hire for us. You and your owners must sign whatever documents we request to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, techniques, or materials.

You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others. We require all of your employees, including your managers, to sign our then-current form of Confidentiality Agreement in the form attached as Exhibit G to this disclosure document.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials; nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the ZAVAZONE® System.

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

We consider your personal participation, supervision, and devotion of your best efforts in the day-to-day operations of your ZAVAZONE® Indoor Adventure Park essential to the success of your ZAVAZONE®

Indoor Adventure Park. Accordingly, you must actively participate in the management and supervision of your ZAVAZONE® Indoor Adventure Park. Your ZAVAZONE® Indoor Adventure Park must at all times be under your direct, on premises supervision. You may appoint a single individual who meets our requirements for experience and management qualifications to assist you in personally overseeing the on-premises management of your ZAVAZONE® Indoor Adventure Park. Your ZAVAZONE® Indoor Adventure Park must also be staffed by a sufficient number of competent and properly trained employees. Although we currently do not have specific educational and experience requirements, you must attend and successfully complete our required training programs prior to commencing to manage your ZAVAZONE® Indoor Adventure Park (see Item 11). Only you, or, if you are an entity, then your designated business manager in charge of the on-premises supervision for the ZAVAZONE® Indoor Adventure Park must complete our initial training program, however, up to two additional individuals may also attend initial training. You must implement all reasonable procedures we prescribe periodically to prevent unauthorized use or disclosure of our Trademarks and Confidential Information, including the use of nondisclosure agreements with your officers, directors, managers, assistant managers, and other employees.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Franchise Agreement provides that you must sell all goods and services that we require. We may, in our discretion and from time to time, change the types of authorized goods and services which you must sell. There are no limits on our rights to make these changes. Furthermore, you are prohibited from offering or selling any goods or services not authorized by us and from using the premises for any other purposes other than the operation of a ZAVAZONE® Indoor Adventure Park. You are not limited in the customers to whom you may sell goods and services. We require that you comply with the standards in our System Standards Manual and any other standards we may from time to time modify or implement.

You must comply with all of our standards as modified periodically (whether contained in the System Standards Manual or any other communication) relating to the appearance, function, cleanliness, or operation of a ZAVAZONE® Indoor Adventure Park, including (a) advertising and promotional programs; (b) point-of-sale systems; (c) appearance and dress of employees; (d) services and products offered to customers; (e) safety, maintenance, appearance, cleanliness, sanitation, standards of services, and operation of your ZAVAZONE® Indoor Adventure Park; (f) days and hours of operation; and (g) bookkeeping, accounting and recordkeeping systems and forms.

Your Internet marketing activities must conform to your Franchise Agreement and our System Standards Manual. You must operate your ZAVAZONE® Indoor Adventure Park in full compliance with all applicable laws, ordinances, and regulations, including all laws relating to the safety and security of the customers of your ZAVAZONE® Indoor Adventure Park, and must not discriminate, directly or indirectly, against any customers or potential customers due to their race, color, religion, sex, national origin, or other legally protected classification.

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services.

ITEM 17: THE FRANCHISE RELATIONSHIP

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

Franchise Agreement

Provision	Article in Franchise Agreement	Summary
a. Length of the franchise term	Article 3	From the date you sign your Franchise Agreement to the date that is 10 years from the date you open your ZAVAZONE® Indoor Adventure Park.
b. Renewal or extension of the term	Article 3	Following the Initial Term, provided you meet certain conditions, we will grant you the option to request to execute up to two (2) successive Successor Franchise Agreements, each for a five (5) year term.
c. Requirements for franchisee to renew or extend	Article 3	Sign then-current Franchise Agreement, (which may contain materially different provisions than the original Franchise Agreement), ancillary forms and agreements. You must give us written notice of your intent to sign a Successor Franchise Agreement no later than 180 days, but no more than 240 days, before the expiration date of your then current agreement. You must also be current in payments, in compliance with your current agreement, sign a release, and pay the Successor Franchise Fee.
d. Termination by you	Not Applicable	
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	Article 17	We can terminate upon certain violations of the Franchise Agreement by you.
g. "Cause" defined—defaults which can be cured	Article 17	You have 30 days to cure: failure to maintain operating procedures and standards; failure to obtain Franchisor's prior written approval as required by the Franchise Agreement; failure to comply with requirements of the System Standards Manual; default under any Lease term of the ZAVAZONE® Indoor Adventure Park or any other premises used to operate the Business, any other franchise agreement with Franchisor or any agreement material to the Business; failure to submit required reports when due; failure to accurately report required information; failure to comply with any provision of the Franchise Agreement or any specification, standard or operating procedure and Franchisee does not correct the failure within specified period of time after receipt of written notice from Franchisor.

Provision	Article in Franchise Agreement	Summary
h. "Cause" defined—non-curable defaults	Article 17	Non-curable defaults: failure to open on or before projected opening date; unauthorized disclosure of any part of Franchisor's System Standards Manual, Confidential Information or Trade Secrets; abandonment of the ZAVAZONE® Indoor Adventure Park for five consecutive days or any shorter period that indicates an intent to discontinue operation of the Business, unless due to causes beyond your control; you are declared bankrupt or insolvent; you have a material judgment or judgments against you that remain unsatisfied or of record for 30 days or longer, execution is levied against your ZAVAZONE® Indoor Adventure Park, or the real or personal property of your ZAVAZONE® Indoor Adventure Park shall be sold after levy by a sheriff; you, your designated business manager, or any owner of greater than 10% of the Franchisee entity is charged or convicted of a felony charge, a crime involving moral turpitude, a crime against a child, or any other crime or charge that may materially and unfavorably affect the System, Trademarks, goodwill, or reputation thereof; failure to pay amounts due Franchisor or Affiliates within 10 days after receipt of notice that amounts are overdue; failure to correct misuse or failure to follow Franchisor's guidelines concerning use of the Trademarks after notification from Franchisor; receipt of two notices of default under the Franchise Agreement within a 12-month period whether or not such failure to comply is corrected; unauthorized sale, transfer, or assignment of the ZAVAZONE® Indoor Adventure Park or an interest therein, the Franchise Agreement or a portion of the assets of the ZAVAZONE® Indoor Adventure Park; understatement by more than 2% of your Gross Revenue on two or more occasions during the Term unless you can demonstrate such understatements were from inadvertent error; failure to submit any required information or late submission on two or more occasions during the Term or any Successor Term; the sale or offer for sale of any unauthorized merchandise, product, or service, engagement in unauthorized business, or sale of unauthorized products or services under the Trademarks or a name or mark that is confusingly similar to the Trademarks; you contest in court or any proceeding the validity of or Franchisor's ownership of the Trademarks or copyrighted materials; an action to merge, consolidate, dissolve or liquidate a Franchisee business entity without Franchisor's prior written consent; failure to successfully complete any training or re-training course; receipt during the Term or any Successor Term of three or more notices of default from Franchisor whether or not such defaults were corrected; any misrepresentation under Article 1.9 of the

Provision	Article in Franchise Agreement	Summary
		Franchise Agreement or violation of Anti-Terrorism Laws by you, your designated business manager, or your owners, officers, directors, managers, members, partners, agents or employees.
i. Your obligations on termination/non-renewal	Articles 10, 12, 14 & 17	Obligations include complete de-identification, payment of amounts due, including, but not limited to liquidated damages, and return of System Standards Manual, all Confidential Information, Trade Secrets and records.
j. Assignment of contract by us	Article 15	No restriction on our right to assign. 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.
k. "Transfer" by you – definition	Article 15	Includes transfer of contract or assets or ownership change.
l. Our approval of transfer by franchisee	Article 15	We have the right to approve all transfers.
m. Conditions for our approval of transfer	Article 15	New franchisee qualifies, Transfer Fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee.
n. Our right of first refusal to acquire your business	Article 16	We can match any offer for your business.
o. Our option to purchase your business	Article 16	We may, but are not required to, purchase your inventory and equipment at fair market value if your Franchise is terminated for any reason.
p. Your death or disability	Article 15	Your estate or legal representative must apply to us for the right to transfer to the next of kin within 180 days of your death or disability.
q. Non-competition covenants during the term of franchise	Article 14	No involvement in competing business anywhere in US.

Provision	Article in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Articles 14, 17	For a period of two years after expiration or termination no competing business within: (i) the premises in which your former ZAVAZONE® Indoor Adventure Park was located; (ii) the Protected Territory; (iii) a radius of 20 miles around the Protected Territory; or (iv) a radius of 20 miles from any business that is owned by us or any of our affiliates or that is franchised by us that is the same as or similar to a ZAVAZONE® Indoor Adventure Park.
s. Modification of agreement	Articles 2, 3 & 21	No modifications of Franchise Agreement during term generally, but System Standards Manual subject to change. Modifications permitted on renewal.
t. Integration/merger clause	Article 21	Only the terms of the Franchise Agreement are binding (subject to state law); Any representations or promises outside of this disclosure document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 20	Except for certain claims, all disputes are subject arbitration in Delaware.
v. Choice of forum	Articles 20 & 21	Litigation and arbitration must be in Delaware except as provided in a State Specific Addendum.
w. Choice of law	Articles 20.3 & 21.1	Delaware law applies, except as provided in a State Specific Addendum.

Area Development Agreement

Provision	Article in Area Development Agreement	Summary
a. Length of the franchise term	Article 2	The earlier of a date mutually agreed upon or completion of the development schedule.
b. Renewal or extension of the term	Not Applicable	
c. Requirements for franchisee to renew or extend	Not Applicable	
d. Termination by you	Not Applicable	
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	Article 7	We can terminate upon certain violations of the Area Development Agreement by you.
g. "Cause" defined—defaults which can be cured	Not Applicable	
h. "Cause" defined—non-curable defaults	Articles 7.1 and 7.3	We can terminate if you fail to comply with the development schedule; fail to perform your obligations under the Area Development Agreement or any individual Franchise Agreement; cease to be a franchisee in good standing; fail to comply with the transfer provisions in the Area Development Agreement; we terminate any individual Franchise Agreement you have with us
i. Your obligations on termination/non-renewal	Article 10.1 and 11.4	You must continue to keep our confidential information confidential; abide by all post-term non-competition obligations; abide by non-solicitation obligations,
j. Assignment of contract by us	Article 8.1	No restriction on our right to assign.
k. "Transfer" by you – definition	Article 8.2	Includes transfer of contract or assets or ownership change.
l. Our approval of transfer by developer	Article 8.2	We have the right to approve all transfers.

Provision	Article in Area Development Agreement	Summary
m. Conditions for our approval of transfer	Article 8.4	You are current on all monetary obligations to us, our affiliates, and suppliers; you are not in default under any Franchise Agreements or any other agreements between us; you sign a general release in our favor; the transferee entered into a written assignment and all principals guaranty the performance of all obligations under the Area Development Agreement; transferee meets our then-current requirements for a System developer; transferee signs our then-current form of Area Development Agreement; you pay the Transfer Fee.
n. Our right of first refusal to acquire your business	Article 8.4	We can match any offer for your business.
o. Our option to purchase your business	Not Applicable	
p. Your death or disability	Not Applicable	
q. Non-competition covenants during the term of franchise	Article 11.3	No involvement in competing business anywhere in US.
r. Non-competition covenants after the franchise is terminated or expires	Article 11.4	For a period of two years after expiration or termination no competing business within: (i) the premises in which your former ZAVAZONE® Indoor Adventure Park was located; (ii) the Protected Territory; (iii) a radius of 20 miles around the Protected Territory; or (iv) a radius of 20 miles from any business that is owned by us or any of our affiliates or that is franchised by us that is the same as or similar to a ZAVAZONE® Indoor Adventure Park.
s. Modification of agreement	Article 22	No modifications of Franchise Agreement during term generally, but System Standards Manual subject to change.
t. Integration/merger clause	Article 12	Only the terms of the Franchise Agreement are binding (subject to state law); Any representations or promises outside of this disclosure document and the Area Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 21.2	Except for certain claims we may bring in court, disputes must be resolved through arbitration.
v. Choice of forum	Article 21	Arbitration must be in Delaware. Except as provided in a State Specific Addendum, we may seek injunctive relief or any other kind of equitable relief in a court of competent jurisdiction.

Provision	Article in Area Development Agreement	Summary
w. Choice of law	Article 18	Delaware law applies, except as provided in a State Specific Addendum.

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances. Actual results will vary from location to location, and we cannot estimate the results of any particular franchisee.

As of the issuance date of this disclosure document, two affiliate-owned ZAVAZONE® Indoor Adventure Parks were open and operating. The first, owned and operated by our affiliate Zava Zone Rockville, opened on April 2, 2016 in Rockville, Maryland ("Rockville Adventure Park"). The second, owned and operating by our affiliate Zava Zone Sterling, opened on November 4, 2017 in Sterling, Virginia ("Sterling Adventure Park"). ~~As the Sterling Adventure Park location has, as of the date of this disclosure document, experienced only approximately five months of operations, this financial performance representation, including the chart below and all accompanying notes, includes information relating only to the Rockville Adventure Park.~~ The Rockville Adventure Park is 27,500 square feet in size, where the ideal size for a new ZAVAZONE® Indoor Adventure Park is between 25,000 and 30,000 square feet. The Rockville Adventure Park also offers substantially the same services and amenities that a franchised ZAVAZONE® Indoor Adventure Park will offer.

AVERAGE *MONTHLY*[1] GUESTS, GROSS SALES, AND SELECT EXPENSES
(2018~~2017~~ Calendar Year)

Rockville, MD ZAVAZONE® Indoor Adventure Park

Guests[2]	Gross Sales[3]	Rent Expense[4]	Employee Salaries[5]	Utilities[6]	Royalty Fees[7]	Marketing Fund[7]
7,515	$220,664	$39,752	$57,043	$4,861	$13,240	$2,207

Sterling, VA ZAVAZONE® Indoor Adventure Park

Guests[2]	Gross Sales[3]	Rent Expense[4]	Employee Salaries[5]	Utilities[6]	Royalty Fees[7]	Marketing Fund[7]
5,713	$171,261	$31,284	$53,774	$4,117	$10,276	$1,713

AVERAGE *ANNUAL* GUESTS, GROSS SALES, AND SELECT EXPENSES (2018 Calendar Year)

Rockville, MD ZAVAZONE® Indoor Adventure Park

Guests[2]	Gross Sales[3]	Rent Expense[4]	Employee Salaries[5]	Utilities[6]	Royalty Fees[7]	Marketing ~~Fund~~[8]Fund[7]
~~8,525~~90,178	$~~271,688~~2,647,966	$~~38,992~~477,020	$~~66,381~~684,514	$~~4,824~~58,327	$~~16,301~~158,878	$~~2,716~~26,480

Sterling, VA ZAVAZONE® Indoor Adventure Park

Guests[2]	Gross Sales[3]	Rent Expense[4]	Employee Salaries[5]	Utilities[6]	Royalty Fees[7]	Marketing Fund[7]
68,551	$2,055,136	$375,413	$645,293	$49,403	$123,308	$20,551

Notes:

Note 1. The numbers disclosed in the above chart were derived by taking the annual total for each category, as defined below, for the full 2018~~2017~~ calendar period and dividing the total by 12 (that is, the number of months in a year), in order to obtain the above monthly average amounts.

Note 2. The number of "Guests" represents the number of participating individuals that checked in to play at the Rockville Adventure Park~~.~~ and Sterling Adventure Parks, respectively.

Note 3. "Gross Sales" means the total of all receipts derived from all sales of products and services in connection with the operation of your ZAVAZONE® Indoor Adventure Park, including sales made away from your ZAVAZONE® Indoor Adventure Park, insurance claims for lost profits to the extent a claim is paid by the insurer, and all other products and services sold or performed by or for you or your ZAVAZONE® Indoor Adventure Park or by means of the business conducted under this Agreement, whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property, or other means of exchange.

Note 4. The amounts included in the "Rent Expense" category include all regular monthly charges under the lease agreement as well as CAM charges, but exclude any property taxes, repair or maintenance expenses, and any other occupancy costs not expressly listed.

Note 5. The amounts included in the "Employee Salaries" category include the base, gross, salary amounts paid to ~~Rockville Adventure Park~~park employees. This amount excludes payroll taxes, benefits, bonus payments, contract labor, and any other labor or employee-related costs not expressly listed. We typically recommend that on low attendance days, the Indoor Adventure Park include a staff of at least one manager, six coaches, and one cashier (who also serves as a greeter). On high capacity days, we typically recommend that the Indoor Adventure Park include a staff of two managers, 15 coaches, four party hosts, two cashiers, and one greeter (who can also help as a cashier). These are the general guidelines typically followed by the Rockville Adventure Park~~.~~ and the Sterling Adventure Park.

Note 6. The "Utilities" category in the above chart includes all electricity and gas expenses as well as trash removal, but does not include water charges.

Note 7. Our affiliate-owned locations do not pay Royalty Fees or contribute to the Marketing Fund as franchised locations are required to do so, the above represents a 6% of Gross Sales Royalty Fee rate and a 1% of Gross Sales Marketing Fund contribution as currently set in the franchise agreement. While we currently impose only a 1% of Gross Sales Marketing Fund contribution, the franchise agreement grants us the right to increase this to up to 3% of Gross Sales. Concurrently with the opening of franchised locations, our affiliates also intend to contribute to the Marketing Fund at the same rate as franchisees for each affiliate-owned ZAVAZONE® Indoor Adventure Park.

Note 8. These are not the only costs or expenses of operating a ZAVAZONE® Indoor Adventure Park. Other types of expenses that you will incur include inventory, marketing, office supply, repair and maintenance, janitorial, phone, music, and cable, legal, party supply, and other various controllable and non-controllable expenses, including cash and non-cash expenses, including depreciation and amortization; loan interest expenses; and income taxes. In developing your business plan, you should make appropriate allowances for these as well as various other expenses not listed or included in this Item 19. We recommend you speak with legal and business advisors to independently develop your own business plan. Your revenues and financial performance may vary significantly depending on a number of factors, including the location of your ZAVAZONE® Indoor Adventure Park and how you operate your business.

The financial information in this Item 19 has been reported to us by ~~Zava~~our affiliate and ~~has~~have not been audited.

These ~~figuers~~figures are only ~~estitmates~~estimates of what we think you may earn. Your individual results may differ. There is no assurance that you'll earn as much.

Monthly revenue and monthly customer traffic will vary from ZAVAZONE® Indoor Adventure Park to ZAVAZONE® Indoor Adventure Park, depending upon a variety of factors, such as the ZAVAZONE® Indoor Adventure Park's size and geographic location, competition from other similar parks in the market, rental or real estate costs, costs of goods sold, labor costs, and other costs relating to the operation of the ZAVAZONE® Indoor Adventure Park. Therefore, the financial performance information in this Item 19 should be used only as a reference to conduct your own analysis.

This financial performance information is not based upon the experience of franchised ZAVAZONE® Indoor Adventure Parks since, as of the issuance date of this disclosure document, no franchised locations were open and operating. We strongly urge you to consult with your financial advisor or personal accountant concerning the financial analysis that you should make in determining whether or not to purchase a ZAVAZONE® Indoor Adventure Park franchise.

This Item 19 consists of historical performance figures for ZAVAZONE® Indoor Adventure ~~Park~~Parks. Historical performance information may not correspond to future ~~perforance~~performance information due to a variety of factors. As with most businesses, the initial financial performance of your ZAVAZONE® Indoor Adventure Park is likely to be less favorable than the location represented in the Item 19.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize 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 our management by contacting Josh Oboler, 11820 Parklawn Drive, Suite 230, Rockville, Maryland 20852; (PH) 301.230.0901, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No.1
Systemwide Summary
For Years ~~2015~~2016 to 2018~~2017~~

Outlet Type	Year	Outlet at the Start of the Year	Outlet at the End of the Year	Net Change
Franchised	2016~~2015~~	0	0	0
	2017~~2016~~	0	0	0
	2018~~2017~~	0	0	0
Company-Owned	2016~~2015~~	0	~~0~~1	~~0~~+1
	2017~~2016~~	~~0~~1	~~1~~2	+1
	2018~~2017~~	~~1~~2	2	~~+1~~0
Total Stores	2016~~2015~~	0	~~0~~1	~~0~~+1
	2017~~2016~~	~~0~~1	~~1~~2	+1
	~~2017~~2018	~~1~~2	2	~~+1~~0

Table No. 2
Transfers of Outlets from Franchisee to New Owners (Other than the Franchisor)
For Years ~~2015~~2016 to 2018~~2017~~

State	Year	Number of Transfers
ALL STATES TOTAL	2016~~2015~~	0
	2017~~2016~~	0
	2018~~2017~~	0

Table No. 3
Status of Franchised Outlets
For Years ~~2015~~2016 to ~~2017~~2018

State	Year	Outlet at the Start of the Year	Outlet Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlet at the End of the Year
TOTAL	2016~~20 15~~	0	0	0	0	0	0	0
	~~2016~~20 17	0	0	0	0	0	0	0
	2018~~20 17~~	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Outlets
For Years ~~2015~~2016 to ~~2017~~2018

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Maryland	~~2015~~2016	0	~~0~~1	0	0	0	~~0~~1
	2017~~2016~~	~~0~~1	~~1~~0	0	0	0	1
	2018~~2017~~	1	0	0	0	0	1
Virginia	~~2015~~2016	0	0	0	0	0	0
	~~2016~~2017	0	~~0~~1	0	0	0	~~0~~1
	2018~~2017~~	~~0~~1	~~1~~0	0	0	0	1
TOTAL	~~2015~~2016	0	~~0~~1	0	0	0	~~0~~1
	2017~~2016~~	~~0~~1	1	0	0	0	~~1~~2
	2018~~2017~~	~~1~~2	~~1~~0	0	0	0	2

Table No. 5
Projected Openings
As of December 31, ~~2017~~2018

State	Franchise Agreements Signed But Store Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Texas	1	1	0
Oregon	~~0~~1	1	0
Virginia	~~0~~1	1	0
TOTAL	~~0~~3	~~2~~3	0

Exhibit C to this disclosure document lists the name and last known city, state and business telephone number (or, if unknown, home telephone number) of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Attached as Exhibit C to this disclosure document is a list of all the names and addresses of our franchised ZAVAZONE® Parks as of December 31, ~~2017~~2018. There are none.

During the last three fiscal years, no franchisees have signed confidentiality clauses that would restrict their ability to openly communicate with you. As the franchise system grows, franchisees may be required to sign confidentiality clauses. Confidentiality clauses may restrict current and former franchisees from speaking openly about their experience with the ZAVAZONE® Park franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

As of the date of this disclosure document, no trademark-specific franchisee organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21: FINANCIAL STATEMENTS

We have not been in business for three years or more and cannot provide three years of financial statements, which we would be required to provide had we been in business for at least three years.

Attached to this disclosure document as Exhibit J are ~~the following financial statements:~~

~~1.~~ our audited balance ~~sheet~~sheets as of December 31, 2017 and December 31, 2018 and the related statement of operations, changes in members' equity, and cash flows for the ~~period March 1, 2017 (inception) through December 31, 2017, and~~

~~2. our unaudited balance sheet as of March 31,~~ years then-ended~~2018, and our statement of profit and loss for the period beginning January 1, 2018 through March 31, 2018~~.

Our fiscal year end is December 31.

ITEM 22: CONTRACTS

This disclosure document includes a sample of the following contracts:

Exhibit A -	Franchise Agreement
Exhibit B -	Area Development Agreement
Exhibit D -	Specific State Addendum
Exhibit G -	Non-disclosure and Non-competition Agreement
Exhibit H -	Franchisee Compliance Certification
Exhibit I -	Form of General Release

ITEM 23: RECEIPTS

Two copies of an acknowledgement of your receipt of this disclosure document are attached as Exhibit K to this disclosure document.

EXHIBIT A

FRANCHISE AGREEMENT FOR THE OPERATION OF A ZAVAZONE® INDOOR ADVENTURE PARK

ZAVA ZONE LG, LLC

FRANCHISE AGREEMENT

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A. Protected Territory, Initial/Successor Franchise Fee and Projected Opening Date
B. Principal Owner's Guaranty
C. Statement of Ownership
D. EFT Authorization
E. Principal Owner's Statement
F. Collateral Assignment of Telephone Numbers, Telephone Listings, and Internet Addresses
G. Lease Addendum and Collateral Assignment of Lease

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is made this _____ day of _____, 20_____, by and between **Zava Zone LG, LLC**, a Delaware limited liability company ("Franchisor") with its principal office at 11820 Parklawn Drive, Suite 230, Rockville, Maryland 20852 and _____, a _____ ("Franchisee") with its principal office at _____.

RECITALS

WHEREAS, Franchisor has developed a comprehensive proprietary system for the operation of an indoor adventure park;

WHEREAS, Franchisee acknowledges the benefits to be derived from being identified with the System, and also recognizes the value of the Trademarks, as hereinafter defined, and the continued uniformity of image to Franchisee, Franchisor, and other franchisees of Franchisor; and

WHEREAS, Franchisee is aware of the foregoing and is desirous of obtaining the right to use the System and in association therewith, the right to use the Trademarks, and wishes to be assisted, trained, and franchised to operate a ZAVAZONE® Indoor Adventure Park pursuant to the provisions and within the Protected Territory specified in this Agreement, subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, the parties therefore agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following are hereby defined:

(a) "Agreement" means this agreement, all exhibits and attachments, and any amendments hereto, now or in the future.

(b) "Affiliate" means any person or entity that controls, is controlled by, or is in common control with, Franchisor or Franchisee.

(c) "ZAVAZONE® Indoor Adventure Park" means the business operations associated with the System and the Trademarks conducted or to be conducted by Franchisee.

(d) "Confidential Information" means Franchisor's proprietary and confidential information relating to the development and operation of a ZAVAZONE® Indoor Adventure Park using the Trademarks and System, including, but not limited to: (1) site selection criteria for a ZAVAZONE® Indoor Adventure Park; (2) sales, marketing and advertising programs for, and information pertaining to ZAVAZONE® Indoor Adventure Parks using the Trademarks and System; (3) all information, knowledge, and know-how, including, without limitation, drawings, materials, equipment, methods, procedures, specifications, techniques, computer programs, systems, and other data which Franchisor copyrights or designates as confidential and proprietary, including, but not limited to, information on suppliers, goods and services, the System Standards Manual, and construction plans and specifications; (4) knowledge of operating results and financial performance of ZAVAZONE® Indoor Adventure Parks using the Trademarks and System; (5) training programs and all other information relating to the management and operation of a ZAVAZONE® Indoor Adventure Park using the Trademarks and System; (6) computer systems and software programs; (7) all information pertaining to customers of ZAVAZONE® Indoor Adventure Parks, regardless of whether collected by Franchisor, Franchisee or third parties, through the POS, on the Internet, at the ZAVAZONE® Indoor Adventure Park or otherwise; and (8) knowledge or know-how concerning the System or the methods of operation of a ZAVAZONE® Indoor Adventure Park using the Trademarks and System.

(e) "Construction Review Services" means all services provided by Franchisor relating to the review and approval of construction plans for the ZAVAZONE® Indoor Adventure Park and assistance throughout the construction process prior to the date Franchisee is authorized to open the ZAVAZONE® Indoor Adventure Park for business. The Construction Review Services are more fully defined in the System Standards Manual and may be modified periodically by Franchisor in Franchisor's sole discretion.

(f) "Convention Fee" means the fee Franchisee pays Franchisor to attend conferences, meetings, seminars and/or workshops.

(g) "Franchise" shall mean the business operations conducted or to be conducted using Franchisor's System and in association therewith the Trademarks.

(h) "Franchisor's System" or "System" means the standards, systems, concepts, identifications, methods, and procedures developed or used by Franchisor, or which may hereafter be developed or used by Franchisor, for the sales and marketing of Franchisor's Services and Products.

(i) "Gross Sales" means the total of all receipts derived from all sales of Products and Services in connection with the operation of your ZAVAZONE® Indoor Adventure Park, including sales made away from your ZAVAZONE® Indoor Adventure Park, insurance claims for lost profits to the extent a claim is paid by the insurer, and all other products and services sold or performed by or for you or your ZAVAZONE® Indoor Adventure Park or by means of the business conducted under this Agreement, whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property, or other means of exchange. Gross Sales do not include:

(i) the amount of any tax imposed by any federal, state, municipal, or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by Franchisee to the appropriate governmental authority; and

(ii) all customer refunds, valid discounts and coupons, and credits made by the ZAVAZONE® Indoor Adventure Park (exclusions will not include any reductions for credit card user fees, returned checks, or reserves for bad credit or doubtful accounts).

Gross Sales shall be deemed received by Franchisee at the time the Services or Products from which they were derived are delivered or rendered or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on a customer's personal check) actually has been received by Franchisee. Gross Sales consisting of property, Products, or Services shall be valued at the retail prices applicable and in effect at the time that they are received.

(j) "Lease" means any agreement (whether oral or written) under which the right to occupy a ZAVAZONE® Indoor Adventure Park has been obtained, and any amendment made thereto from time to time, including without limitation, any offer to lease, license, or lease agreement. Franchisee acknowledges and agrees that before any Lease will be accepted by Franchisor, the Lease must incorporate the terms of the Lease Addendum attached to this Agreement as Attachment G.

(k) "Trademarks" means "ZAVAZONE®" together with such other trade names, trademarks, symbols, logos, distinctive names, service marks, certification marks, logo designs, insignia, or otherwise which may be designated by Franchisor from time to time as part of the System for use by Franchisees, and not thereafter withdrawn.

(l) "System Standards Manual" means, but is not limited to, collectively, all directives, books, pamphlets, bulletins, memoranda, order forms, packing slips, invoices, letters, e-mail, Internet or intranet data, or other publications, documents, software programs, video tapes, transmittances, or communications, in whatever form (including electronic form) prepared by or on behalf of Franchisor for use by franchisees generally or for Franchisee in particular, setting forth information, advice and standards, requirements, marketing information and procedures, operating procedures, instructions or policies relating to the

operation of the ZAVAZONE® Indoor Adventure Park or the operation of franchises, as same may be added to, deleted, or otherwise amended by Franchisor from time to time. The form and content of the System Standards Manual maintained by Franchisor shall prevail in the event of any dispute regarding the form of or content of the System Standards Manual between Franchisor and Franchisee.

(m) "Products" means all supplies, material, equipment, and ancillary items sold, leased, prepared, or otherwise dealt with in connection with the ZAVAZONE® Indoor Adventure Park and associated with the Trademarks.

(n) "Site Selection Assistance" means all services provided by Franchisor relating to the selection and Franchisor's acceptance of Franchisee's ZAVAZONE® Indoor Adventure Park. Franchisor's Site Selection Assistance is more fully defined in the System Standards Manual, and Franchisor has the right to modify the site selection services offered by Franchisor periodically in Franchisor's discretion.

(o) "Services" means the sale and provision of indoor adventure park services currently including, but not limited to: a Jump Zone featuring trampolines, trampoline dodgeball, Laser Jump (laser tag played on a trampoline court), trampoline basketball, a trampoline foam pit, stuntbag jump, Flipinators (trampolines with bungee cords for jumpers), and a battle beam area; an Adventure Zone featuring a high ropes course, a low ropes course, vertical warped walls, a parkour course, and Ninja Obstacle Courses; a Vertical Zone with several activities possibly including climbing walls, drop slides, zip lines, and giant stairs; and other features such as Gaga "Zava Ball" Pits, zip lines (including the Zipinator a mechanical extreme zip line), as well as other activities, including new and innovative movement related activities, which Franchisor may implement from time to time, parties and events areas, and a large, comfortable lounge overlooking the event space, free Wi-Fi and coffee, and other elements, conducted or otherwise dealt with in connection with the ZAVAZONE® Indoor Adventure Park and associated with the Trademarks.

(p) "Trade Secret(s)" shall mean information, including any formula, pattern, compilation, program, device, method, training technique, or process related to the System that both derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

ARTICLE 1: COVENANTS, REPRESENTATIONS, AND WARRANTIES OF FRANCHISEE

Franchisee covenants, represents, and warrants as follows and acknowledges that Franchisor is relying upon such covenants, representations, and warranties in making its decision to enter into this Agreement.

1.1 Franchisee acknowledges that it has received, has had ample time to read, and has read this Agreement, the Franchise Disclosure Document, and all related agreements with Franchisor. Franchisee acknowledges that Franchisor has advised it to obtain independent legal and accounting advice with respect to this Agreement and the transactions arising out of this Agreement. Franchisee further acknowledges that it has had an adequate opportunity to be advised by legal, accounting, and other professional advisors of its own choosing regarding all pertinent aspects of the ZAVAZONE® Indoor Adventure Park, Franchisor, and this Agreement.

1.2 Franchisee has, or has made firm arrangements to acquire funds to commence, open, and operate the ZAVAZONE® Indoor Adventure Park and it is financially and otherwise able to accept the risks attendant upon entering into this Agreement.

1.3 All statements made by Franchisee in writing in connection with its application for this franchise were, to the best of its knowledge, true when made and continue to be true as of the date of this Agreement.

1.4 There are no material financial obligations of Franchisee, whether actual or contingent, which are outstanding as of the date of this Agreement other than those disclosed to Franchisor by Franchisee in writing.

1.5 Franchisee is not a party to nor subject to any court or administrative order or action of any governmental authority which would limit or interfere in any way with the performance by Franchisee of its obligation hereunder.

1.6 Franchisee is not a party to any litigation or legal proceedings other than those which have been disclosed to Franchisor by Franchisee in writing.

1.7 Franchisee represents that it is not a party to nor subject to agreements that might conflict with the terms of this Agreement and agrees not to enter into any conflicting agreements during the Term or any Successor Terms.

1.8 Franchisee agrees and acknowledges that it has not been induced to enter into this Agreement in reliance upon, nor as a result of, any statements, representations, warranties, conditions, covenants, promises, or inducements, whatsoever, whether oral or written, and whether directly related to the contents hereof or collateral thereto, made by Franchisor, its officers, directors, agents, employees, or contractors except as provided herein. Franchisee acknowledges that the Franchise has been granted in reliance upon the information supplied to Franchisor in Franchisee's application for a Franchise.

1.9 Franchisee acknowledges that under applicable U.S. law, including Executive Order 13224 signed on September 23, 2001 (http://www.state.gov/j/ct/rls/other/des/122570.htm), Franchisor is prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Executive Order. Accordingly, Franchisee represents and warrants to Franchisor that as of the Agreement Date, neither Franchisee nor any owner of Franchisee is designated under the Executive Order as a person with whom business may not be transacted by Franchisor; and that Franchisee and its owners (a) do not, and hereafter shall not, engage in any terrorist activity; (b) are not affiliated with, and do not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (c) are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

ARTICLE 2: GRANT OF LICENSE

2.1 Subject to all the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee, and Franchisee accepts, for the term of this Agreement, the right and license ("License") to (a) operate one ZAVAZONE® Indoor Adventure Park upon the terms and conditions of this Agreement in one territory described in Attachment A ("Protected Territory"); (b) use the Trademarks and the System; and (c) offer and market the Services and Products under the Trademarks using the System.

2.2 The License does not include the right to sell Products to any vendor who would in turn sell to consumers.

2.3 Franchisee recognizes that variations and additions to the System may be required from time to time in order to preserve and/or enhance the System. Therefore, Franchisor expressly reserves the right to add to, subtract from, revise, modify, or change from time to time the System or any part thereof, and Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification, or change and to make such reasonable expenditures as may be necessary to comply pursuant to Article 8.

2.4 Franchisee recognizes that the rights that are granted to Franchisee are for the specific Protected Territory, defined in Article 4.1 below and no other, and cannot be transferred to an alternate Protected Territory, without the prior written approval of Franchisor, which approval may be granted or withheld in Franchisor's sole discretion.

ARTICLE 3: TERM OF THE AGREEMENT AND LICENSE

3.1 This Agreement and the License granted shall become effective on the date this Agreement is executed by Franchisor and shall continue until midnight on the day before the tenth (10th) anniversary of the date the ZAVAZONE® Indoor Adventure Park opened for business ("Initial Term"), subject, however, to termination in accordance with the provisions of this Agreement.

3.2 Following the Initial Term, subject to the provisions of this Article 3.2, Franchisor shall grant to Franchisee the option to request to execute up to two (2) successive Successor Franchise Agreements, each for a five (5) year term ("Successor Term"). If Franchisee exercises this option and complies with each of the following conditions, each of which is material to Franchisee's exercise of this option, Franchisor shall execute the Successor Franchise Agreement and, after the expiration date of the Initial Term or then-current Successor Term, deliver a fully-executed Successor Franchise Agreement to Franchisee, upon which it shall supersede completely this Agreement or the then-current Successor Franchise Agreement:

3.2.1 A "Successor Franchise Agreement" means the franchise agreement and all additional agreements and exhibits Franchisor then requires when Franchisee exercises the option under this Article 3.2. The Successor Franchise Agreement may contain terms, obligations, royalty, advertising fees, and other fees, costs, and expenses that are significantly different from, in addition to, and less favorable to Franchisee than, those in this Agreement, including no or a smaller exclusive area;

3.2.2 No later than one hundred eighty (180) days, but no more than two hundred forty (240) days, before the expiration date, Franchisee shall give us written notice of Franchisee's exercise of the option under this Article 3.2;

3.2.3 Franchisor may refuse to offer Franchisee a Successor Franchise Agreement if Franchisee has: (a) failed to remedy any breach of this Agreement specified by Franchisor in a written notice to Franchisee; (b) committed and received notice of two or more breaches of this Agreement in the twenty-four (24) months prior to the end of the Initial Term or then current Successor Term, even if such breaches were timely remedied; (c) Franchisee has failed to give Franchisor a written notice of intent to renew as provided in Article 3.2.2 above; (d) Franchisee is not current in payment obligations to Franchisor or to Franchisee's Lessor, suppliers, or trade creditors; (e) Franchisee refuses to upgrade its ZAVAZONE™ Indoor Adventure Park to Franchisor's current standards; (f) Franchise fails to comply with all other provisions contained in the System Standards Manual, as modified periodically by Franchisor in Franchisor's sole discretion; (g) Franchisee fails to provide proof of current licenses, insurance, and permits to Franchisor; (h) Franchisee fails to provide evidence to Franchisor that its Lease has been extended or renewed for a term not less than the Successor Term; or (i) Franchisee fails to execute and return the Successor Franchise Agreement along with the Successor Franchise Fee (defined below) on or before the expiration date of the Initial Term or then current Successor Term.

3.2.4 Concurrently with Franchisee's delivery to Franchisor of the executed Successor Franchise Agreement, Franchisee shall pay Franchisor the sum set forth on Attachment A of the Successor Franchise Agreement plus, if due and payable, all applicable federal, state, or municipal taxes, as a non-recurring successor franchise fee ("Successor Franchise Fee"). The Successor Franchise Fee shall be paid by means of cashier's check, money order, or wire transfer. The Successor Franchise Fee shall be deemed to have been fully earned by Franchisor when paid. The Successor Franchise Fee is non-refundable once paid.

3.2.5 If, for any reason, this Agreement expires or is terminated or Franchisee does not timely fulfill all the terms and conditions under the Article 3.2, Franchisee's option to execute a Successor Franchise Agreement shall terminate immediately as of the date of the expiration or termination of this Agreement or the then-current Successor Franchise Agreement, as applicable.

3.3 As additional conditions to renewal, in Franchisor's sole discretion, Franchisee may be required to execute a general release of all claims Franchisee may have against Franchisor, its officers, directors, members, shareholders, agents, Affiliates, and employees, whether in their corporate and/or individual capacities. This release shall include all claims arising under any federal, state, or local law, rule,

or ordinance arising out of or concerning this Agreement (to the fullest extent permitted by law) and shall be in a form satisfactory to Franchisor. Franchisee's failure or refusal to sign such a release in the form presented by Franchisor shall be deemed to be a rejection by Franchisee of its option to enter into a Successor Franchise Agreement.

3.4 If Franchisee does not sign a new Franchise Agreement prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at the option of Franchisor, this Agreement may be treated either as (i) expired as of the date of expiration with Franchisee then operating without a franchise to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("Interim Period") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

ARTICLE 4: TERRITORY

4.1 During the Term and for so long as Franchisee is in compliance with all of its obligations hereunder, except as otherwise provided in this Agreement, and subject to Franchisor's reservation of rights as set forth in Article 4.2 and as provided in Article 4.4 below, neither Franchisor nor any Affiliate will establish or license another person or entity to establish a ZAVAZONE® Indoor Adventure Park using the Trademarks licensed to Franchisee within the Protected Territory encompassed by the boundaries set forth in Attachment A, attached hereto and incorporated herein by reference. Except as otherwise specifically provided in this Agreement, this Agreement does not restrict Franchisor or its Affiliates and does not grant rights to Franchisee to pursue any of Franchisor's or its Affiliates' other business concepts other than the ZAVAZONE® Indoor Adventure Park.

4.2 Franchisee acknowledges that the Franchise granted hereunder is non-exclusive and that Franchisor and its Affiliates retain the exclusive right, among others: (a) to use, franchise, and/or license others to use, the Trademarks and System for the operation of a ZAVAZONE® Indoor Adventure Park at any location other than in the Protected Territory, regardless of proximity to the Protected Territory; (b) to offer the Services or Products, or grant others the right to offer the Services or Products, whether using the System and/or Trademarks or other trademarks or service marks, through alternative channels of distribution, including without limitation, television, catalog sales, wholesalers, retail outlets, or other distribution outlets (other than ZAVAZONE® Indoor Adventure Park), or by Internet commerce (e-commerce), mail order or otherwise, whether inside or outside the Protected Territory; (c) to use, license, and/or franchise the use of trademarks or service marks other than the Trademarks, whether in alternative channels of distribution or at any location including the Protected Territory, in association with operations that are similar to or different than the ZAVAZONE® Indoor Adventure Park; (d) to use, license, and/or franchise the Trademarks and the System in connection with the provision of other services and products or in alternative channels of distribution such as those described in Section 4.2(b), at any location including the Protected Territory; (e) to market on the Internet and use the Trademarks on the Internet, including all use of websites, domain names, URLs, directory addresses, metatags, linking, advertising, and co-branding and other arrangements; (f) to acquire businesses that are the same as or similar to the ZAVAZONE® Indoor Adventure Park and operate such businesses regardless of where such businesses are located, including inside the Protected Territory and to be acquired by any third party which operates businesses that are the same as or similar to the ZAVAZONE® Indoor Adventure Park regardless of where such businesses are located, including inside the Protected Territory; (g) to acquire and convert to the System any businesses offering services and products related to operating indoor recreation centers for children, families, teens, and young adults including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned and whether located inside or outside of the Protected Territory; and (h) to implement multi-area marketing programs which may

allow Franchisor or others to solicit or sell customers anywhere. Franchisor reserves the right to issue mandatory policies to coordinate such multi-area marketing programs.

4.3 Franchisee may not independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols similar to the Trademarks or otherwise establish any presence on the Internet without Franchisor's prior written approval. Franchisor intends that any Franchisee website be accessed only through Franchisor's home page. Franchisee will provide Franchisor with content for Franchisor's Internet marketing, and will sign Internet and intranet usage agreements, if any. Franchisor retains the right to approve any linking or other use of its website.

ARTICLE 5: FEES.

5.1 Franchisee shall pay the sum set forth on Attachment A plus, if due and payable, all applicable federal, state, or municipal taxes, as a non-recurring initial franchise fee ("Initial Franchise Fee") to Franchisor upon the execution of this Agreement. The Initial Franchise Fee shall be paid by means of cashier's check, money order, or wire transfer. The Initial Franchise Fee shall be deemed to have been fully earned by Franchisor when paid. The Initial Franchise Fee is non-refundable once paid.

5.2 Franchisee shall pay to Franchisor a royalty fee ("Royalty Fee") equal to 6% of Gross Sales. The Royalty Fee shall be payable to Franchisor weekly and shall be payable through the entire Term of this Agreement. Franchisee shall not subordinate to any other its obligation to pay the Royalty Fee or any other fee or charge due Franchisor or any Affiliate of Franchisor under this Agreement. Each Royalty Fee payment shall be, without exception, accompanied by a statement of the previous month's Gross Sales on a form approved and provided to Franchisee by Franchisor. Each failure to include a fully completed statement of the previous month's Gross Sales with the Royalty Fees payable to Franchisor when due shall constitute a material breach of this Agreement.

5.3 Franchisee shall pay to Franchisor a marketing fee ("System Marketing Fund Fee") in the amount of 1% to 3% of Gross Sales, as prescribed from time to time in Franchisor's sole and absolute discretion.

5.4 Franchisor reserves the right to require Franchisee to remit fees and other amounts due to Franchisor hereunder via electronic funds transfer ("EFT") or other similar means utilizing a Franchisor-approved computer system or otherwise. The EFT Authorization is attached to the Franchise Agreement as Attachment D. If Franchisor notifies Franchisee to use such payment method, Franchisee agrees to comply with procedures specified by Franchisor and/or perform such acts and deliver and execute such documents, including authorization for direct debits from Franchisee's business bank operating account, as may be necessary to assist in or accomplish payment by such method. Under this procedure Franchisee shall authorize Franchisor to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to Franchisor and any interest charged due thereon. Franchisee shall make funds available to Franchisor for withdrawal by electronic transfer no later than the due date for payment therefore. If Franchisee has not timely reported the Gross Sales to Franchisor for any reporting period, then Franchisor shall be authorized, at Franchisor's option, to debit Franchisee's account in an amount equal to (a) the fees transferred from Franchisee's account for the last reporting period for which a report of the Gross Sales was provided to Franchisor as required hereunder; or (b) the amount due based on information retrieved from the Franchisor-approved Computer System.

ARTICLE 6: ACCOUNTING, RECORDS, AUDITS, AND LATE PAYMENT CHARGES

6.1 Franchisee shall keep such complete records of its ZAVAZONE® Indoor Adventure Park as a prudent and careful businessperson would normally keep. Franchisee must use the accounting system and the pre-formatted template required by Franchisor, if any. Franchisee shall keep its financial books and records as Franchisor may from time to time direct in the System Standards Manual or otherwise, including retention of all invoices, order forms, payroll records, cash register tapes, check records, bank deposit receipts, sales tax records, refunds, cash disbursements, journals, and general ledgers. Franchisee shall advise

Franchisor of the location of all original documents and shall not destroy any records without the written consent of Franchisor.

6.2 Franchisee shall prepare on a current basis, complete and accurate records concerning all financial, marketing, and other operating aspects of the ZAVAZONE® Indoor Adventure Park conducted under this Agreement. Franchisee shall maintain an accounting system which accurately reflects all operational aspects of the ZAVAZONE® Indoor Adventure Park including uniform reports as may be required by Franchisor. Franchisee's records shall include tax returns, daily reports, statements of Gross Sales (to be prepared each month for the preceding month), profit and loss statements (to be prepared at least quarterly by an independent Certified Public Accountant), and balance sheets (to be prepared at least annually by an independent Certified Public Accountant).

6.3 Franchisee shall also submit to Franchisor current financial statements and other reports as Franchisor may reasonably request to evaluate or compile research and performance data on any operational aspect of the ZAVAZONE® Indoor Adventure Park. Franchisee shall submit Local Advertising Expense statements to Franchisor once each quarter, in Franchisor's sole discretion, beginning July 1 of each year. On or before April 15 of each year, Franchisee shall provide Franchisor with a copy of its federal tax return for the previous tax year.

6.4 The records required under this Article 6 pertain only to Franchisee's operation of the ZAVAZONE® Indoor Adventure Park. Franchisor has no right to inspect, audit, or copy the records of any unrelated business activity Franchisee may have. Franchisee shall keep the books and records of the ZAVAZONE® Indoor Adventure Park separate from the records of any unrelated business activity or personal activity.

6.5 From the date Franchisee and Franchisor sign this Agreement until three (3) years after the end of the Term of this Agreement, including any Successor Terms, Franchisor or Franchisor's authorized agent shall have the right to request, receive, inspect, and audit any of the records referred to above wherever they may be located. Franchisor agrees to do inspections and audits at reasonable times. Franchisee agrees to keep all records and reports for seven years from the date such records are created. Should any inspection or audit disclose a deficiency in the payment of any Royalty Fee, System Marketing Fund Fee (as defined in Article 11.4) or other amounts required to be paid under this Agreement, Franchisee shall immediately pay the deficiency to Franchisor, without prejudice to any other remedy of Franchisor under this Agreement. In addition, if Franchisee (1) fails to furnish required reports or supporting records on a timely basis for two or more consecutive reporting periods, (2) fails to have the books and records available for an audit after receiving reasonable advance notice from Franchisor, (3) otherwise fails to cooperate with Franchisor's requested audit, or (4) the deficiency for any audit period discloses a deficiency in the amount of any Royalty Fee, System Marketing Fund Fee, or other amounts due by 2% or more, Franchisee will also immediately pay to Franchisor the entire cost of the inspection or audit including travel, lodging, meals, salaries, and other expenses of the inspecting or auditing personnel. For the purposes of this Article 6.5, an audit period will be each fiscal year. Should the audit disclose an overpayment of any Royalty Fees, System Marketing Fund Fees, or other amounts due, Franchisor shall credit the amount of the overpayment to Franchisee's payments of Royalty Fees and System Marketing Fund Fees next falling due.

6.6 If Franchisee's records and procedures are insufficient to permit a proper determination of Gross Sales, Franchisor shall have the right to either require Franchisee to deliver to Franchisor an estimate, made by Franchisor, of Gross Sales for the period under consideration and Franchisee shall immediately pay to Franchisor any amount shown thereby to be owing on account of the Royalty Fee, System Marketing Fund Fee, and other sums due on account of any understatement. Any such estimate shall be final and binding upon Franchisee.

6.7 To encourage prompt payment and to cover the costs and expenses involved in handling and processing late payments, Franchisee shall also pay, upon demand, a late interest charge equal to the lesser of (i) 1.5% per month; or (ii) the highest legal rate permitted by applicable law, whichever is lower, on all payments due to Franchisor during the period of time said payments are due and unpaid. Each failure to pay

Royalty Fees, System Marketing Fund Fees, and other amounts payable to Franchisor when due shall constitute a material breach of this Agreement. Franchisee acknowledges that this Article 6.7 shall not constitute Franchisor's agreement to accept such payments after same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the ZAVAZONE® Indoor Adventure Park. Further, Franchisee acknowledges that failure to pay all such amounts when due shall, notwithstanding the provisions of this Article 6.7, constitute grounds for termination of this Agreement, as provided in this Agreement.

6.8 Any report of Franchisor's auditor rendered from time to time pursuant to this Article 6 shall be final and binding upon all of the parties hereto.

6.9 Franchisee hereby authorizes Franchisor to make reasonable inquiries of Franchisee's bank, suppliers, and trade creditors concerning the ZAVAZONE® Indoor Adventure Park, and hereby directs such persons and companies to provide to Franchisor such information and copies of documents pertaining to the ZAVAZONE® Indoor Adventure Park as Franchisor may request.

6.10 Franchisee acknowledges and agrees that Franchisor owns all business records ("Business Records") with respect to customers and other service professionals of, and/or related to, the ZAVAZONE® Indoor Adventure Park including, without limitation, all databases (whether in print, electronic, or other form), including all names, addresses, telephone numbers, e-mail addresses, customer purchase records, and all other records contained in the database, and all other Business Records created and maintained by Franchisee. Franchisee further acknowledges and agrees that, at all times during and after the termination, expiration, or cancellation of this Agreement, Franchisor may access such Business Records, and may utilize, transfer, or analyze such Business Records as Franchisor determines to be in the best interest of the System, in Franchisor's sole discretion.

6.11 To encourage prompt delivery of all Business Records, Certificates of Insurance, Gross Revenue statements, and any other documentation or record that may be requested by Franchisor under this Agreement, Franchisee shall pay, upon demand, a late report fee in the amount of $250.00 per record or document requested if Franchisee fails to deliver such record or document when due.

6.12 If Franchisee pays the Royalty Fee or any other sums due to Franchisor under this Agreement with a check returned for non-sufficient funds more than one time in any calendar year, in addition to all other remedies which may be available, Franchisor shall have the right to require that Royalty Fee payments and any other sums due to Franchisor under this Agreement be made by certified or cashier's checks. If Franchisee fails to pay the Royalty Fee or any other sums due to Franchisor under this Agreement by the due date two times during the Term or any Successor Terms, in addition to all other remedies which may be available, Franchisor reserves the right to require, in its sole discretion, that Franchisee pay the Royalty Fee or any other sums due to Franchisor under this Agreement weekly.

ARTICLE 7: SERVICES AND ASSISTANCE

7.1 The Initial Franchise Fee and Royalty Fee are paid for the License, which includes the use of the Trademarks, the System, and the use of Franchisor's Trade Secrets and Confidential Information provided pursuant to this Agreement and for certain services rendered by Franchisor.

7.2 Franchisor shall offer Franchisee initial and continuing services, as Franchisor deems necessary or advisable in furthering Franchisee's ZAVAZONE® Indoor Adventure Park and the business of the System as a whole and in connection with protecting the Trademarks and goodwill of Franchisor. Failure by Franchisor to provide any particular service, either initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement. Initial services provided by Franchisor (or its designee) prior to Franchisee opening the ZAVAZONE® Indoor Adventure Park MAY include: (a) designating Franchisee's Protected Territory as stipulated in Article 4 and in Attachment A; (b) furnishing Franchisee with specifications and required supplier information for all initial and replacement equipment, tools, inventory, Computer System and supplies required for the operation of Franchisee's ZAVAZONE® Indoor Adventure Park as stipulated in Article 9; (c) furnishing Franchisee with Site Selection Assistance during the time

Franchisee searches for a location for the ZAVAZONE® Indoor Adventure Park; (d) accepting in writing Franchisee's proposed ZAVAZONE® Indoor Adventure Park in accordance with this Article 7; and (e) furnishing Franchisee with Construction Review Services during the construction of the ZAVAZONE® Indoor Adventure Park.

7.3 Approximately ninety (90) days prior to the Projected Opening Date set forth on Attachment A or Franchisee's receipt of all required licenses, permits, and certifications, whichever comes later, provide Franchisee, or if Franchisee is an entity, a person designated to manage the ZAVAZONE® Indoor Adventure Park and two additional people, without charge, with an initial training program. The initial training program shall be for seven (7) calendar days in Rockville, Maryland (or other location designated by Franchisor). The training program may include a discussion of the System, techniques, procedures, methods of training and operation, advertising, sales techniques, promotional ideas, marketing plans, customer relations, patron safety, instructions on quality standards, and practical experience in the operation of a ZAVAZONE® Indoor Adventure Park. Franchisee must pay for airfare, lodging, meals, ground transportation, salaries and benefits, and any other personal expenses for yourself and additional attendees which are incurred to attend training.

7.4 During the Term (including any Successor Terms), Franchisor shall loan Franchisee one copy of Franchisor's confidential System Standards Manual containing mandatory and suggested specifications, standards, operating procedures, and rules prescribed from time to time by Franchisor and containing information relative to other obligations of Franchisee hereunder. Specifications, standards, and operating procedures prescribed from time to time by Franchisor in the System Standards Manual or otherwise communicated to Franchisee in writing shall constitute provisions of this Agreement as if fully set forth herein. Franchisee shall operate its ZAVAZONE® Indoor Adventure Park strictly in accordance with the System Standards Manual. Failure to comply with the standards set forth in the System Standards Manual shall constitute a material breach of this Agreement. Franchisor reserves the right to provide the System Standards Manual and updates to the System Standards Manual in electronic form or other form determined by Franchisor. Franchisor shall have the right to add to, delete, and otherwise modify, the System Standards Manual from time to time to reflect changes in authorized Products and Services, business image or the operation of the ZAVAZONE® Indoor Adventure Park System; provided, however, no such addition or modification shall alter Franchisee's fundamental status and rights under this Agreement. Some of the revisions to the System Standards Manual may include changes with respect to: (i) sales and marketing strategies; (ii) equipment and supplies; (iii) accounting and reporting systems and forms; (iv) insurance requirements; (v) operating procedures; (vi) Services; (vii) Products; (viii) Construction Review Services; and (ix) Site Selection Assistance. Franchisee covenants to accept, implement and adopt any such modifications at its own cost. Franchisee hereby acknowledges that the System Standards Manual is loaned to Franchisee and shall at all times remain the sole and exclusive property of Franchisor.

7.5 Franchisor will provide pre-opening and grand opening assistance for a minimum of five (5) calendar days during the first week of operations of Franchisee's ZAVAZONE® Indoor Adventure Park. If Franchisee desires additional opening or additional on-site assistance**,** Franchisor may charge Franchisee a reasonable fee for such services and Franchisee shall reimburse Franchisor for the additional food, lodging, and transportation expenses incurred by Franchisor during the additional time period.

7.6 Franchisor or its designee may provide Site Selection Assistance, provided however that Franchisee will be solely responsible for selecting the site for the ZAVAZONE® Indoor Adventure Park, for purchasing or leasing the real estate and constructing or remodeling the building for the ZAVAZONE® Indoor Adventure Park for a term equal to the term of this Agreement. Accordingly, no provision of this Agreement may be interpreted to impose any obligation upon Franchisor to locate a suitable site for the ZAVAZONE® Indoor Adventure Park, to assist Franchisee in the selection of a suitable site for the ZAVAZONE® Indoor Adventure Park, or to provide any assistance to Franchisee in the purchase or lease of the ZAVAZONE® Indoor Adventure Park. The ZAVAZONE® Indoor Adventure Park site is subject to Franchisor's written acceptance, which may be granted or denied in Franchisor's sole discretion. Franchisee agrees that the location of the ZAVAZONE® Indoor Adventure Park is a factor in the potential success of the ZAVAZONE® Indoor Adventure Park and Franchisor may reject any location in its sole discretion.

However, Franchisee agrees that Franchisor's assistance in no way constitutes a representation or warranty with respect to the success or viability of the property or the Lease. Franchisee acknowledges that Franchisor's acceptance of the ZAVAZONE® Indoor Adventure Park site indicates only that Franchisor believes that the site falls within acceptable criteria established by Franchisor as of the approval date. Once Franchisee's ZAVAZONE® Indoor Adventure Park is open for business, Franchisee may only relocate the ZAVAZONE® Indoor Adventure Park by remitting to Franchisor a relocation fee in the amount of seventy-five percent (75%) of Franchisors then current Initial Fee ("Relocation Fee") and complying with Franchisor's relocation procedures as set forth in the System Standards Manual.

7.7 The services provided by Franchisor (or its designee) to Franchisee after Franchisee opens the ZAVAZONE® Indoor Adventure Park are: (a) making a representative reasonably available to speak with Franchisee on the telephone during normal business hours, as Franchisor determines is necessary, to discuss Franchisee's operational issues and support needs; (b) holding periodic meetings to discuss sales techniques, new Product and Service developments, bookkeeping, training, accounting, inventory control, ZAVAZONE® Indoor Adventure Park safety and maintenance issues, performance standards, advertising programs, merchandising procedures, and other topics; (c) informing Franchisee of mandatory specifications, standards and procedures for the operations of the ZAVAZONE® Indoor Adventure Park; (d) maintaining the System Marketing Fund and using these funds to develop promotional and advertising programs and public relations coverage for ZAVAZONE® Indoor Adventure Park; (e) providing marketing plans and advertising materials to Franchisee in the form of a graphic arts package included in the System Standards Manual; and (f) establishing and managing one or more Local Advertising Cooperatives in accordance with Article 11 below, if any.

7.8 Franchisor is not obligated to perform services set forth in this Agreement to Franchisee's particular level of satisfaction, but as a function of Franchisor's experience, knowledge, and judgment. Franchisor does not represent or warrant that any other services will be provided to Franchisee, other than as set forth in this Agreement. To the extent any other services, or any specific level or quality of service is expected, Franchisee must obtain a commitment to provide such service or level of service in writing signed by an authorized officer of Franchisor; otherwise Franchisee acknowledges and agrees that Franchisor shall not be obligated to provide any other services or specific level or quality of services.

ARTICLE 8: FRANCHISEE'S DUTIES, OBLIGATIONS, AND OPERATING STANDARDS

8.1 Franchisee will operate its ZAVAZONE® Indoor Adventure Park so that it is clearly identified by and advertised under the Trademarks. However, the use, style, and form of the Trademarks or other registered trademarks or variations of marks in any advertising, marketing, Internet website, or electronic presence, public relations, or telemarketing or promotional campaign or program must have the prior written approval of Franchisor. Franchisee will use the Trademarks on all materials, articles, and supplies used in connection with the ZAVAZONE® Indoor Adventure Park in the identical combination and manner prescribed by Franchisor in the System Standards Manual or otherwise in writing. Franchisee will, at its expense, comply with all notices of registration required by Franchisor and will, at its expense, comply with any other trademark, trade name, service mark, copyright, patent, and other notice marking requirements required by applicable law or by Franchisor.

8.2 Franchisee will not use the Trademarks, or any derivative thereof, in its corporate, partnership, limited liability company, or sole proprietorship name and Franchisee will not attempt to register or otherwise obtain an interest in any Internet domain name containing any of the Trademarks or any other word, name, or symbol which is similar to or likely to cause confusion with any of the Trademarks. Franchisee will hold itself out to the public as an independent contractor operating its ZAVAZONE® Indoor Adventure Park pursuant to a franchise granted by Franchisor. Whenever practical, Franchisee will clearly indicate on Franchisee's business checks, stationery, purchase orders, folios, business cards, invoices, receipts, promotional materials, and other written materials, as well as on any home page, Internet website, or other Electronic Presence, that Franchisee is a franchisee of Franchisor and an independent licensee of Franchisor. Franchisee will take all necessary steps, including those from time to time reasonably requested by Franchisor to minimize the chance

of a claim being made against Franchisor for anything that occurs at the ZAVAZONE® Indoor Adventure Park or for acts, omissions, or obligations of Franchisee or anyone associated or affiliated with Franchisee or the ZAVAZONE® Indoor Adventure Park. Such steps, for example, include displaying a sign at the front desk of the ZAVAZONE® Indoor Adventure Park and in each guest room which is clearly visible to the general public indicating that the ZAVAZONE® Indoor Adventure Park is independently owned and operated as a franchised business. Franchisee will file for a "Certificate of Assumed Name," or similar state form, in the manner required by law so as to notify the public that Franchisee is operating its ZAVAZONE® Indoor Adventure Park as an independent business pursuant to this Agreement.

8.3 At all times during the term of this Agreement, Franchisee shall, at its expense, participate in all programs and promotions now or at any time hereafter sponsored by Franchisor. All such programs and promotions shall be set forth in the System Standards Manual or otherwise in writing.

8.4 The ZAVAZONE® Indoor Adventure Park must conform to (a) Franchisor's then-current approved standard plans and specifications consisting of conceptual drawings, including floor plans, elevations, and general details for the development of working drawings for a ZAVAZONE® Indoor Adventure Park operating under the Trademarks using the System; and (b) Franchisor's minimum design and standards and specifications as set forth in the System Standards Manual. Franchisee will not make any architectural, structural, design, or decorating changes to the interior or exterior of the ZAVAZONE® Indoor Adventure Park without Franchisor's prior written approval, which approval shall not be unreasonably withheld. The furniture, fixtures, and equipment used in the ZAVAZONE® Indoor Adventure Park must conform to the System Standards Manual.

8.5 Franchisee will, from time to time, make the reasonable capital expenditures necessary to remodel, modernize, redecorate, and renovate its ZAVAZONE® Indoor Adventure Park and will purchase and replace the furniture, fixtures, supplies, equipment, and amenities used in the ZAVAZONE® Indoor Adventure Park so that the ZAVAZONE® Indoor Adventure Park will be compliant with the System Standards Manual and reflect the then-current image intended to be portrayed by Franchisor. Franchisee will be required to complete such remodeling, modernization, redecoration, and renovation of its ZAVAZONE® Indoor Adventure Park and the purchase and replacement of its furniture, fixtures, supplies, equipment, and amenities within the time periods established by Franchisor in its sole discretion. All remodeling, modernization, redecoration, and renovation of the ZAVAZONE® Indoor Adventure Park and all purchases and replacements of the furniture, fixtures, supplies, and equipment must conform to the System Standards Manual and must be approved by Franchisor in writing, which approval shall not be unreasonably withheld. If Franchisee wishes to deviate from Franchisor's System Standards Manual, Franchisor must approve Franchisee's design plans, which approval shall not be unreasonably withheld.

8.6 Franchisee agrees to maintain the standards of quality and uniformity required by Franchisor for all Products and Services and acknowledges and agrees that the terms and conditions of this Agreement and the System Standards Manual are necessary to assure that all ZAVAZONE® Indoor Adventure Parks using the Trademarks and System will be uniform in nature and will sell and dispense quality products and services to the public. Franchisee will use the Trademarks and the System, and will operate its ZAVAZONE® Indoor Adventure Park in strict compliance with the System Standards Manual and any other standards, operating procedures, specifications, requirements, and instructions adopted, amended, and/or deleted by Franchisor from time to time. Franchisee understands and agrees that due to presently unforeseen changes in competitive circumstances, changes in the needs and desires of customers, technological innovations, and/or changes in the image intended to be portrayed by ZAVAZONE® Indoor Adventure Parks using the Trademarks and System, Franchisor may need to modify the Trademarks and/or System in order that it best serve the interests of Franchisor, Franchisee, and other franchisees using the Trademarks and System. Without limiting the generality of the foregoing, Franchisor may, in its sole discretion, adopt, amend, and/or delete standards, operating procedures, specifications, requirements, and instructions relating to information technology, including computer hardware and software relating to the management and operation of ZAVAZONE® Indoor Adventure Parks using the Trademarks and System, the requirements for which shall be prescribed by the Franchisor in the System Standards Manual or otherwise in writing. Franchisee will

conform to all customer service procedures and standards prescribed by Franchisor in the System Standards Manual or otherwise in writing.

8.7 Franchisee will, at its expense, comply with all applicable federal, state, city, local, and municipal laws, ordinances, rules, and regulations pertaining to the purchase, construction, renovation, remodeling, and/or operation of the ZAVAZONE® Indoor Adventure Park, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.) (the "ADA") and any and all applicable federal and state laws, codes, and regulations relating to employees, children, and/or the environment. Franchisee will, at its expense, be absolutely and exclusively responsible for determining the licenses and permits required by law for the construction, renovation, and/or operation of the ZAVAZONE® Indoor Adventure Park, for qualifying for and obtaining all such licenses and permits, and for maintaining all such licenses and permits in full force and effect. In the event Franchisee receives any complaint, claim, or other notice alleging a failure to comply with applicable law, including the ADA, Franchisee shall provide Franchisor with a copy of such notice within five (5) days after receipt thereof.

8.8 Franchisee will sell only the Products and Services at its ZAVAZONE® Indoor Adventure Park that have been approved by Franchisor in writing and will offer for sale at its ZAVAZONE® Indoor Adventure Park all Products and Services prescribed from time to time by Franchisor. To the fullest extent permitted by applicable law, Franchisor reserves the right to establish maximum, minimum, or other pricing requirements with respect to the prices Franchisee may charge for Products or Services. Franchisee may only use suppliers approved by Franchisor for Products and Services. Franchisee acknowledges that Franchisor has the right to receive and retain marketing allowances, royalties, commissions, and/or other payments or consideration from suppliers in connection with the sale of goods and services to Franchisor and/or Franchisor's franchisees, including Franchisee.

8.9 Franchisee will, at its expense, maintain, repair, paint, and keep in a safe, clean, and sanitary condition the interior, the exterior, and the grounds of the ZAVAZONE® Indoor Adventure Park. All furniture, fixtures, and equipment must meet the quality standards set forth in the System Standards Manual. Any replacement equipment, decor items, and supplies must comply with Franchisor's then-current System Standards Manual.

8.10 Franchisee will be absolutely and exclusively responsible and liable for the prompt payment of all federal, state, city, and local taxes, including, but not limited to, individual and corporate income taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, unemployment taxes, inventory taxes, personal property taxes, real estate taxes, and all other taxes payable in connection with the ZAVAZONE® Indoor Adventure Park (hereinafter referred to as "Taxes"). Franchisor will have no liability for any Taxes that arise or result from the operation of the ZAVAZONE® Indoor Adventure Park and Franchisee will indemnify Franchisor for any such Taxes that may be assessed or levied against Franchisor. If any sales, use, franchise, gross receipts, privilege, doing business, business, and occupation Taxes or other charge that can be reasonably considered a tax are imposed upon Franchisor by any taxing authority based upon the Gross Sales, receipts, sales, business activities, or operations generated by the ZAVAZONE® Indoor Adventure Park or upon the Initial Fee, Royalty Fee, System Marketing Fund Fee and/or other amounts payable to Franchisor hereunder, then Franchisee will reimburse Franchisor for the amount of such taxes. However, in no event will Franchisee be required to reimburse Franchisor for any income tax imposed upon Franchisor. Franchisee will be notified in writing when Franchisor is entitled to reimbursement for the payment of such taxes and, in that event, Franchisee will pay Franchisor the amount specified within ten (10) days of receipt by Franchisee of written notice from Franchisor.

8.11 Franchisee must actively participate in the management and supervision of Franchisee's ZAVAZONE® Indoor Adventure Park. At all times Franchisee's ZAVAZONE® Indoor Adventure Park must be under Franchisee's direct, on-premises supervision. Franchisee may appoint a single individual who meets the then-current requirements for experience and management qualifications, as provided in the System Standards Manual, to assist Franchisee in personally overseeing the on-premises management of the ZAVAZONE® Indoor Adventure Park. Franchisee will have a sufficient number of adequately trained and competent personnel on duty at all times to guarantee efficient service to Franchisee's customers. All persons

employed by Franchisee must pass a background check, practice good personal hygiene, and must wear clean and neat standard attire or uniforms as required by the System Standards Manual.

8.12 Franchisor and its agents will have the absolute right to examine, inspect, and take photographs and videos of the interior and exterior of the ZAVAZONE® Indoor Adventure Park at all reasonable times, to examine representative samples, goods, and Products sold or used at the ZAVAZONE® Indoor Adventure Park and to evaluate whether Franchisee is complying with the System Standards Manual. Franchisee is responsible for lodging expenses incurred by Franchisor's inspectors. Such examinations and inspections may include periodic quality assurance evaluations of the ZAVAZONE® Indoor Adventure Park by Franchisor and its employees, agents, and representatives. In the event that Franchisee's ZAVAZONE® Indoor Adventure Park is not compliant with System Standards, Franchisee shall have thirty (30) days to cure such non-compliance and Franchisor shall have the right to charge Franchisee its then-current Re-Inspection Fee if Franchisor does a follow up quality assurance evaluation to confirm such compliance. Franchisor will have the right to use all photographs and videos of the ZAVAZONE® Indoor Adventure Park for such purposes as Franchisor deems appropriate, including, but not limited to, use in advertising, marketing, and promotional materials. Franchisee will not be entitled to, and hereby expressly waives any right that it may have, to be compensated by Franchisor, its advertising agencies, and other franchisees of Franchisor for the use of such photographs or videos for advertising, marketing, and promotion of Franchisor or the System.

8.13 Franchisee will honor all credit, charge, and cash cards required or approved by Franchisor. Prior to honoring any unapproved credit, charge, or cash cards, Franchisee must obtain the written approval of Franchisor, which approval shall not be unreasonably withheld. Franchisee shall, at its expense, comply with all information security standards published by the Payment Card Industry Security Standards Council as well as any and all applicable laws intended to protect personal information and to ensure security when transactions are processed using a payment card.

8.14 Franchisee will immediately deliver to Franchisor a copy of any notice of default received from any mortgagee, trustee under any deed of trust, contract for deed vendor, lessor, or any other party with respect to the real estate for the ZAVAZONE® Indoor Adventure Park, and copies of all written notifications of any lawsuits, consumer claims, employee claims, federal or state administrative or agency proceedings or investigations, or other claims, actions, or proceedings relating to the ZAVAZONE® Indoor Adventure Park and, upon request from Franchisor, Franchisee will provide such additional information as may be required by Franchisor regarding the alleged default, lawsuit, claim, action, or proceeding or any subsequent action or proceeding in connection with the alleged default, lawsuit, claim, action, or proceeding.

8.15 Franchisee shall, at Franchisee's sole cost and expense, attend such meetings sponsored by Franchisor as Franchisor may from time to time reasonably require. Such meetings shall include Franchisor's convention, if any, and such training and motivational programs conducted by Franchisor that are designed to generate employee awareness, sensitivity, and responsiveness to the customers who patronize the ZAVAZONE® Indoor Adventure Park. Franchisee shall pay Franchisor the registration fees for such meetings and conventions reasonably imposed by Franchisor regardless of whether Franchisee attends the meetings or conventions.

8.16 Franchisee shall use exclusively for the ZAVAZONE® Indoor Adventure Park the point-of-sale system and business management systems ("Technology") and services that are designated by Franchisor for the System. Franchisee shall pay all Fees imposed by third-party vendors and Franchisor in connection with the provision of the Technology and related services. Franchisee shall enter into agreements, if any, with Franchisor and/or designated third-party vendors as may be required in connection therewith. The terms and conditions of any such agreements shall be as Franchisor determines or negotiates in its reasonable business judgment. Franchisee must purchase, install, and maintain, at Franchisee's expense, the equipment and software required in connection with the current Technology and any future system. Franchisee must at all times follow all operating rules and procedures related to the Technology as may be set forth in the System Standards Manual. Franchisee will at all times permit Franchisor to access and use the records and information on Franchisee's Technology, either by direct access, by telephonic modem access, by providing disk copies, or by such other means as may be prescribed from time to time by Franchisor. Franchisee expressly

understands and agrees that Franchisor shall not be liable for any loss or damage whatsoever (direct, indirect, punitive, actual, consequential, incidental, special, or otherwise) resulting from any omission in the content or performance of, or any inability to access or use the Technology and/or other services, regardless of the basis upon which liability is claimed, even if Franchisor has been advised of the possibility of such loss or damage. Franchisor makes no representation or warranty, express or implied, that the Technology and/or other services will meet Franchisee's requirements or that they will be uninterrupted, timely, secure, or error-free; nor does Franchisor make any warranty as to the results that may be obtained from the use of the Technology and services or as to the accuracy, completeness, timeliness, or reliability of any information obtained through or posted on such systems or services. Franchisor shall not be responsible for any problems or technical malfunctions of the Technology and/or other services, including any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, Internet access providers, computer equipment, software, or any combination thereof, including any injury or damage to the computer of Franchisee or any other person as a result of using the Technology and/or other services. Franchisee acknowledges that the Technology and other services are being provided to Franchisee "AS-IS." In the event of any failure of the Technology, or any part thereof, or any failure of the hardware installed by Franchisor or vendors to perform as a result of Franchisor's or vendors' installation of such hardware, the only liability of Franchisor or any vendors, and Franchisee's sole and exclusive remedy, shall be use by Franchisor of commercially reasonable efforts to correct the failure or cause vendors to correct the failure. Franchisor may, in its sole discretion, modify, replace, or discontinue the Technology or any component thereof at any time during the term of this Agreement, upon thirty (30) days' prior written notice to Franchisee. Franchisee must promptly adhere to any such modifications, including the payment of new or modified fees, provided that the amount of such fees are determined in a manner that is applied uniformly among franchisees of Franchisor required to participate in the Technology. Franchisee acknowledges that the cost of its participation in any such new or modified Technology may be different or greater than that incurred by Franchisee under the current systems. Upon the occurrence of a default of this Agreement by Franchisee, Franchisor, without limiting in any way any of Franchisor's other rights under this Agreement or remedies, may suspend Franchisee's participation in the Technology and/or other services sponsored or maintained by Franchisor, regardless of whether Franchisor has issued a Notice of Breach. Such suspension shall be for the duration of Franchisee's default and Franchisor shall have the right to charge Franchisee a reinstatement fee of one thousand five hundred and no/100 dollars ($1,500.00) upon reinstatement of services ("Reinstatement Fee").

8.17 All customer, employee, and Franchisee information that is obtained as part of the Technology or otherwise in connection with the operation of Franchisee's ZAVAZONE® Indoor Adventure Park must remain confidential. Neither Franchisor nor Franchisee may transfer, sell, copy, disclose, or allow any person(s), firm, or entity to view or access this information for any reason, except as may be required by a court of law. Customer information may be used by Franchisor or Franchisee for the purpose of marketing as allowed under applicable laws; provided, however, in no event may Franchisee use any customer information for any purpose unrelated to the operation of its ZAVAZONE® Indoor Adventure Park. Customer data and credit card information must be protected and safeguarded to ensure privacy, protection from theft, piracy, or unauthorized use. Franchisee will inform all of its employees of their obligations concerning this requirement. Franchisor must be notified immediately upon discovery of any prohibited use or disclosure of confidential or proprietary information or any breach of these obligations and will cooperate fully to prevent further prohibited use. Customer information and data may be used for legitimate business purposes by Franchisor to provide analysis of customer history, buying patterns, and for marketing and sales purposes. Customer data and information remains the property and responsibility of Franchisee, but must be made available to Franchisor.

8.18 Notwithstanding any provision of this Agreement or the System Standards Manual or any other material provided to Franchisee by Franchisor: (a) Franchisee shall be solely responsible for all safety and security measures taken at the ZAVAZONE® Indoor Adventure Park and for ensuring the safety and security of Franchisee's guests, customers, agents, employees, and invitees; (b) Franchisor shall have no control over any such safety or security measures taken or not taken by Franchisee; (c) any inspections of the ZAVAZONE® Indoor Adventure Park by Franchisor are not being undertaken for the purpose of insuring the

safety or security of Franchisee's guests, customers, agents, employees, and invitees.

8.19 Franchisee shall not be permitted to use any of the Trademarks or other word, name, symbol, or logo which is confusingly similar to any of the Trademarks in any website, home page, or other presence on the Internet ("Electronic Presence") without Franchisor's prior express written consent, which may be granted or denied in Franchisor's sole discretion. Franchisor's official website is protected by copyrights and Franchisee is not authorized to utilize its contents, in whole or in part, in the development of other websites or an Electronic Presence. If Franchisor approves Franchisee's Electronic Presence, such Electronic Presence will be subject to ongoing review by Franchisor for content, proper trademark usage, accuracy, quality, current content, and consistency. Franchisor reserves the right to require changes to or removal of an Electronic Presence or postings that do not meet the above review criteria. In addition, Franchisor may require that Franchisee include in any such Electronic Presence a hypertext or other direct link to any Electronic Presence maintained by Franchisor. Franchisee agrees that it shall not attempt to register or otherwise obtain any interest in any Internet domain name containing any of the Trademarks or any other word, name, symbol, or devise which is likely to cause confusion with any of the Trademarks. Franchisee must purchase, lease, or otherwise acquire, at Franchisee's expense, the hardware, software, maintenance, training, and support for wireless high grade High Speed Internet Access ("HSIA"), including all specifications for static IP addresses and such number of telephone and facsimile transmission lines dedicated exclusively for use with the Technology as Franchisor may prescribe from time to time. Franchisee shall make complimentary HSIA available in its ZAVAZONE® Indoor Adventure Park. The HSIA which is made available by Franchisee must satisfy Franchisor's requirements, standards, and specifications as set forth in the System Standards Manual and system operating requirements, which may be changed by Franchisor from time to time in its sole discretion.

ARTICLE 9: PURCHASE OF EQUIPMENT, INVENTORY, AND SUPPLIES

9.1 Franchisee must purchase all products, services, equipment, tools, inventory, supplies, hardware, and software from Franchisor's designated or approved suppliers, manufacturers, and distributors. The standards and specifications for equipment, Computer System, inventory, tools, signage, supplies, ZAVAZONE® Indoor Adventure Parks, Services, and Products required by Franchisor shall be maintained in the System Standards Manual. Franchisor has the right to require Franchisee to discontinue purchasing any Products, services, equipment, tools, inventory, supplies, and/or Computer System from a designated or approved supplier, manufacturer, or distributor and may designate or approve new suppliers, manufacturers, or distributors at any time in Franchisor's sole discretion.

9.2 Franchisee acknowledges and agrees that Franchisor may receive from designated or approved suppliers of Franchisee's Products, services, equipment, tools, inventory, supplies, hardware and software, periodic volume rebates or other revenue or consideration as a result of Franchisee's purchases. Franchisee further acknowledges and agrees that Franchisor shall be entitled to keep for its own use and account such rebates and revenue.

9.3 The names and addresses of Franchisor's required or approved suppliers, manufacturers, and distributors shall be maintained in the System Standards Manual. Franchisor reserves the right to approve all of the Products, supplies, Services, equipment, tools, inventory, hardware, and software used in connection with Franchisee's ZAVAZONE® Indoor Adventure Park.

9.4 Franchisee may request that Franchisor approve or designate a new supplier by following the procedures, and paying all required fees and expenses for approval, as set forth in the System Standards Manual and modified periodically by Franchisor in Franchisor's discretion. Franchisor will not unreasonably withhold the approval of a supplier; however, in order to make such determination, Franchisor may require that samples from a proposed new supplier be delivered to Franchisor for testing and approval prior to use. Franchisor reserves the right to require that Franchisee pay or reimburse Franchisor for the reasonable cost of investigation in determining whether such products, services, materials, forms, items, or supplies satisfy Franchisor's specifications.

ARTICLE 10: MARKS, COPYRIGHTED WORKS, AND OWNERSHIP OF IMPROVEMENTS.

10.1 Franchisee acknowledges and agrees that Franchisor is the owner or exclusive licensee of all right, title, and interest, together with all the goodwill of the Trademarks. Franchisee further acknowledges that the Trademarks designate the origin or sponsorship of the System, the ZAVAZONE® Indoor Adventure Park, and the Products and Services, and that Franchisor desires to protect the goodwill of the Trademarks and to preserve and enhance the value of the Trademarks. In the event that Franchisee acquires any rights, title, or interest in the Trademarks, Franchisee agrees to assign and hereby assigns all such rights, title, or interest to Franchisor.

10.2 Franchisee acknowledges and agrees that all right, title, and interest in and to all materials, including but not limited to, all artwork and designs, created by Franchisor, and used with the Trademarks or in association with the ZAVAZONE® Indoor Adventure Park ("Copyrighted Materials") are the property of Franchisor. Additionally, all Copyrighted Materials created by Franchisee or any other person or entity retained or employed by Franchisee are works made for hire within the meaning of the United States Copyright Act and are the property of Franchisor, who shall be entitled to use and license others to use the Copyrighted Materials unencumbered by moral rights. To the extent the Copyrighted Materials are not works made for hire or rights in the Copyrighted Materials do not automatically accrue to Franchisor, Franchisee irrevocably assigns and agrees to assign to Franchisor, its successors, and assigns, the entire right, title, and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Materials, which Franchisee and the author of such Copyrighted Materials warrant and represent as being created by and wholly original with the author. Where applicable, Franchisee agrees to obtain any other assignments of rights in the Copyrighted Materials from another person or entity necessary to ensure Franchisor's right in the Copyrighted Materials as required in this Article 10.2.

10.3 Franchisee will never dispute, contest, or challenge, directly or indirectly, the validity or enforceability of the Trademarks or Copyrighted Materials or Franchisor's ownership of the Trademarks or Copyrighted Materials, nor counsel, procure, or assist anyone else to do the same, nor will it take any action that is inconsistent with Franchisor's ownership of the Trademarks or Copyrighted Materials, nor will it represent that it has any right, title, or interest in the Trademarks or Copyrighted Materials other than those expressly granted by this Agreement.

10.4 Franchisor may decide, in its sole and absolute discretion, to apply to register or to register any trademarks or copyrights with respect to the Services, Products, and any other products and services and the Copyrighted Materials. Failure of Franchisor to obtain or maintain in effect any such application or registration is not a breach of this Agreement. Franchisee will not, before or after termination or expiration of the Agreement, register or apply to register any of the Trademarks or any trademark, service mark, or logo confusingly similar thereto or any Copyrighted Materials, anywhere in the world.

10.4 Upon Franchisor's request, Franchisee will cooperate fully, both before and after termination or expiration of this Agreement and at Franchisor's expense, in confirming, perfecting, preserving, and enforcing Franchisor's rights in the Trademarks and Copyrighted Materials, including but not limited to, executing and delivering to Franchisor such documents as Franchisor reasonably requests for any such purpose, including but not limited to, assignments, powers of attorney, and copies of commercial documents showing sale and advertising of the Services and Products and other products and services. Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact for the purpose of executing such documents.

10.5 All usage of the Trademarks by Franchisee and any goodwill established by Franchisee's use of the Trademarks shall inure to the exclusive benefit of Franchisor. This Agreement does not confer any goodwill or other interests in the Trademarks to Franchisee upon expiration or termination of the Agreement.

10.6 FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY, OR ENFORCEABILITY OF THE MARKS OR COPYRIGHTED MATERIALS.

10.7 Franchisee acknowledges and agrees that Franchisee's right to use the Trademarks and Copyrighted Materials are derived solely from this Agreement. Franchisee may only use the Trademarks and Copyrighted Materials in its operation of the ZAVAZONE® Indoor Adventure Park and only in compliance

with this Agreement and all applicable standards, specifications, and operating procedures prescribed by Franchisor in the System Standards Manual and elsewhere from time to time during the Term and any Successor Term. Franchisee will make every effort consistent to protect, maintain, and promote the Trademarks as identifying the System and only the System. Any unauthorized use of the Trademarks or Copyrighted Materials by Franchisee constitutes a breach of this Agreement and an infringement of the rights of Franchisor in and to the Trademarks and Copyrighted Materials. Franchisee will not use any Trademarks or any portion of any Trademarks as part of a corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form. Franchisee shall obtain such fictitious or assumed name registrations as may be required by Franchisor or under applicable law.

10.8 In order to preserve the validity and integrity of the Trademarks and Copyrighted Materials licensed herein and to assure that Franchisee is properly employing the same in the operation of its ZAVAZONE® Indoor Adventure Park, Franchisor or its agents shall have the right of entry and inspection of Franchisee's ZAVAZONE® Indoor Adventure Park and operating procedures pursuant to Article 8. Franchisee will safeguard and maintain the reputation and prestige of the Trademarks and Copyrighted Materials and will not do anything that would tarnish the image of or adversely affect the value, reputation, or goodwill associated with the Trademarks. Franchisee will not do anything that would dilute, directly or indirectly, the value of the goodwill attached to the Trademarks, nor counsel, procure, or assist anyone else to do the same.

10.9 Franchisee will use the Trademarks and Copyrighted Materials only in lettering, logos, print styles, forms, and formats, including but not limited to, advertising and promotional materials, invoices, signage, business checks, business cards, stationery, and promotional items such as clothing, hats, pens, mugs, etc., which have been approved by Franchisor in accordance with this Agreement, and promptly follow instructions regarding the Trademarks and Copyrighted Materials as provided in the System Standards Manual and otherwise given by Franchisor from time to time. Franchisee will use the following copyright notice at least once on each piece of advertising, promotional, or other material used in connection with the Products and Services: *"(year of first publication). Zava Zone LG, LLC. All Rights Reserved.*" Franchisee will use the Trademarks with a superscript "®" or "™," as specified by Franchisor, unless and until advised by Franchisor to use a different notice.

10.10 Franchisee acknowledges and agrees that if, in Franchisor's reasonable determination, the use of Trademarks or Copyrighted Materials in connection with the Services, Products, other products and services, or the ZAVAZONE® Indoor Adventure Park will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Trademarks or Copyrighted Materials, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify or discontinue use of the Trademarks or Copyrighted Materials, then upon notice from Franchisor, Franchisee will immediately terminate or modify such use in the manner prescribed by Franchisor. Franchisor may require Franchisee to use one or more additional or substitute trade names, trademarks, service marks, or other commercial symbols or copyrighted materials. Franchisor shall reimburse Franchisee for the tangible out-of-pocket cost of compliance with this requirement (such as the cost of printing new letterhead and business cards), but Franchisee will have no rights of damages, offset, or right to terminate this Agreement as a result thereof and Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of any Trademarks or Copyrighted Materials. Franchisee shall notify Franchisor within three days after receiving notice of any claim, demand, or cause of action based upon or arising from any attempt by any other person, firm, or corporation to use the Trademarks or any colorable imitation thereof or the Copyrighted Materials. Upon receipt of timely notice of an action, claim, or demand against Franchisee relating to the Trademarks or Copyrighted Materials, Franchisor shall have the sole right, but not the duty, to defend any such action. Franchisor shall have the exclusive right to contest or bring action against any third party regarding the third party's use of any of the Trademarks or Copyrighted Materials and shall exercise such right in the sole discretion of Franchisor. Franchisor shall control all actions but not be obligated to take any action. In any defense or prosecution of any litigation relating to the Trademarks, Copyrighted Materials, or components of the System undertaken by Franchisor, Franchisee shall cooperate with Franchisor, execute any and all documents, and take all actions as may be desirable or necessary in the

opinion of Franchisor's counsel, to carry out such defense or prosecution. At Franchisor's option, Franchisee will join in any action, in which case Franchisor shall bear all the out-of-pocket costs of Franchisee for such participation. If Franchisee joins in an action, then the recovery, if any, from such legal action shall be first applied to the total expenses associated therewith and then split equally between Franchisor and Franchisee.

10.11 All provisions of this Agreement applicable to the Trademarks and Copyrighted Materials apply to any and all additional trademarks, service marks, commercial symbols, and copyrighted materials authorized for use by and licensed to Franchisee by Franchisor after the date of this Agreement.

10.12 If Franchisee, during the Term of the franchise relationship, or any Interim Period or Successor Term, conceives or develops any improvements or additions to the System, Copyrighted Materials, website or any other documents or information pertaining to or relating to the System or the ZAVAZONE® Indoor Adventure Park, or any new trade names, trade and service marks, logos, or commercial symbols related to the ZAVAZONE® Indoor Adventure Park or any advertising and promotional ideas or inventions related to the ZAVAZONE® Indoor Adventure Park (collectively, the "Improvements"), Franchisee shall fully disclose the Improvements to Franchisor, without disclosure of the Improvements to others, and shall obtain Franchisor's written approval prior to using such Improvements. Any such Improvement may be used by Franchisor and all other franchisees without any obligation to Franchisee for royalties or other fees. Franchisee shall assign and does hereby assign to Franchisor, all right, title, and interest in and to the Improvements, including the right to grant sublicenses to any such Improvement. Franchisor, at its discretion, may make application for and own copyrights, patents, trade names, trademarks, and service marks relating to any such Improvement, and Franchisee shall cooperate with Franchisor in securing such rights. Franchisor may also consider such Improvements as the property and Trade Secrets of Franchisor. In return, Franchisor shall authorize Franchisee to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees.

ARTICLE 11: ADVERTISING AND PROMOTION

11.1 Franchisee acknowledges that local advertising is required to advise the public of the ZAVAZONE® Indoor Adventure Park. Beginning sixty-one (61) days following the date Franchisee opened the ZAVAZONE® Indoor Adventure Park for business, Franchisee shall spend a minimum of the greater of 2% of the Gross Sales for the preceding month or $4,000 per month for advertising and promotion within the Protected Territory. ("Local Advertising Expense"). Franchisee may not advertise outside its Protected Territory without Franchisor's approval, which may be granted or withheld in Franchisor's sole discretion. Expenditures that Franchisee incurs for any of the following shall not qualify as local advertising for purposes of this Article 11, unless approved in advance by Franchisor: (a) salaries, expenses, or benefits of any employees of Franchisee, including expense for attendance at advertising meetings or activities; (b) in-store materials consisting of furniture or equipment; or (c) seminar and educational costs and expenses of Franchisee's employees. During the Term, Franchisee shall furnish Franchisor an accounting of Franchisee's previous month's expenditures for advertising and promotion on a form approved by Franchisor.

11.2 Franchisor will make available to Franchisee all advertising and promotion materials for the ZAVAZONE® Indoor Adventure Park which are used by Franchisor and other franchisees. Franchisee may not develop advertising materials for use in the ZAVAZONE® Indoor Adventure Park without Franchisor's approval. If Franchisor approves the advertising materials prepared by Franchisee in writing, Franchisor may make available to other franchisees such advertising and promotion materials. Franchisee must pay duplication costs of any advertising or promotion material provided by Franchisor.

11.3 Franchisee shall fully participate in all such promotional campaigns, prize contests, special offers, and other programs, national, regional, or local in nature (including the introduction of new Services, Products, new franchises, or other marketing programs directed or approved by Franchisor), which are prescribed from time to time by Franchisor. Franchisee shall be responsible for the costs of such participation. In addition, Franchisee shall honor any coupons, gift certificates, or other authorized promotional offers of Franchisor at Franchisee's sole cost unless otherwise specified in writing by Franchisor. Franchisee will maintain an adequate supply of marketing brochures, pamphlets, and promotional materials as may be

required by Franchisor from time to time. The cost for such participation will be applied to Franchisee's Local Advertising Expense.

11.4 Franchisor will administer the fund to which Franchisee's System Marketing Fund Fees are applied (the "System Marketing Fund"). Franchisor may use System Marketing Fund contributions in its sole discretion for any purpose relating to sales, marketing, or advertising initiatives or programs that Franchisor may adopt from time to time, including sales, marketing, or advertising initiatives or programs that Franchisor may adopt periodically, including developing, producing, distributing, and placing advertising, engaging in telemarketing/Internet activities, establishing, maintaining, updating, and upgrading one or more websites, obtaining sponsorships and endorsements, and conducting public relations activities. Franchisor may, at its option, elect to administer the System Marketing Fund for the combined benefit of one or more ZAVAZONE® Indoor Adventure Parks. The System Marketing Fund will not be used to defray any of Franchisor's general operating expenses, except for reasonable salaries, administrative costs, and overhead Franchisor may incur in activities related to the administration of the System Marketing Fund and its programs, including preparing advertising and marketing materials and collecting and accounting for contributions to the System Marketing Fund. Franchisor will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with System Marketing Fund Fees, and the allocation of System Marketing Fund monies to production, placement, or other costs and may, among other things, in Franchisor's sole discretion create and allocate funds for conducting advertising and marketing programs on a national, regional, or local basis. Franchisor may use the System Marketing Fund contributions for creating or placing advertisements that are principally for the solicitation for new franchisees. Additionally, Franchisor may include in all advertising prepared from System Marketing Fund contributions (including Internet advertising) information concerning franchise opportunities, and a portion of System Marketing Fund contributions may be used to create and maintain one or more websites or interior pages on websites devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates. Although one of the goals of the System Marketing Fund is to maximize general recognition and patronage of the Trademarks for the benefit of all ZAVAZONE® Indoor Adventure Parks, Franchisor cannot assure Franchisee that its ZAVAZONE® Indoor Adventure Park will benefit directly or pro rata from the placement of advertising. System Marketing Fund Fees payable pursuant to this Agreement will be contributed to the System Marketing Fund. The System Marketing Fund will be accounted for separately from Franchisor's other funds, but its funds may be deposited in any of Franchisor's general accounts and commingled with Franchisor's other funds. Franchisor shall not be obligated to credit the System Marketing Fund with interest. Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions of all ZAVAZONE® Indoor Adventure Parks to the System Marketing Fund in that year. The System Marketing Fund may borrow from Franchisor or other lenders to cover deficits in the System Marketing Fund. The System Marketing Fund may invest any surplus for future use by the System Marketing Fund or use System Marketing Fund monies to repay loans made to the System Marketing Fund by Franchisor or other lenders. Franchisor will prepare annually a statement of monies collected and costs incurred by the System Marketing Fund and furnish Franchisee with a copy upon Franchisee's written request. Except as otherwise expressly provided in this Article 11, Franchisor assumes no direct or indirect liability or obligation with respect to the maintenance, direction, or administration of the System Marketing Fund. Franchisor does not act as trustee or in any other fiduciary capacity with respect to the System Marketing Fund.

11.5 Franchisor reserves the right to form a cooperative advertising association in your market ("Local Advertising Cooperative" or "Cooperative") for the purpose of jointly advertising and promoting multiple ZAVAZONE® Indoor Adventure Parks. Franchisor reserves the right to review each Cooperative's contribution rate on an annual basis and to disapprove a rate of less than 1/2 of Franchisee's required Local Advertising Expense. Franchisee's contributions to a Cooperative will be credited to Franchisee's Local Advertising Expense requirements. Franchisee agrees (i) to join, participate in, and actively support any Cooperative established by Franchisor and (ii) to make contributions to each Cooperative on the payment schedule adopted by the Cooperative's members and at the contribution rate Franchisor approves. Franchisor reserves the right to seek reimbursement from the Cooperative for reasonable administrative costs, salaries,

and overhead as Franchisor may incur in activities related to the implementation and administration of the Cooperative and related marketing programs. Franchisor shall have the sole right, in its discretion, to form, change, dissolve, or merge any Cooperative.

11.6 Franchisor may establish and maintain an Internet website that provides information about the ZAVAZONE® Indoor Adventure Parks and the Products and Services that ZAVAZONE® Indoor Adventure Parks offer. Franchisor will have sole discretion and control over the website's design and contents. Franchisor may use part of the System Marketing Fund or fees collected pursuant to any Cooperative to pay or reimburse itself for the costs of maintaining and updating the website, except that Franchisor may not use marketing fees or System Marketing Fund Fees to pay for those components of the website that are devoted to the sale of franchises for ZAVAZONE® Indoor Adventure Parks. The website may include a section that provides the address, telephone number, and e-mail address of each ZAVAZONE® Indoor Adventure Park in the System, including Franchisee's ZAVAZONE® Indoor Adventure Park. Franchisee will not have any independent right to advertise its ZAVAZONE® Indoor Adventure Park on the Internet.

ARTICLE 12: INSURANCE AND INDEMNITY

12.1 Franchisee shall, upon commencement of the Term, purchase and at all times maintain in full force and effect insurance policies, in such amounts and on such terms, as prescribed by the System Standards Manual, issued by an insurance company acceptable to Franchisor at all times during the Term of this Agreement and any Successor Terms. Insurance coverage must include, but is not limited to, comprehensive general liability, combined single limit, automobile, bodily injury, and all-risk property damage insurance and all other occurrences against claims of any person, employee, customer, agent, or otherwise in an amount per occurrence of not less than such amount set forth in the System Standards Manual and adjusted by Franchisor periodically in Franchisor's sole discretion, and unemployment and workers' compensation insurance and any other additional insurance required by the terms of any Lease or lender for the ZAVAZONE® Indoor Adventure Park. Insurance policies must insure Franchisee, Franchisor, Franchisor's Affiliates, and Franchisor's and Franchisor Affiliates' respective officers, directors, shareholders, managers, members, and all other parties designated by Franchisor, as additional named insureds against any liability which may accrue against them because of the ownership, maintenance, or operation by Franchisee of the ZAVAZONE® Indoor Adventure Park. The policies must also stipulate that Franchisor shall receive a 30-day prior written notice of cancellation and must contain endorsements by the insurance companies waiving all rights of subrogation against Franchisor. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance (collectively, "Certificates of Insurance") acceptable to Franchisor, including original endorsements effecting the coverage required by this Article, shall be furnished to Franchisor together with proof of payment within ten (10) days of issuance thereof. Franchisee shall also furnish Franchisor with certificates and endorsements evidencing such insurance coverage within ten (10) days after each of the following events: (i) at all policy renewal periods, no less often than annually, and (ii) at all instances of any change to, addition to, or replacement of any insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are subject to approval by Franchisor. Franchisor reserves the right to require complete, certified copies of all required insurance policies at any time in Franchisor's sole discretion. In the event Franchisee fails to obtain the required insurance and to keep the same in full force and effect, Franchisor may, but shall not be obligated to, purchase insurance on Franchisee's behalf from an insurance carrier of Franchisor's choice, and Franchisee shall reimburse Franchisor for the full cost of such insurance, along with a reasonable service charge to compensate Franchisor for the time and effort expended to secure such insurance, within five (5) days of the date Franchisor delivers an invoice detailing such costs and expenses to Franchisee. Notwithstanding the foregoing, failure of Franchisee to obtain insurance constitutes a material breach of this Agreement entitling Franchisor to terminate this Agreement or exercise any or a combination of the other default remedies set forth in Article 17 of this Agreement. Franchisee shall also procure and pay for all other insurance required by state or federal law. Franchisor reserves the right to modify minimum insurance requirements or the types of coverage required at any time in its sole discretion by updating the System

Standards Manual. All public liability and property damage policies shall contain a provision that Franchisor, although named as an additional insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its shareholders, members, directors, managers, employees, or agents.

12.2 Franchisee shall, during the Term and any Successor Terms and after the termination or expiration of this Agreement, indemnify and defend Franchisor, its Affiliates, and their respective officers, directors, managers, members, and employees, and hold them harmless against all claims, demands, losses, damages (including punitive damages), costs, suits, judgments, penalties, expenses (including reasonable attorneys' fees and amounts paid in settlement or compromise) and liabilities of any kind, whether or not ultimately determined to be meritorious (and including damages suffered by Franchisee or any of its property) (collectively, "Damages") for which they are held liable, or which they incur (including travel, investigation, and living expenses of employees and witness fees) in any litigation or proceeding as a result of or arising out of (a) a breach of this Agreement, or any other agreement between the parties, or any breach of a Lease or other instrument by which the right to occupy any ZAVAZONE® Indoor Adventure Park or any other premises used by Franchisee to operate the ZAVAZONE® Indoor Adventure Park is held, by Franchisee; (b) any injury to, or loss of property of, any person in, or on, the ZAVAZONE® Indoor Adventure Park or any other premises used by Franchisee to operate the ZAVAZONE® Indoor Adventure Park; (c) Franchisee's taxes, liabilities, costs, or expenses of its ZAVAZONE® Indoor Adventure Park; (d) any negligent or willful act or omission of Franchisee, its officers, directors, managers, members, partners, employees, agents, servants, contractors, or others for whom it is, in law, responsible; (e) any violation of any federal, state, or local law, ordinance or regulation imposing requirements or prohibitions on Franchisee in the operation of the ZAVAZONE® Indoor Adventure Park; and (f) any advertising or promotional material distributed, broadcasted, or in any way disseminated by Franchisee, or on its behalf unless such material has been produced or approved in writing by Franchisor.

ARTICLE 13: RELATIONSHIP

13.1 Franchisee acknowledges that it is an independent contractor and is not an agent, partner, joint venture, or employee of Franchisor and no training or supervision given by, or assistance from, Franchisor shall be deemed to negate such independence. Neither party is liable or responsible for the other's debts or obligations, nor shall either party be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's business authorized by or conducted pursuant to this Agreement. Franchisor and Franchisee agree that no partnership, fiduciary relationship, joint venture, or employment relationship exists between them. Franchisee shall conspicuously identify itself in all dealings with the public as a sole operator that is an entity separate from Franchisor and state that Franchisor has no liability for the ZAVAZONE® Indoor Adventure Park being conducted from the ZAVAZONE® Indoor Adventure Park location. It is expressly agreed that the parties intend by this Agreement to establish between Franchisor and Franchisee the relationship of franchisor and franchisee. It is further agreed that Franchisee has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Franchisee agrees that it will not hold itself out as the agent, employee, partner, or co-venturer of Franchisor. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor's control. Franchisor shall not have any duty or obligation to operate the Franchisee's ZAVAZONE® Indoor Adventure Park, to direct or supervise Franchisee's employees, or to oversee Franchisee's employment policies or practices. Each of the parties agrees to file its own tax, regulatory, and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

13.2 Neither party hereto shall make any agreements, representations, or warranties (except by Franchisor in advertising as provided herein) in the name of, or on behalf of, the other party; neither party hereto shall be obligated by, nor have any liability for, any agreements, representations, or warranties made by the other (except by Franchisor in advertising as provided herein) nor shall Franchisor be liable for any damages to any person or property, directly or indirectly, arising out of the operation of Franchisee's

ZAVAZONE® Indoor Adventure Park, whether caused by Franchisee's negligent or willful action or failure to act.

13.3 Franchisor shall have no liability for Franchisee's obligations to pay any third parties, including without limitation, any product vendors, or any value-added, sales, use, service, occupation, excise, Gross Sales, income, property, or other tax levied upon Franchisee, Franchisee's property, the ZAVAZONE® Indoor Adventure Park or upon Franchisor in connection with the sales made or business conducted by Franchisee (except any taxes Franchisor is required by law to collect from Franchisee with respect to purchases from Franchisor).

ARTICLE 14: RESTRICTIVE COVENANTS

14.1 Franchisee acknowledges and agrees that Franchisee's entire knowledge of the operation of the ZAVAZONE® Indoor Adventure Park, the System, and the concepts and methods of promoting the ZAVAZONE® Indoor Adventure Park hereunder, that it has now or obtains in the future, is derived from Franchisor's Confidential Information and Trade Secrets. Franchisee further acknowledges and agrees that all of the Confidential Information and Trade Secrets are the sole property of Franchisor, represent valuable assets of Franchisor, and that Franchisor has the right to use the Confidential Information and Trade Secrets in any manner it wishes at any time. During the Term and any Successor Terms, Franchisee, and Franchisees' owners, designated business managers, officers, directors, managers, members, partners, and employees who have access to the Confidential Information and Trade Secrets agree that they: (1) will not use the Confidential Information or Trade Secrets in any other business or capacity or for their own benefit; (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (3) will not make unauthorized copies of any portion of the Confidential Information and Trade Secrets; and (4) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets including requiring employees, designated business managers, training class attendees, and Franchisee owners who have access to the Confidential Information and Trade Secrets to execute such nondisclosure and noncompetition agreements as Franchisor may require periodically, and provide Franchisor, at Franchisor's request, with signed copies of each of those agreements. Franchisor will be named as a third-party beneficiary on such nondisclosure and noncompetition agreements.

14.2 Franchisee acknowledges and agrees that after this Agreement expires or is terminated, Franchisee, and Franchisees' owners, designated business managers, and employees who have access to the Confidential Information and Trade Secrets agree they: (a) will not use the Confidential Information or Trade Secrets in any other business or capacity or for their own benefit; (b) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (c) will not make unauthorized copies of any portion of the Confidential Information or Trade Secrets; and (d) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets including requiring written nondisclosure and noncompetition agreements for those individuals as Franchisor may require and provide Franchisor, at Franchisor's request, with signed copies of each of those agreements. Franchisor will be named as a third-party beneficiary on such nondisclosure and noncompetition agreements. Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) Confidential Information in the public domain after it was communicated to Franchisee through no fault of Franchisee, its owners, designated business managers, or employees; (b) Confidential Information in Franchisee's possession free of any obligation of confidence at the time it was communicated to Franchisee; or (c) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Franchisee is legally compelled to disclose the information, if Franchisee has notified Franchisor before disclosure and used Franchisee's best efforts, and afforded Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

14.3. Except as otherwise approved in writing by Franchisor, Franchisee covenants and agrees that, during the Initial Term or any Successor Term, Franchisee, Franchisee's Affiliates, owners, officers, directors, managers, members, partners, and employees shall not, either directly or indirectly, for Franchisee or through, on behalf of, or in conjunction with any person or entity:

14.3.1. Divert or attempt to divert any present or prospective business or customer of any of Franchisor's franchised or other businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Trademarks or the System;

14.3.2. Employ or seek to employ any person who is at the date Franchisee employs or seeks to employ such person, or was within one year before such date, employed by Franchisor or any of Franchisor's Affiliates or by any of Franchisor's other franchisees, or otherwise directly or indirectly induce such person to leave his or her employment; or

14.3.3. Own, maintain, advise, invest in, operate, engage in, be employed by, be a consultant to, loan money to, provide any assistance to, be a franchisee of, or have any interest in (as owner, guarantor, or otherwise) any business (a) that is the same as, or similar to, the business franchised hereunder; (b) that offers supplies, material, equipment, and ancillary items sold, leased, prepared, or otherwise dealt with in connection with offering adventure park services, including, but not limited to trampolines, foam pits, rope courses, parkour course, obstacle courses, climbing walls, slides, zip lines, and/or ball pits; (c) offers services or products that are the same as or similar to those offered in a ZAVAZONE® Indoor Adventure Park.

14.4. Except as Franchisor otherwise approves in writing, Franchisee, Franchisee's Affiliates, owners, officers, directors, managers, members, partners, and employees shall not, for a continuous uninterrupted period of two (2) years commencing upon (a) any Transfer having the effect of (1) transferring this Agreement, (2) changing control of Franchisee, or (3) changing the ownership of all or substantially all of the assets of the Franchisee's ZAVAZONE® Indoor Adventure Park, (b) termination or expiration of this Agreement (regardless of the cause for termination or expiration), or (c) a final order of a duly authorized court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Paragraph 14.4, either directly or indirectly, for Franchisee, or through, on behalf of, or in conjunction with, any person or entity:

14.4.1 Divert or attempt to divert any present or prospective business or customer of any of Franchisor's franchised or other businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Trademarks or the ZAVAZONE® Indoor Adventure Park System;

14.4.2 Employ or seek to employ any person who is at the date Franchisee employs or seeks to employ such person, or was within one year before such date, employed by Franchisor or any of Franchisor's affiliates or by any of Franchisor's other franchisees, or otherwise directly or indirectly induce such person to leave his or her employment; or

14.4.3 Own, maintain, advise, invest in, operate, engage in, be employed by, be a consultant to, loan money to, provide any assistance to, be a franchisee of, or have any interest in (as owner, guarantor, or otherwise) any business (1) (a) that is the same as, or similar to, the business franchised hereunder; (b) that offers supplies, material, equipment, and ancillary items sold, leased, prepared, or otherwise dealt with in connection with offering adventure park services, including, but not limited to trampolines, foam pits, rope courses, parkour course, obstacle courses, climbing walls, slides, zip lines, and/or ball pits; (c) offers services or products that are the same as or similar to those offered in a ZAVAZONE® Indoor Adventure Park; and (2) which business is, or is intended to be, located in or within: (i) the premises in which your former ZAVAZONE® Indoor Adventure Park was located; (ii) the Protected Territory; (iii) a radius of 20 miles around the Protected Territory; or (iv) a radius of 20 miles from any business that is owned by Franchisor or any of Franchisor's affiliates or that is franchised by Franchisor that is the same as or similar to a ZAVAZONE® Indoor Adventure Park.

14.5 Articles 14.3 and 14.4 above shall not apply to your ownership of a less than 5% beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

14.6 Franchisor has the right, but not the obligation, during the Initial Term or afterwards, to reduce the scope of any covenant in the Article 14 or any portion of any covenant in this Article 14, without your consent, effective immediately upon receipt by Franchisee of written notice; and Franchisee shall comply immediately with any covenant as so modified, which shall be fully enforceable without regard to any other provision of Article 14.

14.7 If any person restricted by this Article 14 refuses to voluntarily comply with the foregoing obligations, the two-year period will commence with the entry of any order of a court or arbitrator enforcing this Article 14. The parties have attempted in this Article 14 to limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope of enforceability of the provision of this Article 14 is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify this Article 14 to the extent that it deems necessary to make such provision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee. Franchisee EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE FRANCHISEE OF THE ABILITY TO EARN A LIVING.

14.8 Franchisor must be protected against the potential for unfair competition by Franchisee's use of Franchisor's training, assistance, Confidential Information, and Trade Secrets in direct competition with Franchisor. Franchisee further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, Trade Secrets, and other information with Franchisee absent Franchisee's agreement to strictly comply with the provisions of this Article 14. Franchisee acknowledges that as a Franchisee of Franchisor, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as a franchisee. Franchisee acknowledges that a breach of the covenants contained in this Article 14 will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right, without prior notice to Franchisee, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

14.9 In the event that Franchisee is not an individual, this Article 14 will also apply to the officers, directors, stockholders, partners, members, trustees, beneficiaries, and/or principals of Franchisee, Franchisee, and any persons controlled by, controlling, or under common control with Franchisee.

ARTICLE 15: ASSIGNMENT

15.1 Franchisee acknowledges that Franchisor's obligations under this Agreement are not personal. Franchisor shall have the absolute right, in its sole discretion and at any time, to unconditionally transfer or assign this Agreement or any of its rights or obligation under this Agreement to any person, corporation, or other party. Franchisor reserves the right to assign the franchise system to anyone, including the operator of a competing national or regional chain or franchise system. Franchisee acknowledges and agrees that Franchisor may sell its assets, the Trademarks, or the System to any third party of Franchisor's choice; may offer its securities privately or publicly; may merge with or acquire other business entities or be acquired by another business entity; may permit and participate in any transfer or distribution of its securities in connection with a spin-off; may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring; or may terminate or cease to exist or dissolve, in any such case without Franchisee's consent and, provided the transferee expressly assumes and undertakes to perform Franchisor's obligations in all material respects, do so free of any responsibility or liability whatsoever to Franchisee after the transaction occurs. With regard to any of the above sales, assignment, and dispositions, Franchisee expressly and specifically waives any claims, demands, or damages against Franchisor arising from or related to the transfer of the Trademarks, assets, or the System from Franchisor to any other party.

15.2 Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee. Accordingly, this Agreement and Franchisee's rights and interests

hereunder, the property and assets owned and used by Franchisee in connection with the ZAVAZONE® Indoor Adventure Park, and any shares, stock, membership,, or interest in any corporation, limited liability company, or other entity having an interest in the ZAVAZONE® Indoor Adventure Park, shall not be voluntarily or involuntarily, directly or indirectly sold, pledged, assigned, transferred, shared, subdivided, sub-franchised, encumbered, or transferred in any way (including, without limitation, in the event of the death of Franchisee if Franchisee is an individual), in whole or in part, in any manner whatsoever without the prior written approval of Franchisor, which approval will not be unreasonably withheld or delayed, and in compliance with all terms of this Article 15. Any unauthorized sale, assignment, transfer, or other conveyance, by operation of law or otherwise, or any attempt to do so, shall be deemed void and grounds for termination of this Agreement by Franchisor.

15.3 With and after each valid assignment of this Agreement pursuant to this Article 15, the assignee or assignees of Franchisee shall be deemed to be Franchisee under this Agreement and will be bound by and liable for all of Franchisee's existing and future obligations. No stockholder in any corporation, member in any limited liability company, or partner in any partnership which becomes Franchisee shall have any rights under this Agreement by reason of his, her, or its stock ownership, membership interest, or partnership interest.

15.4 If Franchisee shall at any time determine to sell, in whole or in part, the ZAVAZONE® Indoor Adventure Park, Franchisee shall obtain a bona fide, executed, written offer ("Purchase Offer") for the ZAVAZONE® Indoor Adventure Park together with all real or personal property, leasehold improvements, and other assets used by Franchisee in its ZAVAZONE® Indoor Adventure Park from a responsible, arms' length, and fully disclosed purchaser and shall submit an exact copy of such Purchase Offer to Franchisor. Franchisor will have a right of first refusal to purchase the ZAVAZONE® Indoor Adventure Park as provided in Article 16.

15.5 No transfer or assignment of this Agreement will be approved by Franchisor or be effective unless and until all the following conditions are satisfied: (a) Franchisee being then in full compliance herewith and paying to Franchisor all outstanding debts or amounts owing to Franchisor and any Affiliates or suppliers of Franchisor; (b) the transferee executing Franchisor's then-current form of franchise agreement (which, in Franchisor's sole discretion, may have terms equal to the remainder of Franchisee's Initial Term, or may include a new full-length Term, and which may otherwise contain provisions substantially different from those contained herein, including a higher royalty and greater required expenditures for advertising and promotion than are provided hereunder, and such other documents then customarily used by Franchisor to grant franchises, but which shall not require the payment of another Initial Fee, but rather a Transfer Fee as provided below), all other documents as may be reasonably requested by Franchisor and paying to Franchisor a transfer fee ("Transfer Fee") in the amount of: (i) if to an existing owner of Franchisee, one thousand five hundred and no/100 dollars ($1,500.00); (ii) if to an existing ZAVAZONE® Indoor Adventure Park franchisee, fifty percent (50%) of the then-current initial fee; or (iii) if to an unaffiliated third-party, seventy-five percent (75%) of the then-current Initial Fee; (c) Franchisee's execution of a general release of Franchisor, including its officers, directors, members, agents, employees, and Affiliates from such parties' obligations under the Agreement; (d) the transferee purchasing all of Franchisee's assets used in the ZAVAZONE® Indoor Adventure Park in accordance with all applicable bulk sales legislation and assuming all of the liabilities of the ZAVAZONE® Indoor Adventure Park unless such liabilities have been paid prior to the closing of the transaction of purchase and sale or unless the sale is a sale of shares in the capital stock or membership interest of Franchisee; (e) the transferee shall be an individual, corporation, limited liability company, partnership, or other business entity having adequate financial resources who shall meet all criteria established by Franchisor for franchisees; (f) the transferee shall complete Franchisor's then-current training program established by Franchisor for franchisees; (g) the parties to the proposed transaction will have entered into a binding agreement subject only to the rights of Franchisor set out in Article 16. Franchisor shall be furnished a copy of this binding agreement, and such agreement shall be subject to Franchisor's approval in writing. Franchisee must advise each prospective transferee of this provision and the other terms of this Agreement, (h) the proposed transferee or the stockholders, partners, members, or owners of a beneficial interest in a proposed corporation, partnership, limited liability company, or other entity transferee,

provide jointly and severally such personal guarantees as Franchisor may request, guaranteeing the proposed transferee's performance of its obligations under the agreements to be entered into; (i) the proposed transferee shall have demonstrated to Franchisor's satisfaction that it, he, or she will meet in all respects Franchisor's standards applicable to new franchisees regarding experience, personal and financial reputation, and stability, willingness and ability to devote its, his, or her full time and best efforts to the operation of the ZAVAZONE® Indoor Adventure Park, and any other conditions as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided with all information about the proposed transferee as Franchisor may reasonably require. Because of the confidential information and trade secrets available to a franchisee, no assignment to a competitor of Franchisor will be permitted; and (j) the transferee paying all costs of Franchisor with respect to (1) the granting of its approval, as hereinbefore contemplated, including but not limited to all of its legal costs with respect to the preparation and execution of the above noted then-current form of Franchise Agreement, and all other documents then customarily used by Franchisor to grant franchises; and (2) the transfer, including but not limited to, all professional fees (attorneys' fees, broker fees, and the like), leasing expenses, brokerage commissions or fees, document preparation costs, and due diligence.

15.6 Notwithstanding anything to the contrary herein contained, Franchisor shall, upon Franchisee's compliance with such requirements as may from time to time be prescribed by Franchisor (including the obtaining of all necessary approvals to the assignment of the Lease, if any, of the ZAVAZONE® Indoor Adventure Park), consent to an assignment of Franchisee's right, title, and interest in and to this Agreement, and the property and assets owned and used by Franchisee in connection therewith and any other agreement then in effect between Franchisee and Franchisor to a corporation, limited liability company or other business entity which is wholly owned and controlled by Franchisee, subject to the following (provided that such assignment shall in no way release Franchisee from any liability under this Agreement): (a) contemporaneously with such assignment and thereafter upon the appointment or election of any person as director, officer, partner, or manager of such corporation, limited liability company, or other business entity, such corporation, limited liability company, partnership, or other business entity shall cause each shareholder, partner, member, manager, director(s), and officer(s) of the corporation, limited liability company, partnership, or other business entity to execute a written agreement with Franchisor, personally guaranteeing full payment and performance of Franchisee's obligations to Franchisor and individually undertaking to be bound, jointly and severally, by all the terms of this Agreement or any new current form of Franchise Agreement and jointly and severally liable; (b) no shares or interest in the capital of such corporation, limited liability company, partnership, or other business entity shall be issued nor shall Franchisee directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, convey, donate, pledge, mortgage, or otherwise encumber any such shares or interest or offer or attempt to do so or permit the same to be done without Franchisor's prior written consent; (c) the corporation shall maintain stop transfer instructions against the transfer of shares or membership interests on its records subject to the restrictions of this Article and shall have all outstanding shares or membership interest certificates endorsed with the following legend printed conspicuously upon the face of each share or certificate:

> "*The transfer of this certificate is subject to the terms and conditions of a certain Franchise Agreement with Zava Zone LG, LLC. Reference is made to said Franchise Agreement and to the restrictive provisions of the articles of this corporation*."

(d) the articles of incorporation, articles of organization, operating agreement, partnership agreement, shareholder agreement, and by-laws of the corporation, limited liability company, partnership, or other business entity shall provide that its objectives or business is confined exclusively to the operation of the ZAVAZONE® Indoor Adventure Park as provided for in this Agreement, and recite that the issuance and transfer of any shares, membership interest, partnership interest, or other interest is restricted by the terms of this Agreement, and copies thereof shall be furnished to Franchisor upon request; (e) Franchisor's consent to a transfer of any interest subject to the restrictions of this Article shall not constitute a waiver of any claim it may have against the assignor, nor shall it be deemed a waiver of Franchisor's right to demand exact

compliance with any of the terms of this Agreement by the assignee; (f) the corporation, partnership, limited liability company, or other business entity shall advise Franchisor and keep Franchisor current as to the names and addresses of the directors, officers, members, partners, and shareholders of and those persons financially involved in the corporation, partnership, limited liability company, or other business entity; and (g) Franchisee agrees to devote its full time and best efforts to manage the day-to-day operations of the ZAVAZONE® Indoor Adventure Park unless it has an operational partner or designated business manager approved by Franchisor.

15.7 Upon the death or permanent disability of an individual Franchisee (or the controlling shareholder, member, or partner if Franchisee is a legal entity), the personal representative of such person shall transfer all right, title, and interest in this Agreement or such interest in Franchisee to any approved third party, which may include an heir or legatee that otherwise satisfies Franchisor's then-current standards and qualifications for new Franchisee. Such disposition of this Agreement or such interest (including, without limitation, transfer by bequest or inheritance, provided such transfer is in accordance with the requirements of this Article 15.7) shall be completed within a reasonable time, not to exceed six (6) months from the date of death or permanent disability (unless extended by probate proceedings), and shall be subject to all the terms and conditions applicable to transfers contained in this Article. Franchisor shall have the right, in Franchisor's sole discretion, to operate the ZAVAZONE® Indoor Adventure Park or to appoint a representative or designee to operate the ZAVAZONE® Indoor Adventure Park, for a period of up to 180 days, or until such time as Franchisee's interest shall have been transferred to an approved third party, whichever occurs first. Franchisor or the appointed representative shall be entitled to retain all revenues, and shall pay all operating expenses from the operation of the ZAVAZONE® Indoor Adventure Park, with the right to seek or require reimbursement by Franchisee's estate or personal representative for expenses Franchisor is not able to pay from the revenues, during the period of operation of the ZAVAZONE® Indoor Adventure Park. Failure to transfer the interest in this Agreement or such interest in Franchisee within said period of time shall constitute a breach of this Agreement and shall entitle Franchisor to terminate this Agreement without further notice or the opportunity to cure. For purposes hereof, the term "Permanent Disability" shall mean a mental or physical disability, impairment, or condition that prevents Franchisee or Franchisee's controlling shareholder, member, or partner from performing the essential functions of Franchisee.

15.8 Franchisee shall grant no security interest in any of the assets of the ZAVAZONE® Indoor Adventure Park unless the secured party agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and the option to be substituted as obligor to the secured party and to cure any default of Franchisee, except that any acceleration of indebtedness due to Franchisee's default shall be void. Franchisee shall not have the right to grant a subfranchise.

ARTICLE 16: OPTION TO PURCHASE, RIGHT OF FIRST REFUSAL

16.1 Unless otherwise explicitly provided by this Agreement, Franchisor shall be entitled to exercise the rights provided in this Article immediately upon: (a) the expiration without extension of Franchisee's rights to operate the ZAVAZONE® Indoor Adventure Park or the termination for any reason of the License or this Agreement; (b) any breach, default, or other event that gives Franchisor the right to terminate the License or this Agreement, after expiration of any applicable notice and cure period; or (c) the receipt by Franchisor of a copy of a Purchase Offer.

16.2 Upon any event described in this Article 16, Franchisor shall have the option to purchase all of Franchisee's rights, title, and interest in the ZAVAZONE® Indoor Adventure Park, and all its improvements, furniture, fixtures, equipment, and products, and all of Franchisee's accounts, contract rights, customer and vendor lists, work in progress, and other business assets. The purchase price for Franchisee's ZAVAZONE® Indoor Adventure Park assets shall be the current fair market value. If Franchisee and Franchisor cannot agree on fair market value within a reasonable time, an independent appraiser will be designated by each of Franchisee and Franchisor and an average of the two appraised values will be binding.

Appraised values will exclude any and all consideration for goodwill or going concern value created by the Trademarks and System licensed to Franchisee.

16.3 If Franchisor elects to exercise any option to purchase provided in this Article 16, Franchisor will have the right to set off all amounts due from Franchisee under the Franchise Agreement or any other agreements between the parties, any commissions or fees payable to any broker, agent, or other intermediary and the cost of the appraisal, if any, against any payment. Franchisor shall also have the right to substitute cash for any other form of consideration specified in the Purchase Offer and to pay in full the entire purchase price at the time of closing.

16.4 Franchisor will notify Franchisee of its intention to exercise or not exercise its rights to purchase ("Notice of Intent") within sixty (60) days following an event described in this Article 16. The Notice of Intent will specify the assets to be purchased, and the current fair market value as determined by Franchisor. Franchisee will then have 14 days following receipt of Franchisor's Notice of Intent to object to any of the prices specified therein, and any disputes over pricing shall be resolved through appraisal as specified by this Article 16. If Franchisor declines to exercise its rights under this Article within the sixty (60) day period described above, as applicable, Franchisee may thereafter sell or dispose of the ZAVAZONE® Indoor Adventure Park to any third party, but not at a lower price nor on more favorable terms than set forth in the Purchase Offer, if any, or the Notice of Intent and subject to the prior written permission of Franchisor and satisfaction of the other conditions to assignment set forth in Article 15. If the sale to such third-party purchaser is not completed within ninety (90) days after Franchisor delivers the Notice of Intent to Franchisee, Franchisor shall again have the right of first refusal provided in this Agreement.

ARTICLE 17: DEFAULT AND TERMINATION

17.1 Franchisor shall have the right, at its option, to (i) suspend performance of certain or all of its services to Franchisee during the time period Franchisee is in default of this Agreement; or (ii) terminate this Agreement and all rights granted Franchisee hereunder (subject to the provisions of applicable state law governing franchise termination and renewal), effective upon receipt of notice by Franchisee, addressed as provided in Article 18, upon the occurrence of any of the following events: (a) Franchisee fails or refuses to open the ZAVAZONE® Indoor Adventure Park on or before the Projected Opening Date; (b) Franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of Franchisor's System Standards Manual, Confidential Information, or Trade Secrets of Franchisor; (c) Franchisee voluntarily abandons the ZAVAZONE® Indoor Adventure Park for a period of five (5) consecutive days, or any shorter period that indicates an intent by Franchisee to discontinue operation of the ZAVAZONE® Indoor Adventure Park, unless such abandonment is due to fire, flood, earthquake, or other similar causes beyond Franchisee's control and not related to the availability of funds to Franchisee; (d) Franchisee becomes insolvent or is adjudicated a bankrupt; or any action is taken by Franchisee, or by others against Franchisee under any insolvency, bankruptcy, or reorganization act, or if Franchisee makes an assignment for the benefit of creditors, or a receiver is appointed for Franchisee; (e) any material judgment (or several judgments which in the aggregate are material) is obtained against Franchisee and remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas or other appeal bond has been filed); or if execution is levied against Franchisee's ZAVAZONE® Indoor Adventure Park or any of the property used in the operation of the ZAVAZONE® Indoor Adventure Park and is not discharged within five (5) days; or if the real or personal property of Franchisee's ZAVAZONE® Indoor Adventure Park shall be sold after levy thereupon by any sheriff, marshal, or constable; (f) Franchisee, the designated business manager, or any owner of greater than 10% of the Franchisee entity is charged or convicted of a any felony charge, or a crime involving moral turpitude, or a felony or misdemeanor of any type against a child, or any crime or offense that is reasonably likely, in the sole opinion of Franchisor, to materially and unfavorably affect the System, Trademarks, goodwill, or reputation thereof; (g) Franchisee fails to pay any amounts due Franchisor or Affiliates within ten (10) days after receiving notice that such fees or amounts are overdue; (h) Franchisee misuses or fails to follow Franchisor's directions and guidelines concerning use of the Trademarks and fails to correct the misuse or failure within ten (10) days after notification from Franchisor; (i) Franchisee has received two

notices of default with respect to Franchisee's obligations hereunder from Franchisor within a 12-month period, regardless of whether the defaults were cured by Franchisee; (j) Franchisee sells, transfers, or otherwise assigns the ZAVAZONE® Indoor Adventure Park, an interest in the ZAVAZONE® Indoor Adventure Park or Franchisee entity, this Agreement, or a substantial portion of the assets of the ZAVAZONE® Indoor Adventure Park owned by Franchisee without complying with the provisions of Article 15; (k) Franchisee submits on two or more occasions during the Term a report, financial statement, tax return, schedule, or other information or supporting record which understates its Gross Revenue by more than 2%, unless Franchisee demonstrates that such understatement resulted from inadvertent error; (l) Franchisee fails or refuses to submit any report, financial statement, tax return, schedule, or other information or supporting records required herein, or submits such reports more than five (5) days late on two or more occasions during the Term or any Successor Term unless due to circumstances beyond the control of Franchisee; (m) Franchisee sells or offers for sale any unauthorized merchandise, product, or service, engages in any unauthorized business or practice or sells any unauthorized product or service under the Trademarks or under a name or mark which is confusingly similar to the Trademarks; (n) Franchisee contests in any court or proceeding the validity of or Franchisor's ownership of the Trademarks or copyrighted materials; (o) Franchisee is a corporation, limited liability company, partnership, or other business entity and any action is taken which purports to merge, consolidate, dissolve, or liquidate such entity without Franchisor's prior written consent; (p) Franchisee or its designated business manager fails to successfully complete Franchisor's training or re-training course(s); (q) Franchisee receives from Franchisor during the Term and any Successor Term three or more notices of default regardless whether such notices of default relate to the same or different defaults, or whether such defaults have been remedied by Franchisee; or (r) any misrepresentation under Article 1.9 or any violation of Anti-Terrorism Laws by Franchisee, its designated business manager, its owners, officers, directors, managers, members, partners, agents, or employees.

17.2 Franchisor shall have the right, at its option, to (i) suspend performance of certain or all of its services to Franchisee during the time period Franchisee is in default of this Agreement; (ii) reduce the size of Franchisee's Protected Territory, as determined by Franchisor in Franchisor's discretion, or (iii) terminate this Agreement (subject to any state laws to the contrary, where state law shall prevail), effective upon thirty (30) days' written notice to Franchisee, if Franchisee breaches any other provision of this Agreement and fails to cure the default during such thirty (30)-day period. In that event, this Agreement will terminate without further notice to Franchisee, effective upon expiration of the thirty (30)-day period. Defaults shall include, but not be limited to, the following: (a) Franchisee fails to maintain the then-current operating procedures and standards established by Franchisor as set forth herein or in the System Standards Manual or otherwise communicated to Franchisee; (b) Franchisee fails, refuses, or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement; (c) Franchisee fails or refuses to comply with the then-current requirements of the System Standards Manual; (d) Franchisee, or any partnership, joint venture, limited liability company, corporation, or other business entity in which Franchisee has a controlling equity interest or which has a controlling interest in Franchisee, defaults under any term of the Lease of the ZAVAZONE® Indoor Adventure Park or any other premises used by Franchisee to operate the ZAVAZONE® Indoor Adventure Park, any other franchise agreement with Franchisor or any other agreement material to the ZAVAZONE® Indoor Adventure Park and such default is not cured within the time specified in such Lease, other franchise agreement, or other agreement; (e) Franchisee fails, refuses, or neglects to submit a statement of monthly revenues accompanying the Royalty Fee or National Advertising and Promotions Fees or any other report required under the Agreement when due; (f) Franchisee fails, refuses, or neglects to accurately report Gross Sales, sales information, or other information required by Franchisor to be reported; or (g) Franchisee fails to comply with any other provision of this Agreement or any specification, standard, or operating procedure prescribed by Franchisor and does not correct such failure within 10 days (or thirty (30) days if this is the first non-compliance or breach) after written notice from Franchisor (which shall describe the action that Franchisee must take) is delivered to Franchisee.

17.3 Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot be reasonably cured within such thirty (30) day period and Franchisee has commenced and is continuing to

make good faith efforts to cure the breach during such thirty (30)-day period, Franchisee shall be given an additional reasonable period of time to cure the same, but in no event longer than thirty (30) additional days.

17.4 A termination of this Agreement by Franchisee shall be deemed to be a termination without cause, and a breach hereof, by Franchisee. Franchisee agrees that it shall not, on grounds of an alleged nonperformance by Franchisor of any of its obligations or any other reason, withhold payment of any amount due to Franchisor whatsoever or set off amounts owed to Franchisor under this Agreement, against any monies owed to Franchisee, which right of setoff is hereby expressly waived by Franchisee.

17.5 No endorsement or statement on any check or payment of any sum less than the full sum due to Franchisor shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Franchisor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. Franchisor may apply any payments made by Franchisee against any past due indebtedness of Franchisee as Franchisor may see fit. Franchisor may set off against any payment due to Franchisee hereunder any outstanding debts of Franchisee to Franchisor, and may, at Franchisor's option, pay Franchisee's trade creditors out of any sum otherwise due to Franchisee.

17.6 Franchisee agrees to pay within five (5) days of the effective date of termination or expiration of the Franchise all amounts owed to Franchisor, the Lessor of the ZAVAZONE® Indoor Adventure Park or other premises used in the ZAVAZONE® Indoor Adventure Park System (if applicable) and Franchisee's trade and other creditors which are then unpaid.

17.7 In the event of termination of this Agreement prior to its expiration date, Franchisee acknowledges that it would be impossible to determine the amount of Franchisor's damages precisely, and Franchisee accordingly agrees that in such event it shall be obligated to pay to the Franchisor, as liquidated damages, and not as a penalty, all Royalty Fees and System Marketing Fund Fee payments that the Franchisor would have received, if this Agreement remained in effect until its scheduled expiration date. The Royalty Fee payment owed to Franchisor is determined by the average contribution paid to Franchisor during, or accrued as due and owing to Franchisor, for the previous twelve (12) months at the time of termination of this Agreement multiplied by the lesser of (i) the remaining term of this Agreement; or (ii) a period of three (3) years.

17.8 All royalty and advertising contributions, all amounts due for goods purchased by Franchisee from time to time from Franchisor or its Affiliates, and any other amounts owed to Franchisor or its Affiliates by Franchisee pursuant to this Agreement or any other agreement shall bear interest after the due date at the rate of 18% per annum or the highest rate permitted by law, whichever is lower, both before and after default, with interest on overdue interest at the aforesaid rate. The acceptance of any interest payment shall not be construed as a waiver by Franchisor of its rights in respect of the default giving rise to such payment and shall be without prejudice to Franchisor's right to terminate this Agreement in respect of such default.

17.9 Should Franchisee, or any partnership or joint venture or corporation in which Franchisee has a controlling equity interest, be a franchisee pursuant to another Franchise Agreement with Franchisor, respecting another franchised ZAVAZONE® Indoor Adventure Park using the Trademarks, a default under this Agreement shall constitute a default under such other Franchise Agreement and vice versa, with like remedies available to Franchisor. Should such other Franchise Agreement cease to be valid, binding, and in full force and effect for any reason, then Franchisor may, at its option, terminate this Agreement and this Agreement shall be forthwith surrendered by Franchisee and terminated, and likewise should this Agreement cease to be valid, binding, and in full force and effect for any, reason, Franchisor may at its option terminate the other Franchise Agreement and the other Franchise Agreement shall be forthwith surrendered and terminated. In the event that there is more than one Franchisee, or if Franchisee should consist of more than one legal entity, Franchisee's liability hereunder shall be both joint and several. A breach hereof by one such entity or Franchisee shall be deemed to be a breach by both or all.

17.10 Franchisee agrees that upon termination or expiration of this Agreement, it shall take the following action: (a) immediately discontinue the use of all Trademarks, signs, structures, forms of advertising, telephone listings, facsimile numbers, e-mail addresses, the System Standards Manual, and all materials, Products, and Services of any kind which are identified or associated with the System and return all these materials and Products to Franchisor; (b) immediately turn over to Franchisor all materials, including the System Standards Manual, customer lists, records, files, instructions, brochures, advertising materials, agreements, Confidential Information, Trade Secrets, and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the ZAVAZONE® Indoor Adventure Park (all of which are acknowledged to be Franchisor's property). Under no circumstances shall Franchisee retain any printed or electronic copies of the System Standards Manual, Confidential Information, or Trade Secrets or portions thereof upon expiration or termination of this Agreement; (c) Franchisee hereby acknowledges that all telephone numbers, facsimile numbers, and Internet addresses used in the operation of the ZAVAZONE® Indoor Adventure Park constitute assets of Franchisor, and upon termination or expiration of this Agreement, Franchisee shall take such action within five (5) days to cancel or assign to Franchisor or its designee as determined by Franchisor, all Franchisee's right, title, and interest in and to Franchisee's telephone numbers, facsimile numbers, and Internet addresses and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number, facsimile number, and Internet and e-mail addresses, and any regular, classified, or other telephone directory listing associated with the Trademarks and to authorize a transfer of same to or at the direction of Franchisor. Franchisee acknowledges as between Franchisor and Franchisee, Franchisor has the sole rights to, and interest in, all telephone numbers, facsimile numbers, directory listings, and Internet addresses used by Franchisee to promote the ZAVAZONE® Indoor Adventure Park and/or associated with the Trademarks. Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. Attachment F evidences such appointment; (d) immediately take all steps necessary to amend or terminate any registration or filing of any d/b/a or business name or fictitious name or any other registration or filing containing the Trademarks so as to delete the Trademarks and all references to anything associated with the System; (e) Franchisee shall, at Franchisor's option, immediately assign to Franchisor any interest in which Franchisee has in any Lease for the ZAVAZONE® Indoor Adventure Park. In the event Franchisor does not elect to exercise its option to acquire the Lease for the ZAVAZONE® Indoor Adventure Park, then, to the extent, if any, Franchisee is permitted to conduct any business at the ZAVAZONE® Indoor Adventure Park pursuant to the terms of this Agreement or a separate written agreement with Franchisor, and acknowledging the distinctiveness of Franchisor's interior design and décor, Franchisee shall make such modifications or alterations to the premises immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of such premises from that of other ZAVAZONE® Indoor Adventure Parks operating under the System and Trademarks, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Article 17.9(e), Franchisor shall have the right to enter the ZAVAZONE® Indoor Adventure Park without being guilty of trespass or any other tort, for the purposes of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand; (f) Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit copy, or colorable imitation of the Trademarks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Trademarks, and further agrees not to use any designation of origin, description, representation, trademark, or trade name which suggests or represents a past or present association or connection with Franchisor, the System, or the Trademarks; (g) provide Franchisor the option to purchase as set forth in Article 16; and (h) comply with the provisions of Articles 10 and 14.

17.11 If, within thirty (30) days after termination or expiration of this Agreement by Franchisor, Franchisee fails to remove all displays of the Trademarks from the ZAVAZONE® Indoor Adventure Park, which are identified or associated with the System, Franchisor may enter the ZAVAZONE® Indoor

Adventure Park to effect removal. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any displays or materials.

17.12 If, within thirty (30) days after termination or expiration of this Agreement, Franchisee has not taken all steps necessary to amend or terminate any registration or filing of any business name or d/b/a or any other registration or filing containing the Trademarks, Franchisee hereby irrevocably appoints Franchisor as Franchisee's true and lawful attorney for Franchisee, and in Franchisee's name, place, and stead and on Franchisee's behalf, to take action as may be necessary to amend or terminate all registrations and filings, this appointment being coupled with an interest to enable Franchisor to protect the System.

17.13 Termination or expiration of this Agreement shall not affect, modify, or discharge any claims, rights, causes of action, or remedies which Franchisor may have against Franchisee, whether such claims or rights arise before or after termination or expiration.

17.14 All obligations of the parties hereto which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect notwithstanding such expiration or termination. In particular, but without limiting the generality of the foregoing, the provisions of Articles 10, 12, 14, and 16 hereof shall survive termination or expiration of this Agreement.

17.15 If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions.

17.16 In the event of termination of the Agreement for any reason whatsoever, the parties shall accept the default remedies contained herein as full and final satisfaction of all claims. The parties waive, to the extent permitted by law, any claim against the other for punitive or exemplary damages; except for such punitive or exemplary damages for violation of the Lanham Act, trademark infringement or dilution, unauthorized dissemination of Confidential Information or Trade Secrets or arising under the indemnification set out in Article 12.

17.17 The rights of the parties hereto are cumulative and no exercise or enforcement by a party of any right or remedy hereunder shall preclude the exercise or enforcement by that party of any other right or remedy herein contained, or to which it is entitled by law.

17.18 Nothing herein shall prevent Franchisor or Franchisee from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies. If it is necessary for Franchisor to seek preliminary or permanent injunctive relief, Franchisor may do so without a bond.

17.19 THE PARTIES ACKNOWLEDGE THAT IN THE EVENT THAT THE TERMS OF THIS AGREEMENT REGARDING TERMINATION OR EXPIRATION ARE INCONSISTENT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH LAW SHALL GOVERN FRANCHISEE'S RIGHTS REGARDING TERMINATION OR EXPIRATION OF THIS AGREEMENT.

ARTICLE 18: CONDEMNATION AND CASUALTY

18.1 Franchisee shall promptly advise Franchisor upon Franchisee's receipt of a notice of default or termination under Franchisee's Lease or mortgage, and shall promptly provide Franchisor a copy of the notice. Franchisee shall also give Franchisor notice of any proposed taking of the ZAVAZONE® Indoor Adventure Park or any portion thereof through the exercise of the power of eminent domain at the earliest possible time. If the ZAVAZONE® Indoor Adventure Park or a substantial part thereof is to be taken, the ZAVAZONE® Indoor Adventure Park may be relocated within the Protected Territory specified in Attachment A, or elsewhere with Franchisor's written approval in accordance with Franchisor's relocation procedures set forth in the System Standards Manual. If Franchisee opens a new business as provided above at another location in accordance with Franchisor's standards and general specifications within one year of the closing of the old ZAVAZONE® Indoor Adventure Park, the new ZAVAZONE® Indoor Adventure Park

shall be deemed to be the ZAVAZONE® Indoor Adventure Park licensed under this Agreement. If a condemnation, Lease termination, or mortgage default takes place and a new ZAVAZONE® Indoor Adventure Park does not, for any reason, become the ZAVAZONE® Indoor Adventure Park as provided in this Article 18.1, then the License shall terminate upon notice by Franchisor.

18.2 If the ZAVAZONE® Indoor Adventure Park is damaged for any reason, Franchisee shall expeditiously repair the damage. If the damage or repair requires closing the ZAVAZONE® Indoor Adventure Park, Franchisee shall immediately notify Franchisor in writing, and shall: (a) relocate the ZAVAZONE® Indoor Adventure Park; or (b) repair or rebuild the ZAVAZONE® Indoor Adventure Park at the ZAVAZONE® Indoor Adventure Park in accordance with Franchisor's then-existing standards and general specifications, and reopen the ZAVAZONE® Indoor Adventure Park for continuous business operations as soon as practicable (but in any event within 12 months after closing the ZAVAZONE® Indoor Adventure Park at the ZAVAZONE® Indoor Adventure Park), giving Franchisor thirty (30) days' advance notice of the date of reopening. If the ZAVAZONE® Indoor Adventure Park is not (or, in the opinion of Franchisor cannot be) reopened or relocated, this Agreement shall terminate upon notice to Franchisee.

18.3 The Term will not be extended by any interruption in the ZAVAZONE® Indoor Adventure Park's operations, except for an act of God that results in the ZAVAZONE® Indoor Adventure Park being closed not less than sixty (60) days nor more than 180 days. Franchisee must apply for any extension within thirty (30) days following the reopening of the ZAVAZONE® Indoor Adventure Park. No event during the Term will excuse Franchisee from paying Royalty Fees or System Marketing Fund Fees as provided in this Agreement.

ARTICLE 19: NOTICES

19.1 All notices to Franchisee and Franchisor during the Initial Term, any Successor Term and afterwards shall be in writing and shall be sent to the other party by registered or certified mail, postage fully prepaid, return receipt requested, or sent by other means that affords the sender evidence of delivery, attempted delivery, or rejected delivery, addressed to such party's address below, provided, however, that no notices hereunder shall be sent by email or by telefax and Franchisee shall not designate any address that is a post office box. Notices shall be deemed delivered and received on the earliest of actual receipt; 5 business days after placement in the U.S. mail; or one business day after mailing, if placed in the U.S. mail or a courier service for next business day delivery.

To Franchisor:

Zava Zone LG, LLC
11820 Parklawn Drive, Suite 230
Rockville, Maryland 20852
Attn: Joseph Oboler

To Franchisee:

_____
_____
_____
Attention: _____
Phone: (__) _____
Fax (___)_____

ARTICLE 20: DISPUTE RESOLUTION

20.1 The parties will first attempt to resolve any dispute relating to or arising out of this Agreement by negotiation. Franchisor will provide a procedure for internal dispute resolution as set forth in the System Standards Manual, and the parties acknowledge and agree that this procedure may be revised periodically in Franchisor's discretion.

20.2 Notwithstanding anything contained in this Article 20 to the contrary, Franchisor has the right to petition a court of competent jurisdiction for the entry of temporary and permanent injunctions and orders of specific performance restraining violations and threatened violations of the terms and conditions of this Agreement and/or enforcing the terms and conditions of this Agreement, including, but not limited to, the terms and conditions of this Agreement relating to: (1) Franchisee's improper use of the Trademarks and/or System; (2) the obligations of Franchisee upon termination or expiration of this Agreement; (3) the sale, assignment, or other transfer of this Agreement, the ZAVAZONE® Indoor Adventure Park assets or shares of capital stock, partnership interests, membership interests, or other ownership interests of Franchisee; (4) requiring Franchisee to exhibit the approved signage during the term of this Agreement and requiring Franchisee to remove such signage upon the termination or expiration of this Agreement; and (5) any act or omission by Franchisee or Franchisee's employees that, (a) constitutes a violation of any applicable law, ordinance, or regulation, (b) is dishonest or misleading to customers of the ZAVAZONE® Indoor Adventure Park or System, (c) constitutes a danger to the employees, public, or customers of the ZAVAZONE® Indoor Adventure Park, or (d) may impair the goodwill associated with the Trademarks and/or the System. In addition, notwithstanding any provision of Article 9 of this Agreement to the contrary, if Franchisee gives Franchisor any notice of any alleged breach or violation of this Agreement or of any laws that give rise to a claim for damages or the termination of this Agreement in favor of Franchisee, then Franchisor will have the right to immediately commence legal action seeking to enjoin and prevent Franchisee from terminating this Agreement without regard to any waiting period that may be contained in this Agreement. Upon issuance of such injunctive relief against Franchisee, Franchisee will not have the right to terminate this Agreement as provided herein unless and until a court of competent jurisdiction has ruled on the merits that Franchisor has breached this Agreement in the manner alleged by Franchisee, and then only if Franchisor fails to correct the breach determined by the court within thirty (30) days after a final judgment has been entered against Franchisor and all time for appeals by Franchisor expired. Franchisor shall be entitled to obtain any such injunctive relief without the posting of any bond or other security in such action.

20.3 EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, ANY CONTROVERSY OR DISPUTE ARISING OUT OF, OR RELATING TO THE FRANCHISE OR THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY CLAIM BY FRANCHISEE OR ANY PERSON IN PRIVITY WITH OR CLAIMING THROUGH, ON BEHALF OF OR IN THE RIGHT OF FRANCHISEE, CONCERNING THE ENTRY INTO, PERFORMANCE UNDER, OR TERMINATION OF, THIS AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO BY FRANCHISOR, OR ITS SUBSIDIARIES OR AFFILIATES, AND FRANCHISEE; ANY CLAIM AGAINST A PAST OR PRESENT EMPLOYEE, OFFICER, DIRECTOR, MEMBER, SHAREHOLDER, OR AGENT OF FRANCHISOR; ANY CLAIM OF BREACH OF THIS AGREEMENT; AND ANY CLAIMS ARISING UNDER STATE OR FEDERAL LAWS, SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH CONTROVERSY OR DISPUTE. "PERSONS IN PRIVITY" WITH OR CLAIMING THROUGH, ON BEHALF OF OR IN THE RIGHT OF FRANCHISEE INCLUDE, BUT ARE NOT LIMITED TO, SPOUSES AND OTHER FAMILY MEMBERS, DOMESTIC PARTNERS, HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. SUBJECT TO THIS SECTION, THE RIGHT AND DUTY OF THE PARTIES TO THIS AGREEMENT TO RESOLVE ANY DISPUTES BY ARBITRATION SHALL BE GOVERNED EXCLUSIVELY BY THE FEDERAL ARBITRATION ACT, AS AMENDED, AND ARBITRATION SHALL TAKE PLACE ACCORDING TO THE COMMERCIAL ARBITRATION RULES (IN EFFECT AS OF THE DATE THE DEMAND FOR ARBITRATION IS FILED) OF, AND UNDER THE AUSPICES OF, THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION, WHICH SHALL BE HELD BEFORE A SINGLE ARBITRATOR, SHALL BE HELD IN THE AMERICAN ARBITRATION ASSOCIATION OFFICE CLOSEST TO DOVER, DELAWARE, OR AT SUCH OTHER LOCATION AS SHALL BE MUTUALLY AGREED UPON BY THE PARTIES IN WRITING. HOWEVER, ARBITRATION WILL NOT BE REQUIRED TO BE USED FOR ANY DISPUTE WHICH INVOLVES THE TYPES OF DISPUTES IDENTIFIED IN SECTION 20.2. THE PARTIES EXPRESSLY CONSENT TO PERSONAL JURISDICTION IN THE STATE OF DELAWARE AND AGREE THAT SUCH COURT (S) WILL HAVE EXCLUSIVE

JURISDICTION OVER ANY DETERMINATION OF THE "PREVAILING PARTY" IN ACCORDANCE WITH SUCH ISSUES NOT SUBJECT TO ARBITRATION.

20.4 A single arbitrator shall be selected by the parties from a panel of neutral arbitrators provided by the American Arbitration Association and shall be chosen by the striking method. Subject to the provisions contained in Article 21, the parties each shall bear all of their own costs of arbitration; however, the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify the terms of this Agreement. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such court and to the propriety of venue of such court for the purpose of carrying out this provision; and they waive any objections that they would otherwise have concerning such matters.

20.5 Parties to arbitration under this agreement shall not include, by consolidation, joinder, or in any other manner, any person other than Franchisee and any person in privity with or claiming through, in the right of or on behalf of Franchisee or Franchisor, unless both parties consent in writing. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between Franchisor and Franchisee or any Person in Privity with or claiming through, in the right of or on behalf of Franchisee or Franchisor.

20.6 The parties agree that any arbitration arising out of a dispute relating to this Agreement is only a matter between Franchisor and Franchisee and no other franchisees or area developers. Franchisee agrees not to join or attempt to join other franchisees, area developers, or other third parties in any arbitration proceeding and to refrain from participating in any "class action" litigation or arbitration proposed or asserted by one or more other franchisees.

20.7 Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or arbitration proceeding brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of two years from the date of discovery of the conduct or event that forms the basis of the legal action or proceeding.

ARTICLE 21: MISCELLANEOUS

21.1 Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Articles 1051 et seq.) or other applicable federal law, this Agreement shall be interpreted under the laws of the State of Delaware, and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the State of Delaware, which laws shall prevail in the event of any conflict of law; provided, however, the parties expressly agree that this Agreement is not intended to confer on any franchisee that is not a resident of the State of Delaware the benefit of any Delaware law providing specific protection to franchisees residing or operating in the State of Delaware. **FRANCHISEE AND FRANCHISOR HAVE NEGOTIATED REGARDING A FORUM IN WHICH TO RESOLVE ANY DISPUTES THAT MAY ARISE BETWEEN THEM AND HAVE AGREED TO SELECT A FORUM IN ORDER TO PROMOTE STABILITY IN THEIR RELATIONSHIP. THEREFORE, IF A CLAIM IS ASSERTED IN ANY LEGAL PROCEEDING INVOLVING FRANCHISEE, ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, OR PARTNERS AND FRANCHISOR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, EMPLOYEES, OR AFFILIATES OF BOTH PARTIES AGREE THAT THE EXCLUSIVE VENUE FOR DISPUTES BETWEEN THEM SHALL BE IN THE STATE OF DELAWARE AND EACH WAIVE ANY OBJECTION EITHER MAY HAVE TO THE PERSONAL JURISDICTION OF OR VENUE IN THE STATE OF DELAWARE. FRANCHISEE IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND WAIVES ANY OBJECTION FRANCHISEE MAY HAVE TO EITHER THE JURISDICTION OR VENUE IN SUCH COURT**. **FRANCHISOR AND FRANCHISEE FURTHER**

WAIVE EACH OF THEIR RIGHTS TO A JURY TRIAL FOR ANY MATTER THAT IS TRIED BEFORE A COURT OF LAW.

21.2 All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein; all partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

21.3 If either party institutes a legal proceeding, including court proceedings or arbitration, and prevails entirely or in part in any action at law or in equity against the other party based entirely or in part on the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs, and all of the prevailing party's expenses in connection with any action at law.

21.4 No failure, forbearance, neglect, or delay of any kind on the part of Franchisor in connection with the enforcement or exercise of any rights under this Agreement shall affect or diminish Franchisor's right to strictly enforce and take full benefit of each provision of this Agreement at any time, whether at law for damages, in equity for injunctive relief or specific performance, or otherwise. No custom, usage, or practice with regard to this Agreement by Franchisee or Franchisor's other franchisees shall preclude the strict enforcement of this Agreement in accordance with its literal terms. No waiver by Franchisor of performance of any provision of this Agreement shall constitute or be implied as a waiver of Franchisor's right to enforce that provision at any future time. No interpretation, change, termination, or waiver of any provision of this Agreement, and no consent or approval under this Agreement, shall be binding upon Franchisee or Franchisor or effective unless in writing signed by Franchisee and Franchisor's CEO, President, or Vice President, except that a waiver need be signed only by the party waiving.

21.5 This Agreement, together with the Franchise Disclosure Document, System Standards Manual, any written related agreements, all Exhibits, Attachments, and the State Addenda attached to the Franchise Disclosure Document as Exhibit E, constitutes the entire understanding and agreement between Franchisee and Franchisor and supersedes all prior understandings, whether oral or written, pertaining to this Agreement, the License, the System or the ZAVAZONE® Indoor Adventure Park. Nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

21.6 The headings of the sections hereof are for convenience only and do not define, limit, or construe the contents of the sections of such Articles or other Articles. The term "Franchisee" as used herein is applicable to one or more persons, a corporation, limited liability company, a partnership, or other business entity, as the case may be, and the singular usage (where applicable) includes the plural and the masculine and neuter usages (where applicable) include the other and the feminine. The term "Lease" shall include a sublease, and a renewal or extension of a lease or sublease.

21.7 When calculating the date upon which or the time within which any act is to be done pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded; if the last day of such period is a non-business day, the period in question shall end on the next business day. Time shall be of the essence of this Agreement and of every part thereof.

21.8 Neither party hereto shall be liable for any loss or damage due to any delay in the due performance of the terms hereof (except for the payment of money) by reason of strikes, lockouts, and other labor relations, fires, riots, wars, embargoes, and civil commotion, or acts of God ("Force Majeure Event"). Any such delay shall extend performance only so long as such event is in progress except such Force Majeure Event will not affect or change Franchisee's obligation to pay Royalty Fees and System Marketing Fund Fees when due. Notwithstanding the foregoing, if there is a Force Majeure Event, Franchisor may, in its sole discretion, elect to waive the Royalty Fees and System Marketing Fund Fees during the period of delay caused by the Force Majeure Event or such shorter period.

21.9 Franchisee shall execute and deliver such further instruments, contracts, forms, and other documents, and shall perform such further acts, as may be necessary or desirable, to carry out, complete, and

perform all terms, covenants, and obligations herein contained. Franchisee hereby irrevocably appoints Franchisor as his attorney, which appointment is coupled with an interest, and hereby empowers it to execute such instruments regarding the Trademarks for and in Franchisee's name in order to give full effect to Articles 10, 12, 15, and 17 of this Agreement. Franchisee hereby declares that the power of attorney herein granted may be exercised during any subsequent legal incapacity on its part. This Agreement shall be binding upon, and subject to Article 15 hereof, shall inure to the benefit of, Franchisor's and Franchisee's successors and permitted assigns.

21.10 This Agreement may only be modified or amended by a written document executed by Franchisee and Franchisor. Franchisee acknowledges that Franchisor may modify its standards and specifications and operating and marketing techniques set forth in the System Standards Manual unilaterally under any conditions and to the extent in which Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Trademarks and the quality of the System, but under no circumstances will such modifications be made arbitrarily without such determination. Notwithstanding anything herein to the contrary, Franchisor shall have the right unilaterally to reduce the scope of any covenants of Franchisee contained in this Agreement upon notice to Franchisee, whereupon Franchisee shall comply therewith as so modified.

21.11 From time to time, Franchisor shall have the right to delegate the performance of any portion or all of its obligations and duties hereunder to third parties, whether the same are agents of Franchisor or independent contractors which Franchisor has contracted with to provide such services. Franchisee agrees in advance to any such delegation by Franchisor of any portion or all of its obligations and duties hereunder.

21.12 Franchisor's Reasonable Business Judgment. Whenever Franchisor reserves discretion in a particular area or where Franchisor agrees to exercise its rights reasonably or in good faith, Franchisor will satisfy its obligations whenever it exercises reasonable business judgment in making its decision or exercising its rights. Franchisor's decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if its decision or action is intended, in whole or significant part, to promote or benefit the franchise system generally, even if the decision or action also promotes Franchisor's financial or other individual interest. Examples of items that will promote or benefit the franchise system include, without limitation, enhancing the value of the trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the franchise system.

[ACKNOWLEDGEMENT AND SIGNATURES ON FOLLOWING PAGE]

ACKNOWLEDGEMENT

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT:

1. NO STATEMENT, REPRESENTATION, OR OTHER ACT, EVENT, OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS AGREEMENT, IS BINDING ON FRANCHISOR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT; AND

2. FRANCHISEE HAD A COMPLETE COPY OF THIS AGREEMENT, WITH ALL BLANKS FILLED IN, IN ITS POSSESSION FOR A PERIOD OF TIME NOT LESS THAN SEVEN DAYS, DURING WHICH TIME FRANCHISEE HAD THE OPPORTUNITY TO SUBMIT THE SAME FOR PROFESSIONAL REVIEW AND ADVICE OF FRANCHISEE'S CHOOSING PRIOR TO FREELY EXECUTING THIS AGREEMENT. FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE TIME AND OPPORTUNITY TO INVESTIGATE FRANCHISOR'S ZAVAZONE® INDOOR ADVENTURE PARK AND TO CONSULT WITH LEGAL AND FINANCIAL ADVISORS OF ITS CHOICE; AND

3. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE SYSTEM AND RECOGNIZES THAT THE ZAVAZONE® INDOOR ADVENTURE PARK VENTURE CONTEMPLATED BY THIS AGREEMENT AND ITS SUCCESS INVOLVES SUBSTANTIAL BUSINESS RISK AND WILL BE LARGELY DEPENDENT UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE ZAVAZONE® INDOOR ADVENTURE PARK. FRANCHISEE HEREBY ASSUMES THE RESPONSIBILITY FOR ITS SUCCESS OR FAILURE OF THE ZAVAZONE® INDOOR ADVENTURE PARK VENTURE; AND

4. FRANCHISOR HAS NOT PROVIDED ANY STATEMENT, REPRESENTATION, OR OTHER ACT, EVENT, OR COMMUNICATION OF ACTUAL, AVERAGE, PROJECTED, FORECASTED, OR POTENTIAL PURCHASES, SALE, COST, EARNINGS, INCOME, OR PROFITS TO FRANCHISEE OTHER THAN STATED IN THE FRANCHISE DISCLOSURE DOCUMENT; AND

5. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY ASSURANCE, WARRANTY, OR GUARANTEE, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, EARNINGS, OR SUCCESS OF THE ZAVAZONE® INDOOR ADVENTURE PARK VENTURE CONTEMPLATED BY THIS AGREEMENT.

This entire Agreement, including corrections, changes, and all attachments and addenda, will only be binding upon Franchisor when executed or initialed by Franchisor's authorized representative.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above set forth.

FRANCHISOR **ZAVA ZONE LG, LLC** a Delaware limited liability company	**FRANCHISEE** _____ a/an _____
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

ATTACHMENT A

TO FRANCHISE AGREEMENT

PROTECTED TERRITORY, INITIAL OR SUCCESSOR FRANCHISE FEE AND PROJECTED OPENING DATE

1. **Protected Territory.**

The Protected Territory set forth in Article 4 of the Agreement shall be:

_____

_____

_____

2. **Initial/Successor Franchise Fee.** Franchisee shall pay to Franchisor an Initial Franchise Fee (Successor Franchise Fee if this Agreement is being executed in connection with a Successor Term) equal to _____ plus, if applicable, all federal, state or municipal taxes due and payable at the time of execution of the Agreement.

3. **Projected Opening Date**. Franchisee anticipates that Franchisee will open the ZAVAZONE® Indoor Adventure Park on or about: _____

FRANCHISOR	**FRANCHISEE**
ZAVA ZONE LG, LLC	_____
a Delaware limited liability company	a/an _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

ATTACHMENT B

TO FRANCHISE AGREEMENT

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by the principal owners (referred to as "you" for purposes of this Guaranty only) of _____ (the "**Business Entity**") under the Franchise Agreement dated _____ (the "**Agreement**") with **Zava Zone LG, LLC** ("**us**," or "**our**" or "**we**").

1. **Scope of Guaranty**. In consideration of and as an inducement to our signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: (a) guarantee to us and our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

2. **Waivers**. Each of you waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. **Consents and Agreements**. Each of you consent and agree that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

4. **Enforcement Costs**. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Effectiveness**. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Delaware law and we may enforce our rights regarding it in the courts of Dover County, Delaware. Each of you irrevocably submits to the jurisdiction and venue of such courts. In addition, each of you consent to and agree to abide by the dispute resolution provisions of the Agreement, including the provisions regarding participation in mediation and binding arbitration.

Each of you irrevocably agrees to participate in any arbitration proceedings and to be bound by the arbitration rulings otherwise described in the Agreement. Each of you now sign and deliver this Guaranty effective as of the date of the Agreement regardless of the actual date of signature.

WITNESS: **GUARANTOR(S):**

_____ _____
Printed Name: _____
Date: _____

_____ _____
Printed Name: _____
Date: _____

_____ _____
Printed Name: _____
Date: _____

_____ _____
Printed Name: _____
Date: _____

_____ _____
Printed Name: _____
Date: _____

_____ _____
Printed Name: _____
Date: _____

ACKNOWLEDGMENT

Franchisee, and its shareholders, members, or partners, as applicable, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

ACCEPTED on this _____ day of _____, 20_____.

FRANCHISOR
ZAVA ZONE LG, LLC
a Delaware limited liability company

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

FRANCHISEE

_____
a/an _____

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

GUARANTORS:

_____ Date: _____
Printed Name:

_____ Date: _____
Printed Name:

_____ Date: _____
Printed Name:

_____ Date: _____
Printed Name:

_____ Date: _____
Printed Name:

ATTACHMENT C
TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

State of Formation: _____

Form of Ownership (Check One): Individual ____ Partnership ____ Corporation____

Limited Liability Company ____

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management.

If a **Corporation**, provide the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, provide the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

Name	Address	Percent Ownership

Franchisee acknowledges that this Statement of Ownership applies to the ZAVAZONE® Indoor Adventure Park authorized under the Franchise Agreement. Any and all changes to the above information must be reported to Franchisor in writing.

FRANCHISOR
ZAVA ZONE LG, LLC
a Delaware limited liability company

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

FRANCHISEE

_____
a/an _____

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

ATTACHMENT D
TO FRANCHISE AGREEMENT

EFT AUTHORIZATION AGREEMENT
(DIRECT DEBITS)

The undersigned depositor ("**Depositor**") hereby authorizes **Zava Zone LG, LLC** ("**Company**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**") to debit such account pursuant to Company's instructions.

_____	_____
Depository	Branch
_____	_____
Address	City, State, Zip Code
_____	_____
Bank Transit/ABA Number	Account Number

This authority is to remain in full force and effect until Depository has received joint written notification from Company and Depositor of the Depositor's termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity on which to act. If an erroneous debit entry is initiated to Depositor's account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if (a) within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry or (b) forty-five (45) days after posting, whichever occurs first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

_____	_____
Depositor	**Depository**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT E

PRINCIPAL OWNER'S STATEMENT

This form must be completed and signed by the Franchisee and/or Developer, _____ _____ (the "**Business Entity**"), and each of its principal owners under the _____ Agreement dated _____, 20___ (the "**Agreement**") with **Zava Zone LG, LLC** (the "**Franchisor**"), if the Business Entity has multiple owners or if the Business Entity or the franchised business is owned by a business organization (like a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Agreement to the Business Entity.

1. **Form of Owner**. The Business Entity is a (check one):

(a) General Partnership ☐

(b) Corporation ☐

(c) Limited Partnership ☐

(d) Limited Liability Company ☐

(e) Other ☐

Specify: _____

2. **Business Entity**. It was incorporated or formed on _____, ___, under the laws of the State of _____. It has not conducted business under any name other than its corporate, limited liability company or partnership name and the following names (if any) _____ _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions (attach additional sheets if needed):

Name of Person	Position(s) Held

3. **Owners**. The following list includes the full name and mailing address of each person who is a direct or indirect owner and fully describes the nature of each owner's interest in the Business Entity. Attach additional sheets if necessary.

Owner's Name and Address	Description of Interest*	% of Ownership

*Indicate whether ownership interest is direct or indirect. For indirect ownership, include the name of each entity or trust through which ownership interests are held.

4. **Governing Documents**. Attached is an organizational chart showing the ownership structure of the Business Entity, including all direct and indirect parents, affiliates and subsidiaries. The undersigned agree to provide copies of the documents and contracts governing the ownership, management and other significant aspects of the Business Entity (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.) upon request from Franchisor.

This Principal Owner's Statement is current and complete as of _____.

INDIVIDUAL OWNERS:

_____
Signature
Printed Name: _____

_____
Signature
Printed Name: _____

_____
Signature
Printed Name: _____

_____
Signature
Printed Name: _____

ENTITY OWNER:

_____

By: _____

Name: _____

Title: _____

Date: _____

<Continue on Separate Sheet if Additional Individual Owners or Entity Owners>

ATTACHMENT F

TO FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS AND TELEPHONE LISTINGS AND INTERNET ADDRESSES

THIS ASSIGNMENT is entered into this _____ day of _____, 20, in accordance with the terms of the **Zava Zone LG, LLC** Franchise Agreement ("**Franchise Agreement**") between ("**Franchisee**") and **Zava Zone LG, LLC** ("**Franchisor**"), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate a ZAVAZONE® Indoor Adventure Park ("**Franchise Business**") located at _____.

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (1) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Telephone Numbers and Listings**") and (2) those certain Internet website addresses ("**URLs**") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Franchise Business at the address provided above. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "**Telephone Company**") and/or Franchisee's Internet service provider ("**ISP**") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement (without extension), Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers and Listings and the URLs, and, in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers and Listings and the URLs, and shall remain liable to the Telephone Company and the ISP for all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers and Listings and the URLs, and Franchisee irrevocably appoints Franchisor as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to direct the Telephone Company and the ISP to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Telephone Company and the ISP to assign the Telephone Numbers and Listings and the URLs to Franchisor. If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Telephone Numbers and Listings and the URLs to Franchisor, Franchisor shall direct the Telephone Company and the ISP to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers and Listings and the URLs upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

ASSIGNEE:	**ASSIGNOR:**
By: _____	By: _____
Its: _____	Its: _____

ATTACHMENT G
TO FRANCHISE AGREEMENT

LEASE ADDENDUM AND COLLATERAL ASSIGNMENT OF LEASE

THIS LEASE ADDENDUM AND COLLATERAL ASSINGMENT OF LEASE ("Addendum") is effective as of _____ (the "Effective Date"), and is being signed simultaneously with the Lease attached hereto as Exhibit A (the "Lease") dated _____ between _____ (the "Franchisee" or "Tenant") and _____ _____ (the "Landlord") for the real property commonly known as _____ _____ (the "Premises").

1. Incorporation and Precedence. This Rider is incorporated into the Lease and supersedes any conflicting provisions in it. Capitalized terms not otherwise defined in this Rider have the meanings as defined in the Lease.

2. Background. The Tenant will operate a ZAVAZONE® Indoor Adventure Park at the Premises under a Franchise Agreement with ZAVA ZONE LG, LLC (the "Franchisor"). By entering into a franchise relationship with the Franchisor, the Tenant has agreed to grant the Franchisor a security interest in the Lease, all of the furniture, removable trade fixtures, kitchen equipment dining tables and booths, lamps and lighting fixtures, inventory, licenses and supplies located in the Premises as collateral for: (a) the payment of any obligation, liability or other amount owed by the Tenant or its affiliates to the Landlord arising under the Lease; (b) any default or breach of any of the terms and provisions of the Lease; and (c) for any default or breach of any of the terms and provisions of the Franchise Agreement with the Franchisor. The Franchise Agreement also requires that the Lease contain certain provisions that the Tenant is requesting the Landlord to include.

3. Signage. The Tenant has the right to install and maintain for the Term of the Lease, ZAVAZONE® Indoor Adventure Park standard signage (the "Signage") in the size and specifications set forth in, and in all respects in compliance with, the Franchisor's signage standards, a copy of which is attached to this Rider.

4. Grant of License. The Landlord grants to the Tenant during the term of the Lease a non-exclusive right and easement over that portion of the property as may be required by the Tenant to improve, renovate, repair, replace and maintain the Premises or replace its Signage or its panel on the pylon sign for the property. The Tenant has the right to change or alter the Signage at any time during the term of the Lease provided the Signage is in compliance with all applicable governmental codes and regulations. The Signage may include: (a) signage on the exterior front wall of the Premises; (b) signage on another exterior portion of the Premises; (c) a separate pylon sign on the property; (d) separate signage on the property, (e) a panel on the pylon sign for the property; and (f) other signage which may be required by the Franchisor or agreed upon by the Landlord and the Tenant.

5 Copies of Reports. The Landlord agrees to provide copies of all reports, information and data in Landlord's possession respecting sales made in, upon or from the Premises on a timely basis, upon written request, but no more than quarterly in any calendar year during the Term of the Lease.

6. Waiver of Landlord's Lien. The Landlord waives lien rights for the following items to the Franchisor:

(a) Signage – Any type of signage, interior or exterior, bearing in any form ZAVAZONE® Indoor Adventure Park logo, name or insignia.

(b) Branded Items, Retail Merchandise, Menus and Point of Sale Materials – Any item bearing in any form ZAVAZONE® Indoor Adventure Park or associated logo, name or insignia, including, without limitation: retail merchandise; menus; table tents; napkins; and drinkware.

(c) Hardware, Software and Customer Database – Any software or hardware not available to the general public, especially including those items which are used by or have been created to be used by or communicated within the ZAVAZONE® Indoor Adventure Park System. Any form of database, including the reservation book(s), which contain customer names and/or other miscellaneous customer information.

(d) Operating Manuals, Recipes, Documents and Files – Any manual, document or otherwise related form which is used by ZAVAZONE® Indoor Adventure Park, including, but not limited to the System Standards Manual, any forms, files (including electronic files), policies, training materials, and other operational manuals, internal releases and newsletters.

(e) Trade Dress – Any equipment, item of clothing or merchandise bearing in any form the ZAVAZONE® Indoor Adventure Park logo, name or insignia.

(f) Products – Any product that is supplied to the franchisee and not otherwise available to the general public.

7. Notice of Default. The Landlord will give written notice to the Franchisor (concurrently with the giving of such notice to the Tenant) of any defaults (a "Default") by the Tenant under the Lease by certified mail, return receipt requested, or by nationally recognized overnight courier service, at the following address or to such other address as the Franchisor may provide to Landlord from time to time:

_____

_____

_____

Upon receipt of a Notice of Default, the Tenant agrees to authorize the Landlord to communicate with the Franchisor and the Landlord agrees to communicate with a representative of the Franchisor concerning, but not limited to, the terms and conditions of the Default.

8. Franchisor's Assumption of Lease. The Landlord consents to the Franchisor's assumption of all of the Tenant's rights and obligations under the Lease upon the occurrence of either of the following events under the terms and conditions set forth:

(a) Default of Franchisee under the Lease; If the Tenant fails to cure a Default within the period specified within the Lease, then Landlord will, within 1 business day following the expiration of such cure period, give the Franchisor written notice of such failure to cure a Default, and offer the Franchisor the option to assume Tenant's interest in the Lease (the "Offer") so long as the Franchisor cures any default capable of being cured by Franchisor. Nevertheless, the Franchisor has no obligation to cure any monetary default: (i) if the Franchisor was not given notice by the Landlord within 20 days following the date when such payment was due; or (ii) any amount in excess of 2 months base rental. The Landlord will attach a complete copy of the Lease and any amendments thereto to the Offer. If the Franchisor accepts the Offer, the Franchisor must send written notice of its acceptance to the Landlord and the Tenant (the "Acceptance") within 15 business days after receipt of the Offer from the Landlord. Failure of the Franchisor to send the Acceptance constitutes a waiver of the Franchisor's right to assume the Lease. In the event that the Franchisor accepts the Offer, then the Franchisor, in order for the Offer and the Acceptance to remain in full force and effect, must cure the defaults that are capable of being cured by the Franchisor within 5 business days of the Acceptance if such default is monetary, or within thirty (30) days of the Acceptance if such default is non-monetary. If the Franchisor is not capable of curing such non-monetary default during the thirty (30) days, an extension of an additional thirty (30) days will be granted provided the Franchisor

is diligently pursuing such cure. Failure of the Franchisor to effect such cure within such time periods constitutes a rejection of the Offer.

(b) Upon Termination of the Franchise Agreement: If during the term of the Lease or any extensions thereof, the Franchisor notifies the Landlord, in writing, that the Tenant's Franchise Agreement with the Franchisor has been terminated, then the Landlord will promptly give the Franchisor written notice specifying the defaults, if any, of the Tenant under the Lease, and will offer the Franchisor the option to assume all of the Tenant's interest in the Lease.

9. Assignment of Lease to the Franchisor: In the event the Franchisor elects to assume the Tenant's interest in the Lease, the Landlord will promptly deliver possession of the Premises to the Franchisor provided that the Franchisor has executed and delivered an assignment and assumption agreement to Landlord, in a form mutually agreeable to the Landlord and the Franchisor, and the Franchisor has agreed to cure all of the Tenant's defaults capable of being cured by the Franchisor. The Tenant agrees that the Landlord is not liable and indemnifies and holds the Landlord harmless in the event that the Landlord transfers interest in the Lease to the Franchisor in accordance with this Rider. After the Franchisor assumes the Tenant's interest under the Lease, the Franchisor may, at any time, assign such interest or sublet the premises to one of its franchisees upon written notice to the Landlord, provided that such franchisee is of same, or greater, net worth as the Tenant. Upon such transfer, the Franchisor will have no further liability or obligation to the Landlord under the Lease accruing after such transfer.

10. Amendment. The Landlord and the Tenant will not cancel, terminate, modify or amend the Lease including, without limitation, Franchisor's rights under this Rider, without the Franchisor's prior written consent, except that, subject to the Franchisor's cure rights, this paragraph will not prevent the Landlord from exercising any right to cancel or terminate the Lease due to Tenant's default.

11. Benefits and Successors. The benefits of this Rider inure to the Franchisor and to its successor and assigns.

12. Remaining Provisions Unaffected. Those parts of the Lease that are not expressly modified by this Rider remain in full force and effect.

Intending to be bound, the Landlord and the Tenant sign and deliver this Rider effective on the Effective Date, regardless of the actual date of signature.

LANDLORD:	**TENANT:**
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT A

LEASE

With Respect to Premises Located at:

_____

(To Be Attached)

EXHIBIT B TO FRANCHISE DISCLOSURE DOCUMENT

AREA DEVELOPMENT AGREEMENT

ZAVA ZONE LG, LLC
AREA DEVELOPMENT AGREEMENT
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AREA DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ ("Effective Date") by and between **ZAVA ZONE LG, LLC,** a Delaware limited liability company and _____ ("Area Developer").

RECITALS

WHEREAS, Franchisor holds the exclusive franchise rights to a proprietary system which has been developed through significant expenditures of time, skill, effort and money ("System") relating to the establishment, development and operation of a business offering an indoor trampoline recreation and party center featuring trampolines, foam pits, rock climbing walls and other elements and the sale of related products ("ZAVAZONE® Indoor Adventure Park"); and

WHEREAS, the System features use of the Trademarks (defined below), a distinctive exterior and interior design, decor, color scheme, fixtures and furnishings for the ZAVAZONE® Indoor Adventure Park, as well as uniform standards, specifications, methods, policies and procedures for ZAVAZONE® Indoor Adventure Park operations, proprietary inventory and management control, training and assistance, and advertising and promotional programs (all as further defined in the System Standards Manual), all of which may be changed, improved upon, and further developed occasionally by Franchisor;

WHEREAS, Franchisor, through its dedicated operations, marketing methods, and merchandising policies, has developed the reputation, public image and goodwill of its System and established a firm foundation for its franchised operations consisting of the highest standards of training, management, supervision, appearance, and quality of services and products;

WHEREAS, the System is identified by means of certain trademarks, including the mark ZAVAZONE® and any other trade names, service marks, and trademarks as are now, and may hereafter be, designated for use in connection with the System ("Trademarks");

WHEREAS, Franchisor continues to develop, expand, use, control and add to the Trademarks and the System for the benefit of and exclusive use by Franchisor and its franchisees in order to identify for the public the source of the products and services marketed thereunder and to represent the System's high standards of quality and service;

WHEREAS, Area Developer desires to obtain the exclusive right to develop, construct, manage and operate a series of ZAVAZONE® Indoor Adventure Parks under the development schedule described in Attachment B attached hereto ("Development Schedule") and within the territory described in Attachment A attached hereto ("Development Protected Territory"), under the System and Trademarks, as well as to receive the training and other assistance provided by Franchisor in connection therewith;

WHEREAS, the Area Developer hereby acknowledges that it has read this Agreement and Franchisor's Franchise Disclosure Document ("Disclosure Document"), and that it has no knowledge of any representations about the ZAVAZONE® Indoor Adventure Park franchise or about Franchisor or its franchising program or policies made by Franchisor or by its officers, directors, shareholders, employees or agents which are contrary to the statements in Franchisor's Disclosure Document or to the terms of this Agreement, and that it understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's high standards of quality and service and the uniformity of those standards at all ZAVAZONE® Indoor Adventure Parks which operate pursuant to the System and thereby to protect and preserve the goodwill of the System and the Trademarks; and

WHEREAS, Area Developer understands and acknowledges the importance of Franchisor's uniformly high standards of quality and service and the necessity of operating the ZAVAZONE® Indoor Adventure Park franchises in strict conformity with Franchisor's quality control standards and specifications.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows:

ARTICLE 1: GRANT

1.1 Franchisor hereby grants to Area Developer the right and license to develop, construct, operate and manage ____ ( ) ZAVAZONE® Indoor Adventure Parks in strict accordance with the System and under the Trademarks within the Development Protected Territory described in Attachment A. Each ZAVAZONE® Indoor Adventure Park shall be operated according to the terms of the individual franchise agreement ("Franchise Agreement") with respect thereto.

1.2 If the Area Developer is developing ZAVAZONE® Indoor Adventure Parks, and complies with the terms of this Agreement, the Development Schedule, and the individual Franchise Agreement for each ZAVAZONE® Indoor Adventure Park, then Franchisor will not franchise or license others, nor will it itself directly or indirectly develop, own, lease, construct or operate in any manner, any ZAVAZONE® Indoor Adventure Parks in the Development Protected Territory during the term hereof; however, Franchisor reserves the right to sell products and services under the Trademarks or any other marks, through any other retail location or through any other channels of distribution, including through mail order, catalogue sales or over the Internet. Franchisor also reserves the right to (a) establish, operate or license to any other person or entity the right to establish or operate a ZAVAZONE® Indoor Adventure Park owned or licensed by Franchisor at any location outside the Development Protected Territory; (b) develop, lease and license the use of, at any location side or outside of the Development Protected Territory, trademarks other than the Trademarks, in connection with the operation of a system which offers products or services which are similar to or different from those offered under the System, on any terms or conditions which Franchisor deems advisable; (c) merge with, or be acquired by any other business, including a business that competes with ZAVAZONE® Indoor Adventure Parks operated by Area Developer, or to acquire and convert to the System operated by Franchisor any business offering an indoor trampoline recreation and party center featuring trampolines, foam pits, rock climbing walls and other elements and the sale of related products operated by competitors, located inside or outside of the Development Protected Territory or otherwise operated independently as part of, or in association with, any other system or chain, whether franchised or corporately owned; and (d) implement multi-area marketing programs which may allow Franchisor or others to solicit or sell to customers anywhere, and to issue mandatory policies to coordinate these multi-area marketing programs. Upon the expiration or termination of this Agreement, the Area Developer will no longer have an exclusive Development Protected Territory and each ZAVAZONE® Indoor Adventure Park will be limited to operating solely at the franchised location described in the individual Franchise Agreement. Area Developer understands, acknowledges and agrees that as a Franchisee, Area Developer will not receive any exclusive or protected territorial rights other than the territory granted with each ZAVAZONE® Indoor Adventure Park at each ZAVAZONE® Indoor Adventure Park.

1.3 This Agreement is not a franchise agreement and Area Developer shall have no right to use in any manner the Trademarks or System by virtue hereof. Each ZAVAZONE® Indoor Adventure Park will be governed by the individual Franchise Agreement signed by Franchisor and Area Developer for each ZAVAZONE® Indoor Adventure Park.

1.4 The Area Developer must contribute some amount of its personal capital to the development of each ZAVAZONE® Indoor Adventure Park and must own at least a 51% equity interest in each ZAVAZONE® Indoor Adventure Park developed hereunder. In addition, Area Developer shall ensure that a person with a controlling interest in the Franchisee for each ZAVAZONE® Indoor Adventure Park shall at all times devote his or her full time and attention to managing, supervising, and developing each ZAVAZONE® Indoor Adventure Park and that the person is at all times identified to Franchisor. Area Developer shall identify all equity owners of Area Developer by completing the Statement of Shareholders/ Members/Partners attached to this Agreement as Attachment D. Area Developer shall

provide Franchisor with an updated form of Attachment D within 10 business days of any change in the equity ownership of Area Developer. The failure of Area Developer to provide Franchisor with an updated Attachment D within the time frame specified in this Article 1.4 shall constitute a material default of this Agreement.

ARTICLE 2: TERM

Unless sooner terminated pursuant to the provisions of Article 7, the term of this Agreement shall expire upon the earlier of (a) _____ years from the Effective Date, or (b) completion of the term of the Development Schedule. Franchisor, in its sole discretion, may permit Area Developer to renew this Agreement for an additional term; provided that, without limiting the foregoing, the Area Developer has not defaulted in its obligations under this Agreement or any other agreement with Franchisor or any affiliate of Franchisor, and the parties agree in writing to a new Development Schedule.

ARTICLE 3: FRANCHISE AGREEMENT, INITIAL FRANCHISE FEE, AREA DEVELOPMENT FEE AND INITIAL TRAINING

3.1 With respect to each ZAVAZONE® Indoor Adventure Park to be developed under this Agreement:

(a) As soon as Area Developer locates a site within the Development Protected Territory that it believes is suitable for construction of a ZAVAZONE® Indoor Adventure Park in accordance with Franchisor's site selection criteria, Area Developer shall submit to Franchisor the information about the proposed location including, without limitation, lease terms, land acquisition terms, demographic criteria and preliminary site plans showing building orientation, proposed unit location, parking layout, and certain other information, as Franchisor may require periodically in Franchisor's operations manual ("System Standards Manual"). If Area Developer proposes that another entity will own and operate the ZAVAZONE® Indoor Adventure Park, Area Developer must also submit information to Franchisor regarding the proposed franchisee entity. Franchisor reserves the right to request as much additional information regarding the site and the proposed franchisee entity as it deems necessary, in its sole discretion, and Area Developer agrees to provide the information immediately upon request.

(b) Should Franchisor grant preliminary acceptance of a site location per Article 3.1(a) above, it will give its approval in writing to the Area Developer to proceed with architectural drawings and final site plans containing the information as Franchisor requires. The preliminary acceptance of a site location shall not constitute final acceptance of the site for the ZAVAZONE® Indoor Adventure Park, or of the entity proposed as franchisee. Upon receipt of the site location acceptance, Area Developer should make an offer to secure the site via purchase or lease, which offer must be contingent upon final acceptance by Franchisor of the site and of the proposed franchisee entity.

(c) Should Franchisor provide final site acceptance and approval of the proposed franchisee entity for a ZAVAZONE® Indoor Adventure Park, Franchisor and Area Developer (or its affiliate) shall promptly enter into an individual Franchise Agreement for this ZAVAZONE® Indoor Adventure Park before the date Area Developer begins construction on the ZAVAZONE® Indoor Adventure Park, which agreement shall be in the form of Franchisor's then-current form of Franchise Agreement. The terms of the individual Franchise Agreement will then govern the further development and build-out of the ZAVAZONE® Indoor Adventure Park.

3.2 Franchisee shall pay to Franchisor the amount set forth on Attachment A plus, if due and payable, all applicable federal, state, or municipal taxes, as a non-recurring development fee ("Area Development Fee") within the timeframe thereon provided. The Area Development Fee shall be paid by means of cashier's check, money order, or wire transfer. The Area Development Fee shall be deemed to have been fully earned and collectable by Franchisor as of the execution date of this Agreement. The Area Development Fee is non-refundable.

3.3 Franchisor shall provide the Area Developer with Franchisor's then-current training program and on-site opening assistance for each ZAVAZONE® Indoor Adventure Park to be developed hereunder pursuant to the applicable Franchise Agreement.

ARTICLE 4: DEVELOPMENT SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

4.1 Area Developer shall exercise the development rights granted under this Agreement only by entering into a separate Franchise Agreement with Franchisor for each ZAVAZONE® Indoor Adventure Park for which a development right is granted. The Franchise Agreement to be executed for the first ZAVAZONE® Indoor Adventure Park to be developed by Area Developer under this Agreement shall be executed and delivered. All subsequent ZAVAZONE® Indoor Adventure Parks developed under this Agreement shall be established and operated pursuant to the form of Franchise Agreement then being used by Franchisor for a ZAVAZONE® Indoor Adventure Park. Area Developer acknowledges that the then-current form of Franchise Agreement may differ from the form attached, and may include different economic terms, including, but not limited to, higher royalty rates and advertising contributions.

4.2 Development Schedule.

(a) Acknowledging that time is of the essence, Area Developer agrees to exercise its development rights according to Article 3.1 and according to the Development Schedule set forth on Attachment B, which schedule designates the number of ZAVAZONE® Indoor Adventure Parks in the Development Protected Territory to be established and in operation by Area Developer upon the expiration of each of the designated development periods ("Development Periods").

(b) During any Development Period, Area Developer may, with Franchisor's prior written consent, develop more than the number of ZAVAZONE® Indoor Adventure Parks that Area Developer is required to develop during that Development Period. Any ZAVAZONE® Indoor Adventure Parks developed during a Development Period in excess of the minimum number of ZAVAZONE® Indoor Adventure Parks required to be developed upon expiration of that Development Period shall be applied to satisfy Area Developer's development obligation during the next succeeding Development Period. Area Developer shall not open more than the cumulative total number of ZAVAZONE® Indoor Adventure Parks Area Developer is obligated to develop under this Agreement, as set forth in the Development Schedule; provided, however, that Area Developer may be permitted to open ZAVAZONE® Indoor Adventure Parks in excess of the number permitted by the Development Schedule if, in Franchisor's sole discretion, Franchisor determines that the Development Protected Territory can support additional ZAVAZONE® Indoor Adventure Parks and Area Developer receives Franchisor's advanced written permission to develop more ZAVAZONE® Indoor Adventure Parks. Area Developer shall pay Franchisor the then-current Initial Franchise Fee applicable at the time Area Developer signs a Franchise Agreement for any additional ZAVAZONE® Indoor Adventure Parks.

(c) If during the term of this Agreement, Area Developer ceases to operate any ZAVAZONE® Indoor Adventure Park developed under this Agreement for any reason, Area Developer shall develop a replacement ZAVAZONE® Indoor Adventure Park to fulfill Area Developer's obligation to have open and in operation the required number of ZAVAZONE® Indoor Adventure Parks upon the expiration of each Development Period. The replacement ZAVAZONE® Indoor Adventure Park shall be developed within a reasonable time to be agreed upon by the parties after Area Developer ceases to operate the ZAVAZONE® Indoor Adventure Park to be replaced. If during the term of this Agreement, Area Developer, in accordance with the terms of any Franchise Agreement for a ZAVAZONE® Indoor Adventure Park developed under this Agreement, transfers its interest in such ZAVAZONE® Indoor Adventure Park, the transferred ZAVAZONE® Indoor Adventure Park shall continue to be counted in determining whether Area Developer has complied with the Development Schedule so long as it continues to be operated as a ZAVAZONE® Indoor Adventure Park. If the transferred ZAVAZONE® Indoor

Adventure Park ceases to be operated as a ZAVAZONE® Indoor Adventure Park during the term of this Agreement, Area Developer shall develop a replacement ZAVAZONE® Indoor Adventure Park within a reasonable time, not to exceed twelve months, after the transferred ZAVAZONE® Indoor Adventure Park ceases to be operated as a ZAVAZONE® Indoor Adventure Park. In either case, the reasonable time period shall apply to the development of the replacement ZAVAZONE® Indoor Adventure Park only and, in Franchisor's sole discretion, extend the term of the applicable Development Period to the end of the mutually agreed upon time period; provided that in no event shall such time period exceed one year.

(d) Opening Schedule.

(i) Area Developer shall open each ZAVAZONE® Indoor Adventure Park and shall commence business in accordance with the Development Schedule set forth on Attachment B, unless, subject to Franchisor's approval, Area Developer obtains an extension of the Development Period from Franchisor to complete construction and commence operation of a particular ZAVAZONE® Indoor Adventure Park. Each extension shall be for an additional thirty (30)-day period commencing upon the expiration of the applicable Development Period, including any previous extensions thereof ("Extension Date"). No more than two extensions of any Development Period will be permitted. If an extension of a Development Period is granted by Franchisor, the Opening Date for the ZAVAZONE® Indoor Adventure Park (as defined in the Franchise Agreement) shall be extended to the Extension Date. No extension of any Development Period shall affect the duration of any other Development Period or any of Area Developer's other development obligations. If an extension is requested in the final Development Period, the term of this Agreement shall be extended to the Extension Date, and thereafter Area Developer shall have no further rights under this Agreement except as provided in Article 2. The provisions of this Article 4.2(d)(i) do not apply to the development of a replacement ZAVAZONE® Indoor Adventure Park under Article 3.2(c). Each extension may be conditioned upon payment of an extension fee ("Extension Fee") as determined in Franchisor's sole and absolute discretion.

(ii) Area Developer shall notify Franchisor in writing at least thirty (30) days prior to the Projected Opening Date (defined below) for a ZAVAZONE® Indoor Adventure Park if Area Developer will be unable to complete construction and commence operation of the ZAVAZONE® Indoor Adventure Park by the expiration date of the Development Period in which such ZAVAZONE® Indoor Adventure Park was to have been opened. In such notice Area Developer shall request that the Franchisor consider its request for an extension and shall include a description of the reasons for its failure to develop the ZAVAZONE® Indoor Adventure Park in a timely manner and the expected date of completion of construction and opening, if the extension were to be granted, along with payment of the Extension Fee if required.

(e) Failure by Area Developer to adhere to the Development Schedule (including any extensions approved by Franchisor) or to adhere to any time period for the development of replacement ZAVAZONE® Indoor Adventure Parks as set forth in Article 3.2(c) shall constitute a material event of default under this Agreement.

4.3 Area Developer acknowledges that the projected opening dates ("Projected Opening Dates") for each ZAVAZONE® Indoor Adventure Park set forth on Attachment B are reasonable and consistent with the requirements of the Development Schedule. Area Developer shall execute a Franchise Agreement for each ZAVAZONE® Indoor Adventure Park at or prior to the applicable execution deadline ("Execution Deadline") set forth on Attachment B. Area Developer and Franchisor agree that, except with respect to the Franchise Agreements executed concurrently herewith, the Execution Deadline shall be a date no later than nine months prior to the Projected Opening Date for each subsequent ZAVAZONE® Indoor Adventure Park to be developed.

ARTICLE 5: LOCATION OF ZAVAZONE® FACILITIES

The location of each ZAVAZONE® Indoor Adventure Park shall be selected by the Area Developer in accordance with the terms set forth in each Franchise Agreement signed by Area Developer, within the Development Protected Territory, subject to Franchisor's prior acceptance as set forth in Article 3 hereof, which acceptance shall take into account all relevant demographic information then available to Franchisor. The establishment of any proposed site by Area Developer before acceptance by Franchisor shall be the sole risk and responsibility of Area Developer and shall not obligate Franchisor in any way to accept the same. The acceptance of a proposed site by Franchisor does not in any way constitute a warranty or representation by Franchisor as to the suitability of the site for location of a ZAVAZONE® Indoor Adventure Park.

ARTICLE 6: FRANCHISE AGREEMENT

Area Developer shall not commence construction on, or open any ZAVAZONE® Indoor Adventure Park until, among other things, the entire Initial Franchise Fee or Development Initial Franchise Fee (as applicable) for said ZAVAZONE® Indoor Adventure Park has been paid in full and the individual Franchise Agreement for said ZAVAZONE® Indoor Adventure Park has been signed by both the Area Developer and Franchisor.

ARTICLE 7: DEFAULT AND TERMINATION

7.1 Area Developer shall be in default under this Agreement should Area Developer (or its affiliate): (a) fail to comply with the Development Schedule; (b) fail to perform any of its obligations under this Agreement or any individual Franchise Agreement; (c) cease to be a franchisee of Franchisor in good standing; or (d) fail to comply with the provisions on transfer contained herein.

7.2 Upon the default, Franchisor shall have the right, at its option, and in its sole discretion, to do any or all of the following:

(a) terminate this Agreement;

(b) terminate the territorial exclusivity granted to Area Developer;

(c) reduce the size of the Area Developer's Development Protected Territory or the number of ZAVAZONE® Indoor Adventure Parks Area Developer may develop in the Development Protected Territory; or

(d) accelerate the Development Schedule on immediate written notice.

7.3 In addition, if any individual Franchise Agreement issued to Area Developer or an approved affiliate of Area Developer, whether or not issued pursuant to this Agreement, is terminated for any reason, Franchisor shall have the right to terminate this Agreement on immediate written notice to Area Developer. Upon termination or expiration of the term of this Agreement, this Agreement shall be of no further effect, and Franchisor shall have the right to itself open, or license others to open, ZAVAZONE® Indoor Adventure Parks within the Development Protected Territory. For purposes of this Article 7, any Franchise Agreement issued by Franchisor to Area Developer or its approved affiliates, or any corporation, partnership or joint venture, or their affiliates, in which Area Developer or any stockholder, partner or joint venturer of Area Developer, has any direct or indirect ownership or participation interest, shall be deemed a Franchise Agreement issued to Area Developer.

ARTICLE 8: ASSIGNMENT

8.1 Franchisor shall have the absolute right to transfer or assign all or any part of its rights or obligations hereunder to any person or legal entity which assumes its obligation under this Agreement and Franchisor shall thereby be released from any and all further liability to Area Developer.

8.2 By Area Developer.

(a) Area Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Area Developer and are granted in reliance upon the personal qualifications of Area Developer or Area Developer's principals. Area Developer has represented to Franchisor that Area Developer is entering into this Agreement with the intention of complying with its terms and conditions and not for the purpose of transferring the development and option rights hereunder.

(b) Neither Area Developer nor any partner, member, or shareholder thereof shall, without Franchisor's prior written consent, directly or indirectly assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement or in Area Developer. Any proposed assignment occurring by operation of law or otherwise, including any assignment by a trustee in bankruptcy, without Franchisor's prior written consent, shall be a material default of this Agreement.

(c) Any assignment, transfer or other disposition by the Area Developer of a single-unit ZAVAZONE® Indoor Adventure Park within the Development Protected Territory will be governed by the Franchise Agreement to which the single-unit ZAVAZONE® Indoor Adventure Park is bound.

(d) Subject to the other provisions of Article 8 herein, including Article 8.2(c) above and Article 8.2(e) below, if Area Developer wishes to sell, transfer or otherwise assign any portion, or all, of the Development Protected Territory, the Area Developer shall notify Franchisor, which may approve or disapprove the same in its sole discretion, and in addition Franchisor may require any or all of the following as conditions of its approval:

(i) All of the Area Developer's accrued monetary obligations and all other outstanding obligations to Franchisor, its affiliates and suppliers must be fully paid and satisfied;

(ii) The Area Developer must not be in default of any provision of its Franchise Agreements, any amendments thereof or successors thereto, or any other agreement between the Area Developer and Franchisor, its subsidiaries or affiliates;

(iii)The Area Developer and each of its affiliates, shareholders, members, partners, officers and directors must sign a general release, under seal, the consideration for which shall be the approval of the transfer, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, officers, directors, shareholders and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances;

(iv)The transferee must enter into a written assignment, under seal and in a form satisfactory to Franchisor, assuming and agreeing to discharge all of the Area Developer's obligations under the relevant Franchise Agreements and, if deemed necessary by Franchisor, the transferee's principals, individually, shall guarantee the performance of all these obligations in writing in a form satisfactory to Franchisor;

(v) The transferee must 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 open and operate the ZAVAZONE® Indoor Adventure Parks (as may be evidenced by prior related experience or otherwise); has at least the same managerial and financial acumen required of new Area Developers, and has sufficient equity capital, as determined by Franchisor in Franchisor's sole discretion, to open and operate the ZAVAZONE® Indoor Adventure Parks required under the terms of this Area Development Agreement;

(vi) At Franchisor's option, the transferee must sign (and, upon Franchisor's request, shall cause all interested parties to sign), for a term ending on the expiration date of the Franchise Agreement(s) and with the successor term as may be provided by the Franchise Agreement(s), the standard form of Franchise Agreement and Area Development Agreement then being offered to new Area Developers and any other ancillary agreements as Franchisor may require for the ZAVAZONE® Indoor Adventure Parks, which agreements shall supersede the Franchise Agreements and the Area Development

Agreement between the Area Developer and Franchisor in all respects and the terms of which agreements may differ from the terms of the Franchise Agreements and Area Development Agreement, including, without limitation, the implementation of other fees and different royalty rates;

(vii) The Area Developer and its principals must remain liable for all direct and indirect obligations to Franchisor in connection with the ZAVAZONE® Indoor Adventure Parks before the effective date of transfer and will continue to remain responsible for their obligations of nondisclosure, noncompetition and indemnification as provided in the Franchise Agreements and Personal Guaranty, attached into this Agreement as Attachment C, and shall sign any and all instruments reasonably requested by Franchisor to further evidence this liability; and

(viii) Area Developer or its approved transferee shall pay to Franchisor, at the time of said transfer, a transfer fee ("Development Transfer Fee") equal to five thousand and no/100 dollars ($5,000.00) for each unopened ZAVAZONE® Indoor Adventure Park to be transferred. ZAVAZONE Indoor Adventure Parks that are open an operating shall be subject to the transfer provisions under the terms of each individual Franchise Agreement, for each ZAVAZONE® Indoor Adventure Park which is open and operating at the time Area Developer notifies Franchisor of its intent to transfer or assign this Agreement (which transfer or assignment shall be in compliance with the terms of each open ZAVAZONE® Indoor Adventure Park's individual Franchise Agreement), to cover Franchisor's administrative and other expenses in connection with the transfer of the ZAVAZONE® Indoor Adventure Parks by the Area Developer.

(e) If Area Developer or its principals shall at any time determine to sell, transfer or otherwise dispose of all or part of the rights under this Agreement or an ownership interest in Area Developer, and Area Developer or its principals shall obtain a bona fide, signed written offer from a responsible and fully disclosed purchaser, Area Developer shall notify Franchisor in writing of each offer, and Franchisor shall have the right and option, exercisable within a period of thirty (30) days from the date of delivery of this offer, by written notice to Area Developer or its owners, to purchase the rights under this Agreement or this ownership interest for the price and on the terms and conditions contained in said purchaser's offer. If Franchisor does not exercise its right of first refusal, Area Developer or its principals may complete the sale of Area Developer or this ownership interest, subject to Franchisor's approval of the purchaser and all other conditions set forth in this Article 8.2, provided that if this sale is not completed within one-hundred twenty (120) days after delivery of this offer to Franchisor, Franchisor shall again have the right of first refusal herein provided. In the event that the Area Developer wishes to publicly offer its shares in any partnership or corporation which has an ownership interest in the Area Developer, said public offering shall be subject to the approval of Franchisor, this approval to not be unreasonably withheld.

8.3 Each shareholder, member, or partner of the corporation, limited liability company, or partnership which is granted the rights to serve as the Area Developer hereunder shall be a party to a shareholders' agreement, operating agreement, or partnership agreement which shall provide, inter alia, that upon any dissolution of the corporation, limited liability company, or partnership, or upon any divorce decree among the parties who are also shareholders, members, or partners, that ownership of the shares, membership interest, or partnership interest shall be transferred to the shareholder, member, or partner for agreed upon consideration, which has primary responsibility for sales and marketing activities, typically the President, following any dissolution or decree. The form and content of the shareholders' agreement, operating agreement, or partnership agreement must be approved by Franchisor before execution. Area Developer's failure to comply with this Article 8.3 shall constitute a material default of this Agreement.

ARTICLE 9: FORCE MAJEURE

In the event that Area Developer is unable to comply with the Development Schedule due to strike, riot, civil disorder, war, failure to supply, fire, natural catastrophe or other similar events beyond its control, and upon notice to Franchisor, the Development Schedule and this Agreement shall be extended for a corresponding period, not to exceed ninety (90) days; provided, however, that this Article 9 shall not extend the time for payment of any monetary obligations owed to Franchisor.

ARTICLE 10: CONFIDENTIALITY

10.1 Nothing contained in this Agreement shall be construed to require Franchisor to divulge to Area Developer any trade secrets, techniques, methods or processes except the material contained in Franchisor's System Standards Manuals and training materials, and then only pursuant to the terms, conditions and restrictions contained in the applicable Franchise Agreement. Area Developer acknowledges that its knowledge of Franchisor's know-how, processes, techniques, information and other proprietary data is derived entirely from information disclosed to it by Franchisor and that the information is proprietary, confidential and a trade secret of Franchisor. Area Developer agrees to adhere fully and strictly to the confidentiality of the information and to exercise the highest degree of diligence in safeguarding Franchisor's trade secrets during and after the term of this Agreement. Area Developer shall divulge the material only to its employees and agents and only to the extent necessary to permit the efficient operation of the ZAVAZONE® Indoor Adventure Parks. It is expressly agreed that the ownership of all the items and property is and shall remain vested solely in Franchisor.

10.2 Area Developer agrees that all terms of this Agreement shall remain confidential and shall not make any public announcement, issue any press release or publicity, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures other than the existence of this Agreement without the prior written consent of Franchisor unless compelled by law or ordered to do so by a court of competent jurisdiction. It is agreed and understood that Area Developer may disclose the terms of this Agreement to its professional advisors and lenders. Franchisor shall be free to make the disclosure of the terms of this Agreement as it determines, in its sole discretion, to be in the best interest of Franchisor or the System.

ARTICLE 11: NONCOMPETITION

11.1 Area Developer acknowledges and agrees that Area Developer's entire knowledge of the operation of the ZAVAZONE® Indoor Adventure Park, the System, and the concepts and methods of promoting the ZAVAZONE® Indoor Adventure Park hereunder, that it has now or obtains in the future, is derived from Franchisor's Confidential Information and Trade Secrets. Area Developer further acknowledges and agrees that all of the Confidential Information and Trade Secrets are the sole property of Franchisor, represent valuable assets of Franchisor, and that Franchisor has the right to use the Confidential Information and Trade Secrets in any manner it wishes at any time. During the Term of this Agreement, Area Developer, and Area Developers' owners, designated business managers, officers, directors, managers, members, partners, and employees who have access to the Confidential Information and Trade Secrets agree that they: (1) will not use the Confidential Information or Trade Secrets in any other business or capacity or for their own benefit; (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (3) will not make unauthorized copies of any portion of the Confidential Information and Trade Secrets; and (4) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets including requiring employees, designated business managers, and Area Developer owners who have access to the Confidential Information and Trade Secrets to execute such nondisclosure and noncompetition agreements as Franchisor may require periodically, and provide Franchisor, at Franchisor's request, with signed copies of each of those agreements. Franchisor will be named as a third-party beneficiary on such nondisclosure and noncompetition agreements.

11.2 Area Developer acknowledges and agrees that after this Agreement expires or is terminated, Area Developer, and Area Developers' owners, designated business managers, and employees who have access to the Confidential Information and Trade Secrets agree they: (a) will not use the Confidential Information or Trade Secrets in any other business or capacity or for their own benefit; (b) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (c) will not make unauthorized copies of any portion of the Confidential Information or Trade Secrets; and (d) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets including requiring written nondisclosure and noncompetition agreements for those individuals as Franchisor may require and provide Franchisor, at Franchisor's request, with signed copies of each of those agreements. Franchisor will be named as a third-party beneficiary on such nondisclosure and noncompetition agreements. Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) Confidential Information in the public domain after it was communicated to Area Developer through no fault of Area Developer, its owners, designated business managers, or employees; (b) Confidential Information in Area Developer's possession free of any obligation of confidence at the time it was communicated to Area Developer; or (c) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Area Developer is legally compelled to disclose the information, if Area Developer has notified Franchisor before disclosure and used Area Developer's best efforts, and afforded Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

11.3. Except as otherwise approved in writing by Franchisor, Area Developer covenants and agrees that, during the Term of this Agreement, Area Developer, Area Developer's Affiliates, owners, officers, directors, managers, members, partners, and employees shall not, either directly or indirectly, for Area Developer or through, on behalf of, or in conjunction with any person or entity:

(a) Divert or attempt to divert any present or prospective business or customer of any of Franchisor's franchised or other businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Trademarks or the System;

(b) Employ or seek to employ any person who is at the date Area Developer employs or seeks to employ such person, or was within one year before such date, employed by Franchisor or any of Franchisor's Affiliates or by any of Franchisor's franchisees, or otherwise directly or indirectly induce such person to leave his or her employment; or

(c) Own, maintain, advise, invest in, operate, engage in, be employed by, be a consultant to, loan money to, provide any assistance to, be a franchisee of, or have any interest in (as owner, guarantor, or otherwise) any business (a) that is the same as, or similar to, the business being developed hereunder; (b) that offers supplies, material, equipment, and ancillary items sold, leased, prepared, or otherwise dealt with in connection with offering adventure park services, including, but not limited to trampolines, foam pits, rope courses, parkour course, obstacle courses, climbing walls, slides, zip lines, and/or ball pits; (c) offers services or products that are the same as or similar to those offered in a ZAVAZONE® Indoor Adventure Park.

11.4 Except as we otherwise approve in writing, Area Developer, Area Developer's Affiliates, owners, officers, directors, managers, members, partners, and employees shall not, for a continuous uninterrupted period of two (2) years commencing upon (a) any Transfer having the effect of (1) transferring this Agreement, (2) changing control of Area Developer, or (3) changing the ownership of all or substantially all of the assets of the Area Developer's ZAVAZONE® Indoor Adventure Park, (b) termination or expiration of this Agreement (regardless of the cause for termination or expiration), or (c) a final order of a duly authorized court of competent jurisdiction (after all appeals have been taken) with

respect to any of the foregoing or with respect to enforcement of this Paragraph 11.4, either directly or indirectly, for Area Developer, or through, on behalf of, or in conjunction with, any person or entity:

(a) Divert or attempt to divert any present or prospective business or customer of any of Franchisor's franchised or other businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Trademarks or the ZAVAZONE® Indoor Adventure Park System;

(b) Employ or seek to employ any person who is at the date Area Developer employs or seeks to employ such person, or was within one year before such date, employed by Franchisor or any of Franchisor's affiliates or by any of Franchisor's franchisees, or otherwise directly or indirectly induce such person to leave his or her employment; or

(c) Own, maintain, advise, invest in, operate, engage in, be employed by, be a consultant to, loan money to, provide any assistance to, be a franchisee of, or have any interest in (as owner, guarantor, or otherwise) any business (1) (a) that is the same as, or similar to, the business being developed hereunder; (b) that offers supplies, material, equipment, and ancillary items sold, leased, prepared, or otherwise dealt with in connection with offering adventure park services, including, but not limited to trampolines, foam pits, rope courses, parkour course, obstacle courses, climbing walls, slides, zip lines, and/or ball pits; (c) offers services or products that are the same as or similar to those offered in a ZAVAZONE® Indoor Adventure Park; and (2) which business is, or is intended to be, located in or within: (i) the premises in which your former ZAVAZONE® Indoor Adventure Park was located; (ii) the Protected Territory; (iii) a radius of 20 miles around the Protected Territory; or (iv) a radius of 20 miles from any business that is owned by Franchisor or any of Franchisor's affiliates or that is franchised by Franchisor that is the same as or similar to a ZAVAZONE® Indoor Adventure Park.

11.5 Articles 11.3 and 11.4 above shall not apply to Area Developer's ownership of a less than 5% beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

11.6 Franchisor has the right, but not the obligation, during the Term of this Agreement or afterwards, to reduce the scope of any covenant in this Article 11 or any portion of any covenant in this Article 11, without Area Developer's consent, effective immediately upon receipt by Area Developer of written notice; and Area Developer shall comply immediately with any covenant as so modified, which shall be fully enforceable without regard to any other provision of Article 11.

11.7 If any person restricted by this Article 11 refuses to voluntarily comply with the foregoing obligations, the two-year period will commence with the entry of any order of a court or arbitrator enforcing this Article 14. The parties have attempted in this Article 11 to limit Area Developer’s right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope of enforceability of the provision of this Article 11 is disputed at any time by Area Developer, a court or arbitrator, as the case may be, may modify this Article 11 to the extent that it deems necessary to make such provision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision without Area Developer’s consent, at any time or times, effective immediately upon notice to Area Developer. Area Developer EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE AREA DEVELOPER OF THE ABILITY TO EARN A LIVING.

11.8 Franchisor must be protected against the potential for unfair competition by Area Developer’s use of Franchisor’s training, assistance, Confidential Information, and Trade Secrets in direct competition with Franchisor. Area Developer further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, Trade Secrets, and other information

with Area Developer absent Area Developer's agreement to strictly comply with the provisions of this Article 11. Area Developer acknowledges that as an Area Developer of Franchisor, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as an Area Developer. Area Developer acknowledges that a breach of the covenants contained in this Article 11 will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Area Developer agrees that Franchisor will have the right, without prior notice to Area Developer, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

11.9 In the event that Area Developer is not an individual, this Article 11 will also apply to the officers, directors, stockholders, partners, members, trustees, beneficiaries, and/or principals of Area Developer, Area Developer, and any persons controlled by, controlling, or under common control with Area Developer.

ARTICLE 12: ENTIRE AGREEMENT

This Agreement, along with the Franchise Disclosure Document, constitutes the entire understanding of the parties with respect to the development of the Development Protected Territory, and shall not be modified except by a written agreement signed by the parties hereto. Nothing in the Area Development Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document. Where this Agreement and any Franchise Agreement between the parties conflict with respect to initial training, the amount or payment terms of Initial Franchise Fees or equity interests held by the franchisee or operating partners and unit managers, the terms of this Agreement shall govern. Under no circumstances do the parties intend that this Agreement be interpreted in a way as to grant Area Developer any rights to grant sub-franchises in the Development Protected Territory.

ARTICLE 13: MONTHLY REPORTS

Area Developer agrees that it shall provide to Franchisor a monthly report of its activities and progress in developing and establishing ZAVAZONE® Indoor Adventure Parks as provided herein. The monthly reports shall be submitted no later than the 5th day following the end of the preceding month during the term of this Agreement.

ARTICLE 14: INDEPENDENT CONTRACTOR AND INDEMNIFICATION

12.1 It is acknowledged and agreed that Area Developer and Franchisor are independent contractors and nothing contained herein shall be construed as constituting Area Developer as the agent, partner or legal representative of Franchisor for any purpose whatsoever. Area Developer shall enter into contracts for the development of the Development Protected Territory contemplated by this Agreement at its sole risk and expense and shall be solely responsible for the direction, control and management of its agents and employees. Area Developer acknowledges that it does not have authority to incur any obligations, responsibilities or liabilities on behalf of Franchisor, or to bind Franchisor by any representations or warranties, and agrees not to hold itself out as having this authority.

12.2 Area Developer agrees to protect, defend, indemnify and hold Franchisor harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, directly or indirectly incurred as a result of, arising from, out of, or in connection with Area Developer's carrying out its obligations hereunder.

ARTICLE 15: COMPLIANCE WITH APPLICABLE LAWS

Area Developer shall develop all ZAVAZONE® Indoor Adventure Parks in the Development Protected Territory in accordance and compliance with all applicable federal, state and local statutes, laws, including all child care laws, child safety laws, and laws related to the operation of amusement parks and facilities, ordinances and regulations (where applicable) and agrees to promptly pay all financial obligations

incurred in connection therewith. Area Developer must obtain all business licenses and permits required for the operation of a ZAVAZONE® Indoor Adventure Park by federal, state, and local laws, ordinances, rules and regulations before operating any ZAVAZONE® Indoor Adventure Park.

ARTICLE 16: CHANGE IN DEVELOPMENT TERRITORY

The parties acknowledge that the development of the Development Protected Territory as anticipated hereunder has been determined according to the needs of the Area Developer's targeted market in the Development Protected Territory, as determined by Franchisor, as of the date of execution of this Agreement. The Area Developer understands that, if there is an increased public demand for the products and services offered by Franchisor due to an increase in the number of individuals or families in the Development Protected Territory, Franchisor will expect the Area Developer to establish additional ZAVAZONE® Indoor Adventure Parks within the Development Protected Territory. While Franchisor will not require the Area Developer to establish the additional ZAVAZONE® Indoor Adventure Parks, Franchisor will strongly encourage Area Developer to do so. Any additional ZAVAZONE® Indoor Adventure Park shall be governed by Franchisor's then-current form of individual Franchise Agreement.

ARTICLE 17: SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their heirs, successors, permitted assigns and personal representatives.

ARTICLE 18: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, which laws shall govern in the event of any conflict of laws, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Articles 1051 et. seq.). The parties expressly consent to personal jurisdiction in the State of Delaware and agree that, except as set forth in Article 21, the state and federal court(s) located in Dover, Delaware will have exclusive jurisdiction for the purposes of carrying out this provision.

ARTICLE 19: RECEIPT OF DOCUMENTS

Area Developer acknowledges receipt of the Disclosure Document, Area Development Agreement, Franchise Agreement, and other contracts for the ZAVAZONE® Indoor Adventure Park at least 14 calendar days before execution hereof or payment of any monies.

ARTICLE 20: NOTICES

All notices to Franchisee and Franchisor during the Initial Term, any Successor Term and afterwards shall be in writing and shall be sent to the other party by registered or certified mail, postage fully prepaid, return receipt requested, or sent by other means that affords the sender evidence of delivery, attempted delivery, or rejected delivery, addressed to such party's address below, provided, however, that no notices hereunder shall be sent by email or by telefax and Franchisee shall not designate any address that is a post office box. Notices shall be deemed delivered and received on the earliest of actual receipt; 5 business days after placement in the U.S. mail; or one business day after mailing, if placed in the U.S. mail or a courier service for next business day delivery.

To Franchisor: Zava Zone LG, LLC
11820 Parklawn Drive, Suite 230
Rockville, MD 20852
Attn: Joseph Oboler

To Area Developer: _____
_____
_____

ARTICLE 21: ARBITRATION

21.1. The parties agree that all controversies, claims and disputes between them arising out of or relating to this Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the performance of either party, and/or the purchase of the development rights by Area Developer shall be finally resolved by submitting this matter to binding arbitration under the auspices of, and using the commercial arbitration rules of, the American Arbitration Association as such rules are in effect as of the date the demand for arbitration is filed. Each party shall agree on one arbitrator selected from a panel of neutral arbitrators provided by the American Arbitration Association or such other arbitration body as the parties mutually agree upon, and the arbitrator shall be chosen by the striking method. In accordance with the terms of the Federal Arbitration Act, the Arbitrator shall hear the dispute in the American Arbitration Association offices closest to Dover, Delaware. Each party shall bear its own costs and attorney fees and one-half of the arbitrator's expenses. The arbitrator shall have no authority to amend or modify the terms of this Agreement. Each party further agrees that, unless a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The decision of the arbitrator shall be final and binding. The Area Developer knows, understands, and agrees that it is the intent of the parties that any arbitration between Franchisor and the Area Developer shall be of the Area Developer's individual claims and that the claims subject to arbitration shall not be arbitrated in conjunction with the claims of other Area Developers or franchisees or on a class-wide basis, and Area Developer hereby waives any right it may assert to have its claims arbitrated in conjunction with the claims of other Area Developers or franchisees or on a class-wide basis.

21.2. Notwithstanding any provision contained in this Article 21, Franchisor may, at its sole option, institute an action or actions for temporary or preliminary injunctive relief or seeking any other temporary or permanent equitable relief against the Area Developer that may be necessary to protect its trademarks or other rights or property. However, in Franchisor's sole discretion, the final right of determination of the ultimate controversy, claim or dispute shall be decided by arbitration as aforesaid and recourse to the courts shall thereafter be limited to seeking an order to enforce an arbitral award. In no event shall the Area Developer be entitled to make, the Area Developer shall not make, and the Area Developer hereby waives, any claim for money damages by way of set-off, counterclaim, defense or otherwise based upon any claim or assertion by the Area Developer that Franchisor has unreasonably withheld or unreasonably conditioned or delayed any consent or approval to a proposed act by the Area Developer under any of the terms of this Agreement. The Area Developer's sole remedy for any claim shall be an action or proceeding to enforce any provisions, for specific performance or declaratory judgment.

ARTICLE 22: MODIFICATION BY FRANCHISOR

Franchisor may modify and update its System Standards Manual, the Trademarks and the System unilaterally under any conditions and to any extent which Franchisor, in the exercise of its sole discretion, deems necessary to meet competition, protect trademarks or trade name, or improve the quality of the products or services provided through the ZAVAZONE® Indoor Adventure Parks, and Area Developer shall exclusively incur the costs of any change in the ZAVAZONE® Indoor Adventure Park or the System which has been caused by this modification. In the event that any improvement or addition to the System Standards Manual, the System or the Trademarks is developed by Area Developer, then Area Developer agrees to assign all right, title, and interest to such improvement or

addition or, if such assignment is prohibited by law, to grant to Franchisor an irrevocable, world-wide, exclusive, royalty-free license, with the right to sub-license the improvement or addition.

ARTICLE 23: ACKNOWLEDGEMENTS

23.1 Area Developer acknowledges and recognizes that different terms and conditions, including different fee structures, may pertain to different Area Development Agreements and franchise agreements offered in the past, contemporaneously herewith, or in the future, and that Franchisor does not represent that all Area Development Agreements or franchise agreements are or will be identical.

23.2 Area Developer acknowledges that it is not, nor is it intended to be, a third party beneficiary of this Agreement or any other agreement to which Franchisor is a party.

23.3 Area Developer represents to Franchisor that it has the business acumen, corporate authority, and financial wherewithal to enter into this Agreement and to perform all of its obligations hereunder and furthermore that the execution of this Agreement is not in contravention of any other written or oral obligation of the Area Developer.

23.4 Area Developer acknowledges that it received from Franchisor this Agreement with all blanks filled in at least seven calendar days before the execution of this Agreement.

23.5 Area Developer acknowledges and accepts the following:

THE SUCCESS OF THE AREA DEVELOPER IN MANAGING AND OPERATING MULTIPLE ZAVAZONE® INDOOR ADVENTURE PARKS IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT, AREA DEVELOPER'S INDEPENDENT BUSINESS ABILITY. AREA DEVELOPER HAS BEEN GIVEN THE OPPORTUNITY AND BEEN ENCOURAGED TO OBTAIN INDEPENDENT ADVICE FROM LEGAL AND OTHER PROFESSIONALS BEFORE ENTERING INTO THIS AGREEMENT. THIS OFFERING IS NOT A SECURITY AS THAT TERM IS DEFINED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THE OBLIGATION TO TRAIN, MANAGE, PAY, RECRUIT AND SUPERVISE EMPLOYEES OF THE ZAVAZONE® INDOOR ADVENTURE PARKS RESTS SOLELY WITH AREA DEVELOPER. AREA DEVELOPER HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL SUCCESS OR PROJECTED INCOME OF THE BUSINESS VENTURE CONTEMPLATED HEREBY. NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY FRANCHISOR TO INDUCE AREA DEVELOPER TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED HEREIN. FRANCHISOR HAS NOT MADE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, PROFITS OR SERVICES OF THE BUSINESS VENTURE TO AREA DEVELOPER AND CANNOT, EXCEPT UNDER THE TERMS OF THIS AGREEMENT, EXERCISE CONTROL OVER AREA DEVELOPER'S BUSINESS. AREA DEVELOPER ACKNOWLEDGES AND AGREES THAT IT HAS NO KNOWLEDGE OF ANY REPRESENTATION MADE BY FRANCHISOR OR ITS REPRESENTATIVES OF ANY INFORMATION THAT IS CONTRARY TO THE TERMS CONTAINED HEREIN.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement on the day and year first written above.

FRANCHISOR **ZAVA ZONE LG, LLC** a Delaware limited liability company	**AREA DEVELOPER** _____ a/an _____

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

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

AREA DEVELOPMENT AGREEMENT

ATTACHMENT A

DESCRIPTION OF THE DEVELOPMENT TERRITORY

_____
_____
_____
_____

AREA DEVELOPMENT FEE

Number of ZAVAZONE® Indoor Adventure Parks	_____
Initial Fee for first Franchise Agreement	$50,0000
$40,000 for each additional Franchise Agreement:	$_____
Total amount of Area Development Fee Due on Execution of the Area Development Agreement	$_____

FRANCHISOR
ZAVA ZONE LG, LLC
a Delaware limited liability company

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

AREA DEVELOPER

_____
a/an _____

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

AREA DEVELOPMENT AGREEMENT

ATTACHMENT B

DEVELOPMENT SCHEDULE

ZAVAZONE® Indoor Adventure Park	Development Period	Execution Deadline	Projected Opening Date
1	to		
2	to		
3	to		

FRANCHISOR
ZAVA ZONE LG, LLC
a Delaware limited liability company

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

AREA DEVELOPER

_____
a/an _____

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

AREA DEVELOPMENT AGREEMENT

ATTACHMENT C
PERSONAL GUARANTY

This Guaranty must be signed by the principal owners (referred to as "you" for purposes of this Guaranty only) of _____ (the "**Business Entity**") under the Area Development Agreement dated _____ (the "**Agreement**") with **Zava Zone LG, LLC** ("**us**," or "**our**" or "**we**").

1. **Scope of Guaranty**. In consideration of and as an inducement to our signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: (a) guarantee to us and our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

2. **Waivers**. Each of you waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. **Consents and Agreements**. Each of you consent and agree that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

4. **Enforcement Costs**. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Effectiveness**. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Delaware law and we may enforce our rights regarding it in the courts of Dover County, Delaware. Each of you irrevocably submits to the jurisdiction and venue of such courts. In addition, each of you consent to and agree to abide by the dispute resolution provisions of the Agreement, including the provisions regarding participation in mediation and binding arbitration.

Each of you irrevocably agrees to participate in any arbitration proceedings and to be bound by the arbitration rulings otherwise described in the Agreement. Each of you now sign and deliver this Guaranty effective as of the date of the Agreement regardless of the actual date of signature.

WITNESS: **GUARANTOR(S):**

_____ _____

Printed Name: _____

Date: _____

_____ _____

Printed Name: _____

Date: _____

_____ _____

Printed Name: _____

Date: _____

_____ _____

Printed Name: _____

Date: _____

_____ _____

Printed Name: _____

Date: _____

_____ _____

Printed Name: _____

Date: _____

ACKNOWLEDGMENT

Area Developer, and its shareholders, members, or partners, as applicable, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

ACCEPTED on this _____ day of _____, 20_____.

FRANCHISOR **ZAVA ZONE LG, LLC** a Delaware limited liability company	**AREA DEVELOPER** _____ a/an _____
By: _____ Name: _____ Title: _____ Date:_____	By: _____ Name: _____ Title: _____ Date: _____

[GUARANTORS NAME AND ADDRESS ON FOLLOWING PAGE]

GUARANTOR NAME	GUARANTOR ADDRESS

AREA DEVELOPMENT AGREEMENT

ATTACHMENT D STATEMENT OF SHAREHOLDERS/

MEMBERS/PARTNERS

The shareholders, members, or partners (collectively the "**Shareholders**") of the Area Developer and their respective shareholdings are as follows:

NAME OF SHAREHOLDER	NUMBER AND DESIGNATION OF SHARES	OWNERSHIP PERCENTAGE

EXHIBIT C

LIST OF CURRENT FRANCHISEES AND FORMER FRANCHISEES

CURRENT FRANCHISEES

With ZAVAZONE® Adventure Parks Open
(As of December 31, ~~2017~~2018)

None.

With Franchise Agreement signed but
ZAVAZONE® Adventure Parks Not Open
(As of December 31, ~~2017~~2018)

~~None.~~

~~With ZAVAZONE® Adventure Parks Open~~
~~(As of May 31,~~
~~2018)~~

~~None.~~

~~With Franchise Agreement signed but~~
~~ZAVAZONE® Adventure Parks Not Open~~
~~(As of May 31,~~
~~2018)~~

State	Franchisee	Address	Telephone Number
Oregon	Fizz Ventures, LLC Andre Audie Erik Mattson	1600 SW Cedar Hills Blvd, Suite 101-B, Portland OR, 97225	503-297-2575
Virginia	Healthy Fun One, Inc. Rich Eitzel	4311 Ridgewood Center Drive, Lake Ridge, VA 22192	503-297-2575
Texas	Wayne Orchid	604 Harthan Street Austin, TX 78703	512-629-1157

FORMER FRANCHISEES

The following is a list of franchisees who had who had an Outlet Terminated, Cancelled, Not Renewed, Transferred or Otherwise Voluntarily or Involuntarily Ceased to do Business under a Franchise Agreement During the Year Ended December 31, ~~2017~~2018 or Who has not Communicated with the Franchisor Within 10 Weeks of the Application Date:

None.

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

EXHIBIT D

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

STATE	STATE ADMINISTRATOR
CALIFORNIA	Department of Business Oversight: 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677
HAWAII	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington St., Room E-111 Indianapolis, Indiana 46204 (317) 232-6681
KENTUCKY	Commonwealth of Kentucky Office of the Attorney General Consumer Protection Division 1024 Capital Center Drive P.O. Box 2000 Frankfort, KY 40602 Ph: 502-696-5300 Fax: 502-564-2894
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN	Department of Attorney General Consumer Protection Division Franchising Unit 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-1837
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEBRASKA	Nebraska Department of Banking and Finance Bureau of Securities/Financial Institutions Division Commerce Court 1230 “O” Street Suite 400 Lincoln, NE 68508

STATE	STATE ADMINISTRATOR
	Ph: 402-471-2171
NEW YORK	New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway New York, New York 10271-0332 (212) 416-8222
NORTH DAKOTA	North Dakota Securities Department 600 East Blvd. Ave., Fifth Floor Dept 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
RHODE ISLAND	Securities Division Department of Business Regulation 1511 Pontiac Avenue, Building 69-1 Cranston, Rhode Island 02920 (401) 462-9585
SOUTH DAKOTA	Department of Labor and Regulation Division of Securities 445 East Capitol Pierre, South Dakota 57501-3185 (605) 773-4823
TEXAS	Statutory Document Section Secretary of State P.O. Box 12887 Austin, Texas 78711
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street. 9th Floor Richmond, Virginia 23219 (804) 371-9672
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Securities and Franchise Registration Wisconsin Securities Commission 345 West Washington Street, 4th Floor Madison, Wisconsin 53703 (608) 266-3364

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

STATE	OUR AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Commissioner of Corporations Department of Corporations 320 West 4th Street Suite 750 Los Angeles, CA 90013 1-866-275-2677
DELAWARE	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 302-658-758
ILLINOIS	Attorney General of the State of Illinois 500 South Second Street Springfield, IL 62706 (217) 782-1090
MARYLAND	Securities Commissioner Maryland Division of Securities Office of the Attorney General of Securities Division 200 Saint Paul Place, 20th Floor Baltimore, MD 21202-2021 (410) 576-6360
MICHIGAN	Franchise Administrator Consumer Protection Division, Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 miag@michigan.gov (517) 373-7117
MINNESOTA	Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101
NEW YORK	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
VIRGINIA	Clerk of the State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Director of Financial Institutions Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760

STATE	OUR AGENT FOR SERVICE OF PROCESS
WISCONSIN	Securities Administrators Franchise Registration Division Office of the Wisconsin Commissioner of Securities 201 East Wilson Street Madison, WI 53702

EXHIBIT E

STATE-SPECIFIC ADDENDA

ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF CALIFORNIA

Preliminary Comment: Each provision of this Appendix to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000 - 31516, and the California Franchise Relations Act, Cal Bus. & Prof. Code §§2000 - 20043, are met independently without reference to this Addendum to the Franchise Disclosure Document.

1. Item 3 is amended to reflect that:

   Neither we nor any person or broker identified in Item 2 of the Franchise 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 is such association or exchange.

2. Item 17 is amended by the addition of the following statements:

   California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

   The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

   The California Corporations Code, Section 31125, requires that we give you a disclosure document, approved by the Department of Corporations, before we solicit a proposed material modification of an existing franchise.

   The Franchise Agreement contains a liquidated damages clause, under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

   The Franchise Agreement requires the application of the laws and forum of Delaware. This provision may be unenforceable under California Law.

   The Franchise Agreement requires you to sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). California 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).

3. 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 FRANCHISE DISCLOSURE DOCUMENT.

4. OUR WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.corp.ca.gov.

5. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business 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.

ADDENDUM TO

FRANCHISE AGREEMENT

FOR THE STATE OF CALIFORNIA

The **Zava Zone LG, LLC** Franchise Agreement between **Zava Zone LG, LLC** ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et. seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et. seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

b. The Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

c. The Agreement requires application of the laws of Delaware. This provision may not be enforceable under California law.

d. The Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the California Business and Professions Code, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

FRANCHISOR: Zava Zone LG, LLC a Delaware limited liability company	FRANCHISEE: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF ILLINOIS

The following information applies to franchises and franchisees subject to the Illinois Disclosure Act of 1987. Item numbers correspond to those in the main body:

Item 17

The conditions under which your franchise will be terminated or not renewed may be affected by Illinois law, 815 ILCS §§ 705/19 and 705/20. Provisions regarding jurisdiction and venue and choice of law may be affected by Illinois law, 815 ILCS §§ 705/4 and 705/41.

Item 5

Pursuant to Section 200.508 of the Illinois Franchise Disclosure Act of 1987 and as imposed by the Illinois Attorney General's Office based on our financial condition, we shall defer the payment of all initial franchise fees and Area Development fees owed to us, or our affiliate, by you until such time as all initial obligations owed to you under the Franchise Agreement, Area Development Agreement or other agreements have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement or Area Development Agreement.

ADDENDUM TO

FRANCHISE AGREEMENT

FOR THE STATE OF ILLINOIS

The **Zava Zone LG, LLC** Franchise Agreement between **Zava Zone LG, LLC** ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

ILLINOIS LAW MODIFICATIONS

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, 515 ILCS 705/1 et. seq. To the extent that this Agreement contains provisions that are inconsistent with the following, such provision are hereby amended:

a. Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to Franchisee concerning nonrenewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. Any release or claims or acknowledgments of fact contained in the 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. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims under any State of Illinois law.

d. If this 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 any State of Illinois law, Illinois law governing claims will control.

2. Article 19(F) and 21(A) should be amended by the addition of the following as the last sentence of each section:

"However, this Section shall not act as a condition, stipulation or provision intended to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 at Section 705/41."

3. Notwithstanding anything in the Agreement to the contrary, all initial fees and area development fees will be deferred by the Franchisor until such time as the Franchisor, or an affiliate, has completed all initial obligations owed the Franchisee or Area Developer and they have commenced doing business. This deferral is required by the Illinois Attorney General's office based on our financial statements/condition.

4. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

FRANCHISOR: Zava Zone LG, LLC a Delaware limited liability company	FRANCHISEE: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RIDER TO

ZAVA ZONE LG, LLC, LLC AREA DEVELOPMENT AGREEMENT

FOR USE IN ILLINOIS

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **Zava Zone LG, LLC** a Delaware limited liability company, with its principal business address at 11820 Parklawn Drive, Suite 230 Rockville, MD 20852 ("**we**," "**us**" or "**our**"), and _____ _____, a _____ whose principal business address is ____ _____ (referred to in this Rider as "**you**" or "**your**") and amends the Area Development Agreement between the parties dated as of the Effective Date (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Governing Law and Jurisdiction**. Sections 11.3 and 11.4 of the Agreement is amended by adding the following:

> All matters coming under the Illinois Law will be governed by the Illinois Law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois for all matters coming under the Illinois Law.

3. **Development Fee**. The payment of the initial franchise fee and any other initial fees payable to us is deferred until we have satisfied all of our pre-opening obligations to you and you have commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

4. **Waiver of Jury Trial, Waiver of Punitive Damages**. Sections 11.5 and 11.6 of the Agreement are deleted in their entirety.

5. **Construction**. Section 12.8 of the Agreement is amended by adding the following:

> Nothing contained in the Agreement waives any of the Developer's right to rely on the disclosure made by the Franchisor in its Franchise Disclosure Document or any corresponding rights the Franchisee has under the Illinois Law.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

FRANCHISOR:
Zava Zone LG, LLC

DEVELOPER

By:_____

Name:_____

Title:_____

Date:_____

_____

Name:_____

Date:_____

ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF MARYLAND

Item 5 of the Franchise ~~Disclsoure~~Disclosure Document is amended to include the following paragraph:

The Maryland Office of the Attorney General (Securities Division) has determined that due to our financial condition, we must defer the payment of the initial fee and other initial payments payable to us until we have fulfilled all of our material pre-opening obligations to you. Accordingly, notwithstanding anything to the contrary contained in the Development Agreement, Franchise Agreement or this Disclosure Document, you must pay us the initial fee and other initial payments payable to us at the time we have fulfilled all of our material pre-opening obligations to you.

Item 17 of the Franchise Disclosure Document is amended to include the following paragraph:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Franchise Disclosure Document is amended to include the following sentence:

A provision in the Franchise Agreement that provides for termination on your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Item 17 of the Franchise Disclosure Document is modified to include the words:

"arising franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

Item 17 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

ADDENDUM TO

FRANCHISE AGREEMENT

FOR THE STATE OF MARYLAND

The **Zava Zone LG, LLC** Franchise Agreement between **Zava Zone LG, LLC** ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

MARYLAND LAW MODIFICATION

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Maryland CODE ANN., BUS. REG. Sections 14-201 to 14-233 (2010 Repl. Vol. and Supp. 2010) (the "Law"). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Law.

b. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

c. Franchisee may bring a lawsuit in Maryland for claims arising under the Law.

d. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. As a condition to becoming registered to offer and sell franchises in the State of Maryland, Zava Zone has agreed to defer your obligation to pay the Initial Franchise Fee, Opening Assistance Fee, and other initial payments due to Zava Zone (collectively the "Initial Fees") until Zava Zone has met its material pre-opening obligations to you (the "Fee Deferral Requirement"). Therefore, notwithstanding anything to the contrary in Section 5.1. of the Franchise Agreement, payment of the Initial Fees is due (a) at such time as when Zava Zone has met all of its material pre-opening obligations to you, or (b) when the Fee Deferral Requirement has been lifted, whichever occurs sooner.

3. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

<Signatures on Following Page>

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

FRANCHISOR: Zava Zone LG, LLC a Delaware limited liability company	FRANCHISEE: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO

DEVELOPMENT AGREEMENT

FOR THE STATE OF MARYLAND

THE **ZAVA ZONE LG, LLC** AREA DEVELOPMENT AGREEMENT BETWEEN **ZAVA ZONE LG, LLC** ("FRANCHISOR") AND _____ ("FRANCHISEE") DATED _____ (THE "AGREEMENT") SHALL BE AMENDED BY THE ADDITION OF THE FOLLOWING LANGUAGE, WHICH SHALL BE CONSIDERED AN INTEGRAL PART OF THE AGREEMENT (THE "STATE ADDENDUM"):

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 Zava Zone from requiring a prospective developer to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Any provisions which requires a prospective developer 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 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 Zava Zone may have incurred under the Maryland Franchise Registration and Disclosure Law.

5. As a condition to becoming registered to offer and sell franchises in the State of Maryland, Zava Zone has agreed to defer your obligation to pay the Development Fee until Zava Zone has met its material pre-opening obligations and you have commenced operation of the first Zava Zone (the "**Fee Deferral Requirement**"). Therefore, notwithstanding anything to the contrary in Section 3.2 of the Area Development Agreement, payment of the Development Fee is due (a) at such time as when Zava Zone has met all of its material pre-opening obligations to you and you have commenced operation of the first Zava Zone, or (b) when the Fee Deferral Requirement has been lifted, whichever occurs sooner.

<Signatures on Following Page>

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

FRANCHISOR: Zava Zone LG, LLC a Delaware limited liability company	FRANCHISEE: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF MINNESOTA

Item 13 of the Franchise Disclosure Document is amended to state that we will protect your right to use the trademarks, service marks, trade names, logotypes of other commercial symbols ("Marks") or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

The following is added to Item 17 of the Franchise Disclosure Document:

Under Minnesota law and except in certain specified cases, **Zava Zone LG, LLC** must give you 90 days' notice of termination with 60 days to cure. **Zava Zone LG, LLC** also must give you at least 180 days' notice of its intention not to renew a franchise, and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Franchise Agreement is inconsistent with the Minnesota law, the Minnesota law will control.

To the extent that any condition, stipulation or provision contained in the Franchise Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchises law, such condition, stipulation or provision may be void and unenforceable under the nonwaiver provision of the Minnesota Franchises Law.

Minn. Stat. §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, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Minn. Rule 2860.4400J. prohibits us from requiring you to consent to liquidated damages and prohibits waiver of a jury trial. If the Franchise Agreement contains a provision that is inconsistent with the Minn. Rule, the provisions of the Franchise Agreement will be superseded by the Minn. Rule's requirements and will have no force or effect.

Minn. Rule 2860.4400J. prohibits us from requiring you to assent to a general release. To the extent that the Franchise Agreement requires you to sign a general release as a condition of renewal or transfer, the Franchise Agreement will be considered amended to the extent necessary to comply with Minnesota law.

Minn. Rule 2860.4400J. prohibits us from requiring you to pay a termination fee. To the extent that the Franchise Agreement requires you to pay a termination fee, the provisions of the Franchise Agreement will be superseded by the Minn. Rule's requirements and will have no force or effect.

ADDENDUM TO

FRANCHISE AGREEMENT

FOR THE STATE OF MINNESOTA

The **Zava Zone LG, LLC** Franchise Agreement between **Zava Zone LG, LLC** ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

MINNESOTA LAW MODIFICATION

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be mended to be consistent with Minnesota Franchise Act. Minn. Stat. Section 80C.01 et. seq., and the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and/or Franchise Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's proprietary marks infringes trademark rights of the third party.

b. Minn. Stat. Sec. 80C.14. Subds. 3, 4, and 5 requires, 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 non-renewal of the franchise agreement. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

c. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Franchise Act.

d. If the Agreement requires that it be governed by the law of a State other than the State of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

e. Any provision that requires the Franchisee to consent to a claims period that differs from the applicable statute of limitations period under Minn. Stat. 80C.1, Subd. 5, may not be enforceable under Minnesota law.

2. Minn. Stat. 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 Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes Ch. 80C, including your rights to any procedure, forum, or remedies provided for in that law.

3. The Agreement and/or Franchise Disclosure Document is hereby amended to delete all referenced to Liquidated Damages (as defined) in violation of Minnesota law; provided, that no such

deletion shall excuse Franchisee from liability for actual or other damages and the formula for Liquidated Damages in the Agreement and/or Franchise Disclosure Document shall be admissible as evidence of actual damages.

4. To the extent required by Minnesota Law, the Agreement and/or Franchise Disclosure Document is amended to delete all references to a waiver of jury trial.

5. All sections of the Agreement and/or Franchise Disclosure Document referencing Franchisor's right to obtain injunctive relief are hereby amended to refer to Franchisor's right to seek to obtain such relief.

6. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Minnesota Law applicable to the provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

FRANCHISOR: Zava Zone LG, LLC a Delaware limited liability company	FRANCHISEE: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

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 A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 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 FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity

as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

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

4. The following 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. 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 provision that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**:

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

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor"**:

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

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

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

ADDENDUM TO
FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

The Zava Zone LG, LLC Franchise Agreement between Zava Zone LG, LLC ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

NEW YORK LAW MODIFICATION

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 to 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Release. If Franchisee is required to execute a release of claims, as provided in Article 2(B) of the Franchise Agreement, or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Sections 680 to 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

b. Governing Law. Article 21(A) of the Franchise Agreement is amended by adding the following sentence at the end of such Article: "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."

c. Termination by Franchisee. Article 9 of the Franchise Agreement is hereby amended to add the following sentence at the end of the Article: "Notwithstanding anything contained in this Article 9 to the contrary, Franchisee may terminate the Franchise Agreement on any grounds available by law."

d. Renewal, Extension, Approval of Transfer. Article 2 and Article 17 are amended by adding the following: "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 provision that the non-waiver provisions of the General business Law sections 687.4 and 687.5 be satisfied."

e. Assignment. Article 17 is amended by adding the following sentence at the end of the Article: "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."

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of New York General Business Law, with respect to each such provision are

met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

FRANCHISOR: Zava Zone LG, LLC a Delaware limited liability company	FRANCHISEE: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF VIRGINIA

1. 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 **Zava Zone LG, 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 ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable**."**

"Any securities offered or sold by the Investor Franchisee as part of the Zava Zone LG, LLC Franchise must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act."

ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF WASHINGTON

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs at the conclusion of the Item:

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

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

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

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

The State of Washington has imposed a financial condition under which the Franchisor must post a franchisor surety bond in the amount of $100,000..

ADDENDUM TO

FRANCHISE AGREEMENT

FOR THE STATE OF WASHINGTON

The **Zava Zone LG, LLC** Franchise Agreement between **Zava Zone LG, LLC** ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

WASHINGTON LAW MODIFICATIONS

1. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code Section 19.100.010 to 19.100.940 (1994). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Washington Franchise Investment Protection Act provides rights to Franchisee concerning non-renewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. If Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.

c. If the Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the State of Washington must either be held in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

d. If the Agreement requires that it be governed by the law of a state other than the State of Washington and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act will control.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Washington law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

<Signatures on Following Page>

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

FRANCHISOR: Zava Zone LG, LLC a Delaware limited liability company	FRANCHISEE: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO

AREA DEVELOPMENT AGREEMENT

FOR THE STATE OF WASHINGTON

The **Zava Zone LG, LLC** Area Development Agreement between **Zava Zone LG, LLC** ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

WASHINGTON LAW MODIFICATIONS

1. 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.

2. 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.

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 a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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 State Addendum shall be effective only to the extent that the jurisdictional requirements of Washington law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

<Signatures on Following Page>

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

FRANCHISOR: Zava Zone LG, LLC a Delaware limited liability company	FRANCHISEE: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO

FRANCHISE AGREEMENT

FOR THE STATE OF WISCONSIN

The **Zava Zone LG, LLC** Franchise Agreement between **Zava Zone LG, LLC** ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

WISCONSIN LAW MODIFICATIONS

1. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is hereby amended to add the following provision:

> For all franchises sold in the State of Wisconsin, the Company will provide Franchisee at least 90 days' prior written notice of termination, cancellation, nonrenewal or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, nonrenewal or substantial change in competitive circumstances and will provide that Franchisee have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. These notice requirements shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the franchise, Franchisee will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between the Company and Franchisee inconsistent with the Law.

3. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Washington law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

<Signatures on Following Page>

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

FRANCHISOR: Zava Zone LG, LLC a Delaware limited liability company	FRANCHISEE: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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NONDISCLOSURE AND NONCOMPETITION AGREEMENT

EXHIBIT G

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This Nondisclosure and Noncompetition Agreement ("Agreement") is made and entered into this _____ day of _____, 20____ by and between Zava Zone LG, LLC, a _____("Company"), located at _____and _____ located at_____ ("Associate")

RECITALS

A. The Company is engaged in the business of selling franchises for the operation of a business offering indoor trampoline recreation and party center featuring trampolines, foam pits, rock climbing walls and other elements and the sale of related products ("Franchise Business"). The Franchise Business is operated under the Company's "ZAVAZONE®" and other service marks, trademarks, logo types, designs, and other commercial symbols (collectively "Trademarks").

B. The Company has developed methods for establishing, operating and promoting Franchise Businesses pursuant to the Company's distinctive business format, plans, methods, data, processes, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, Trademarks and information and know-how of the Company ("Confidential Information" and "Trade Secrets") and such Confidential Information and Trade Secrets as may be further developed from time to time by the Company.

C. The Company and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of its System, which goodwill and reputation have been and will continue to be of major benefit to the Company.

D. Associate desires to become involved with the Company or a franchisee of the Company in the capacity of an officer, partner, director, agent, manager, employee, designated business manager or as a beneficial owner of the Franchise Business, or is an immediate family member or domestic partner of a principal owning an interest in the Franchise Business, and will become privileged as to certain Confidential Information and Trade Secrets. Associate may or may not have signed the Franchise Agreement or Guaranty and Assumption of Franchisee's Obligations form.

E. Associate and the Company have reached an understanding with regard to nondisclosure by Associate of Confidential Information and Trade Secrets and with respect to noncompetition by Associate with the Company and other franchisees of the Company. Associate agrees to the terms of this Agreement as partial consideration for the Company's willingness to allow Associate to engage in a business relationship with Company or a franchisee of the Company using the Company's Confidential Information and Trade Secrets.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Company, intending legally to be bound, agree as follows:

1. Definitions.

(a) "Associate" shall mean the individual or entity described on page 1 of this Agreement and the Associate's managers, officers, beneficial owners, directors, employees, partners, members, principals and immediate family members.

(b) "Competitive Business" as used in this Agreement means any business operating in competition with or similar to the Franchise Business, and specifically offering indoor trampoline

recreation and party center featuring trampolines, foam pits, rock climbing walls and other elements and the sale of related products; provided, however, Associate will not be prohibited from owning not more than a total of 5% of the stock of any company which is subject to the reporting requirements of the U.S. Securities and Exchange Act of 1934.

(c) "Confidential Information" shall mean without limitation, all knowledge, know- how, standards, formulas, methods and procedures related to the establishment and operation of the Franchise Business and includes all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchise Business including, without limitation, all databases (whether in print, electronic or other form), all names, addresses, phone numbers, e-mail addresses, customer purchase records, mail lists, manuals, promotional and marketing materials, marketing strategies and any other data and information which the Company or its affiliates designate as confidential including all information contained in the Company's System Standards Manual, which may be provided as one or more separate manuals, written instructional guides, CD Rom, or other communications from the Company or its affiliates, which may be changed or supplemented from time to time.

(d) "Franchise Agreement" shall mean the franchise agreement between Company and _____ dated _____ as may be amended from time to time.

(e) "Protected Territory" shall have the meaning defined in the Franchise Agreement.

(f) "Term" shall have the meaning defined in the Franchise Agreement.

(g) "Trade Secret(s)" shall mean information, including a formula, pattern, compilation, program, device, method, technique or process related to the Franchise Business that both derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(h) All other capitalized terms not defined in this Agreement shall have the meaning given to them in the Franchise Agreement.

2. Confidential Information and Trade Secrets. Associate and the Company acknowledge that the Confidential Information and Trade Secrets which are developed and utilized in connection with the operation of the Franchise Business are unique and the exclusive property of the Company or its affiliates. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information and Trade Secrets would be wrongful and would cause irreparable injury and harm to the Company or its affiliates. Associate further acknowledges that the Company or its affiliates has expended a great amount of effort and money in obtaining and developing the Confidential Information and Trade Secrets, that the Company or its affiliates has taken numerous precautions to guard the secrecy of the Confidential Information and Trade Secrets, and that it would be very costly for competitors to acquire or duplicate the Confidential Information and Trade Secrets.

3. Nondisclosure of Confidential Information and Trade Secrets. During the Term and any Successor Term of the Franchise Agreement and for a period of 2 years after the expiration or termination of the Franchise Agreement (unless such information is a Trade Secret in which case the requirements in this Article 3 will remain in place for as long as such information constitutes a Trade Secret), Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Company or the Franchise Business, any of the Confidential Information or Trade Secrets of the Company or its affiliates.

4. Exceptions to Disclosing Confidential Information. Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) information that was in the public domain prior to being communicated to the Associate through no fault of the Associate; (b) information that entered the public domain after it was communicated to the Associate through no fault of the Associate; (c) information that was in the Associate's possession free of any obligation of confidence at the time it was communicated to the Associate; or (d) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that the Associate is legally compelled to disclose the information, if the Associate has notified the Company before disclosure and used the Associate's best efforts, and afforded the Company the opportunity, to obtain an appropriate protective order or other assurance satisfactory to the Company of confidential treatment for the information required to be so disclosed.

5. Noncompetition Covenant. Associate acknowledges that the Company must be protected against the potential for unfair competition by Associate's use of the Confidential Information and Trade Secrets in direct competition with the Company. Associate further acknowledges that the Confidential Information and Trade Secrets would not have been divulged to the Associate absent the Associate's agreement to strictly comply with the provisions of this Agreement. Associate therefore agrees that, other than the Franchise Business licensed under the Franchise Agreement, Associate will not during the Term and Successor Term of the Franchise Agreement:

(a) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business;

(b) perform services as a manager, officer, beneficial owner, director, principal, employee, partner, member, consultant, representative, agent or otherwise for a Competitive Business; or

(c) divert or attempt to divert any business related to, or any customer or account of the Franchise Business, the Company's business, the business of any affiliate of the Company or any other franchisee's business, by direct inducement or otherwise, or divert or attempt to divert the employment of any employee of the Company or another franchisee licensed by Company, to any Competitive Business by any direct inducement or otherwise.

6. Post-Termination Covenant Not to Compete. Upon termination or expiration of Associate's relationship with the Company, the Franchise Business or the Franchise Agreement for any reason, Associate agrees that, for a period of 2 years commencing on the effective date of termination or expiration of the Franchise Agreement, Associate will not have any direct or indirect interest (through any immediate family member of Associate or its beneficial owners or otherwise) as a disclosed or beneficial owner, investor, partner, director, officer, manager, employee, consultant, representative or agent or in any other capacity in any Competitive Business, located or operating: (a) in the Protected Territory or any other franchisee's territory; (b) within 20 miles of the Protected Territory or any other franchisee's Protected Territory; or (3) within 20 miles of any Company or Company's affiliate owned Franchise Business.

The restrictions of this Article 6 will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent 5% or less of the number of shares of that class of securities issued and outstanding.

The parties have attempted in this Agreement to limit the Associate's right to compete only to the extent necessary to protect the Company from unfair competition. The parties hereby expressly agree that if the scope of enforceability of the provision of Articles 5 and 6 are disputed at any time by the Franchisee, a court or arbitrator, as the case may be, may modify Articles 5 and 6 to the extent that it deems necessary to make such provisions enforceable under applicable law. THE ASSOCIATE EXPRESSLY ACKNOWLEDGES THAT THE ASSOCIATE POSSESSES SKILLS AND ABILITIES

OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE ASSOCIATE OF THE ABILITY TO EARN A LIVING.

7. Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Company shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Company may be entitled. Associate agrees that the Company may obtain such injunctive relief, without posting a bond or bonds. Associate's sole remedy, in the event of the entry of such injunctive relief, shall be dissolution of such injunctive relief, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate. In any litigation, arbitration or other proceeding concerning the entry of any requested injunction against Associate, Associate, for value, voluntarily waives such defenses as Associate might otherwise have under the law of the jurisdiction in which the matter is being litigated, arbitrated or otherwise relating to any claimed "prior breach" on the part of the Company; it being specifically understood and agreed between the parties that no action or lack of action on the part of the Company will entitle or permit the Associate to disclose any such Confidential Information and Trade Secrets in any circumstances.

8. Effect of Waiver. The waiver by Associate or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and the Company and their respective heirs, executors, representatives, successors and assigns.

10. Entire Agreement. This instrument contains the entire agreement of Associate and the Company relating to the matters set forth herein. It may not be changed verbally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

11. Governing Law. This instrument shall be governed by and construed under the laws of the State of Colorado.

12. Jurisdiction and Venue. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of Colorado, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of Colorado. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of Colorado. Notwithstanding the foregoing, in the event that the laws of the state where the Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other state's laws shall control.

13. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement which shall otherwise remain in full force and effect.

14. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

COMPANY
Zava Zone LG, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Date:_____

ASSOCIATE:
_____
_____

By:_____
Name: _____
Title: _____

Date:_____

EXHIBIT H

FRANCHISE COMPLIANCE CERTIFICATION

EXHIBIT H

FRANCHISE COMPLIANCE CERTIFICATION

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. **Do not sign or date this Certification the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement**. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed our Franchise Agreement, and each Addendum (if any) and related agreement (i.e., personal guaranty) attached to them?

   Yes _____ No _____

2. Did you receive the Franchise Agreement, and each related agreement, containing all material terms, at least 7 days before signing any binding agreement (other than any deposit agreement) with us or an affiliate?*

   Yes _____ No _____

   * This does not include changes to any agreement mutually agreed upon.

3. Do you understand all of the information contained in the Franchise Agreement, and each Addendum (if any) and related agreement provided to you?

   Yes _____ No _____

   If No, what parts of the Franchise Agreement, Addendum (if any) and/or related agreements do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

4. Have you received and personally reviewed our Franchise Disclosure Document ("**FDD**") that was provided to you?

   Yes _____ No _____

5. Did you receive the FDD at least 14 days before signing the Franchise Agreement, this document or any related agreement, or before paying any funds to us or an affiliate?

   Yes _____ No _____

6. Did you sign (or e-sign) a receipt for the FDD indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

8. Have you discussed the benefits and risks of purchasing a ZAVAZONE® Indoor Adventure Park franchise with an attorney, accountant or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your ZAVAZONE® Indoor Adventure Park franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

Yes _____ No _____

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of a ZAVAZONE® Indoor Adventure Park franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

11. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a ZAVAZONE® Indoor Adventure Park franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

12. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a ZAVAZONE® Indoor Adventure Park franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

13. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

14. If you have answered "Yes" to any one of questions 11-13, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

_____

_____

_____

15. Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning the ZAVAZONE® Indoor Adventure Park franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement, Addendum (if any) or related agreements will not be binding?*

Yes _____ No _____

Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

16. Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement, Addendum (if any) and related agreements can be relied upon?

Yes _____ No _____

17. You signed the Franchise Agreement, and Addendum (if any) and related agreements on _____, 20__, and acknowledge that no agreement or addendum is effective until signed and dated by us.

[SIGNATURES ON FOLLOWING PAGE]

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

The individuals signing below for the "**Franchisee Applicant**" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitute the duly authorized representatives or agents of the foregoing.

FRANCHISEE APPLICANT:	
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
Date: _____	Date: _____
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
Date: _____	Date: _____
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
Date: _____	Date: _____
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
Date: _____	Date: _____

EXHIBIT I

FORM OF GENERAL RELEASE

EXHIBIT I

FORM OF GENERAL RELEASE

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20___ by and between **Zava Zone LG, LLC** (the "Franchisor"), and _____, a _____ with a principal address at _____ (hereinafter referred to as "Releasor"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Delaware law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder, without regard to Delaware's provisions for conflicts of laws. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Delaware.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

7. Releasor further expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California or any other state laws, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Releasor acknowledges that they are or may be represented by counsel, and acknowledge that they are familiar with the provisions of California Civil Code Section 1542, which provides 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. Releasor acknowledges that he/she/or it may later discover claims or facts in addition to or different from those set forth in this release and which, if known or suspected at the time of executing this release, may have materially affected this Agreement. Nonetheless, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all claims, Releasor expressly acknowledges that this Release is also intended to include in its effect, without limitation, all claims which they do not know or expect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims. Releasor waives any rights, claims or causes of action that might arise as a result of such different or additional claims or facts. Notwithstanding the governance of this Release by laws of the State of Delaware, it is the intent of Releasor to waive any right, claim or cause of action as is consistent with the forgoing waiver of Section 1542 of the Civil Code of California.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness	**RELEASOR**
_____	_____
	Name:_____
Witness	**Zava Zone LG, LLC** a Delaware limited liability company
_____	By:_____
	Name:_____
	Title:_____

EXHIBIT J

FINANCIAL STATEMENTS

ZAVA ZONE LG, LLC
(A LIMITED LIABILITY COMPANY)

Financial Statements
With Independent Auditor's Report
For the Year Ended December 31, 2018 and
the Period March 1, 2017 (Inception)
Through December 31, 2017

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Grossberg COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

6500 ROCK SPRING DRIVE • SUITE 200 • BETHESDA, MARYLAND 20817
(301) 571-1900 • FAX (301) 571-1932 • www.grossberg.com

INDEPENDENT AUDITOR'S REPORT

To the Members
Zava Zone LG, LLC

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of Zava Zone LG, LLC, which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of operations, changes in members' (deficit) equity, and cash flows for the year ended December 31, 2018 and the period March 1, 2017 (inception) through December 31, 2017, and the related notes to the financial statements.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

AUDITOR'S RESPONSIBILITY

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

jhi ASSOCIATED WORLD-WIDE WITH JHI

OPINION

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Zava Zone LG, LLC as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the year ended December 31, 2018 and the period March 1, 2017 (inception) through December 31, 2017, in accordance with accounting principles generally accepted in the United States of America.

Grossberg Company LLP

Bethesda, MD
March 7, 2019

ZAVA ZONE LG, LLC
(A LIMITED LIABILITY COMPANY)

BALANCE SHEETS

DECEMBER 31, 2018 AND 2017

Assets	***2018***	***2017***
Cash	$ 6,621	$ 58,679
Franchise fees receivable (Note 3)	50,000	-
Prepaid expenses	2,906	-
Furniture and equipment, net of accumulated depreciation of $2,507 and $789	6,083	7,801
Deferred franchise placement fees (Note 3)	44,400	-
Total assets	$ 110,010	$ 66,480

Liabilities and Members' (Deficit) Equity	***2018***	***2017***
Liabilities		
Accounts payable	$ 16,781	$ -
Due to affiliates (Note 4)	17,656	18,469
Deferred franchise fee revenue (Note 3)	150,000	-
Total liabilities	184,437	18,469
Members' (deficit) equity	(74,427)	48,011
Total liabilities and members' deficit equity	$ 110,010	$ 66,480

See accompanying notes.

ZAVA ZONE LG, LLC
(A LIMITED LIABILITY COMPANY)

STATEMENTS OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2018 AND THE PERIOD MARCH 1, 2017 (INCEPTION) THROUGH DECEMBER 31, 2017

	2018	***2017***
Revenue (Note 3)	$ -	$ -
Expenses:		
Marketing (Note 3)	40,818	51,892
Administrative (Note 4)	18,665	17,637
Professional fees	109,843	244,171
Taxes and insurance	1,394	-
Depreciation	1,718	789
Total expenses	172,438	314,489
Net loss	$ (172,438)	$ (314,489)

See accompanying notes.

ZAVA ZONE LG, LLC
(A LIMITED LIABILITY COMPANY)

STATEMENTS OF CHANGES IN MEMBERS' (DEFICIT) EQUITY

FOR THE YEAR ENDED DECEMBER 31, 2018 AND THE PERIOD MARCH 1, 2017 (INCEPTION) THROUGH DECEMBER 31, 2017

	2018	***2017***
Balance, beginning of year	$ 48,011	$ -
Capital contributions	50,000	362,500
Net loss	(172,438)	(314,489)
Balance, end of year	$ (74,427)	$ 48,011

ZAVA ZONE LG, LLC
(A LIMITED LIABILITY COMPANY)

STATEMENTS OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2018 AND THE PERIOD MARCH 1, 2017 (INCEPTION) TO DECEMBER 31, 2017

	2018	2017
Cash flows from operating activities:		
Net loss	$ (172,438)	$ (314,489)
Adjustments to reconcile net loss to net cash used for operating activities:		
Depreciation	1,718	789
Changes in operating assets and liabilities:		
Prepaid expenses	(2,906)	
Franchise fees receivable	(50,000)	-
Accounts payable	1,981	-
Deferred franchise fee revenue	150,000	-
Net cash used for operating activities	(71,645)	(313,700)
Cash flows from investing activities:		
Purchases of property and equipment	-	(8,590)
Payment of franchise placement fees	(29,600)	-
Net cash used for investing activities	(29,600)	(8,590)
Cash flows from financing activities:		
Capital contributions	50,000	362,500
(Repayments to) advances from affiliate	(813)	18,469
Net cash provided by financing activities	49,187	380,969
Net (decrease) increase in cash	(52,058)	58,679
Cash, beginning of period	58,679	-
Cash, end of period	$ 6,621	$ 58,679

Supplementary information to the statements of cash flows is as follows:

Non-cash investing activity - Franchise placement fees excludes $14,800 of fees included in accounts payable at December 31, 2018.

ZAVA ZONE LG, LLC

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2018

1. Accounting policies

Nature of operations - Zava Zone LG, LLC (the "Company") was organized as a limited liability company under the laws of the state of Delaware on March 1, 2017 for the purpose of franchising the Zava Zone concept, an indoor trampoline park with rock climbing, zip lining, and obstacle courses.

Use of estimates - We prepare our financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP), which require management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents - The Company considers amounts in highly liquid investments purchased with original maturities of three months or less to be cash and cash equivalents.

Accounts receivable - Accounts receivable consist of amounts due to the Company from franchisees related to initial franchise fees. Accounts receivable as of December 31, 2018 were $50,000. There were no accounts receivable at December 31, 2017. The Company records an allowance for estimated uncollectible accounts. Receivables are evaluated by management as to their collectability on an individual basis prior to an allowance being established. Management believes there are no uncollectible accounts at December 31, 2018 and 2017.

Property and equipment - Property and equipment are stated at cost and depreciated at estimated useful lives of five years using the straight-line method. Expenditures in excess of $1,500 are capitalized for financial statement purposes. Expenditures for maintenance, repairs, and improvements which do not materially extend useful lives of these assets are charged to earnings.

Advertising - Advertising costs are charged to operations as the costs are incurred. Advertising costs for the year ended December 31, 2018 and the period March 1, 2017 (inception) to December 31, 2017 were $40,818 and $51,892, respectively.

Revenue recognition - During 2018, the Company adopted Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*, in addition to several related ASUs (collectively, ASU 2014-09). ASU 2014-09 supersedes the revenue recognition requirements in Topic 605, *Revenue Recognition*, as well as most industry-specific guidance, and provides a principles-based, comprehensive framework in Topic 606, *Revenue Recognition*. ASU 2014-09 also specifies the accounting for certain costs to obtain or fulfill a contract with a customer and provides enhanced disclosure requirements. No retrospective adjustments to the financial statements are necessary from the adoption of ASU 2014-09. See Note 3 for disclosures required by ASU 2014-09, including our revenue recognition accounting policies.

Placement fees - The costs directly associated with obtaining franchisees have been deferred and are being amortized on the straight-line basis over the term of the associated franchise agreement, beginning on the opening date of the related location. There was no amortization of these fees during 2018 and 2017, as no locations had started operations as of December 31, 2018.

1. *Accounting policies (continued)*

Subsequent events - We have evaluated subsequent events through March 7, 2019, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of December 31, 2018 have been incorporated into these statements.

2. *Income taxes*

The Company has elected to be treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions which must be considered for disclosure. The Company will be subject to U.S. Federal or state income tax examinations by tax authorities generally for three years after the returns are filed.

3. *Revenue recognition*

Disaggregation of revenue - The Company operates as a franchisor of its Zava Zone concept in geographic locations deemed acceptable based on a review of potential franchise applicants. Applications have currently been accepted in Washington, Virginia and Texas. As a result, the Company is dependent on the strength of the multi-attraction indoor adventure park industry in these regions and its ability to collect amounts owed under the franchise agreements. The Company generally recognizes contract revenue over time for financial reporting purposes.

Performance obligations - We have a performance obligation to provide franchisees a license to our intellectual property for use of our brand name. As compensation for such services, we are entitled to initial application fees and ongoing royalty fees.

Initial application fees are fixed consideration payable upon submission of a franchise application or renewal. These fees are allocated to separate performance obligations as determined by management based on the franchise agreements. Amounts allocated to separate performance obligations are recognized as revenue at such time as the obligation has been completed by the Company. The remaining balance of the initial application fees that are not allocated to separate performance obligations are deferred and recognized on a straight-line basis over the initial or renewal term of the franchise agreements. As of December 31, 2018, all initial application fees are included in deferred franchise revenue on the balance sheets.

Our ongoing royalty fees represent variable consideration, as the transaction price is based on a percentage of certain revenues of the franchise locations, as defined in each contract. We recognize royalty fees on a monthly basis over the term of the agreement as those amounts become payable. No royalty fees have been recognized during 2018 and 2017.

3. Revenue recognition (continued)

Under our franchise agreements, we are entitled to be reimbursed for certain costs we incur on behalf of the franchised properties. These costs primarily consist of certain operational and administrative costs as provided for in our contracts with the owners. We are entitled to reimbursement in the period we incur the related reimbursable costs. No reimbursable costs have been recognized during 2018 and 2017.

Under our franchise agreements, franchisees participate in a centralized marketing program. We operate this program for the benefit of our franchise owners. We do not operate this program to generate a profit over the contract term, and accordingly, when we recover the costs that we incur for this program, we do not seek a mark-up. The amounts we charge for this program are generally based on a percentage of sales and are payable on a monthly basis. We recognize this revenue when the amounts may be billed to franchise owners, and we recognize expenses as they are incurred. This pattern of recognition results in temporary timing differences between the costs incurred for the centralized program and the related reimbursement from franchise owners in our net income. Over the long term, this program is not designed to impact our economics, either positively or negatively. No marketing program revenue has been recognized during 2018 and 2017.

Contract balances - We generally receive payments from franchise owners as we satisfy our performance obligations. We record a receivable when we have an unconditional right to receive payment and only the passage of time is required before payment is due. We record deferred revenue when we receive payment, or have the unconditional right to receive payment, in advance of the satisfaction of our performance obligations related to franchise application fees. As of December 31, 2018, deferred franchise fee revenue totaled $150,000 (none at December 31, 2017) and franchise fees receivable totaled $50,000 (none at December 31, 2017).

Costs incurred to obtain and fulfill contracts with customers - We incur certain costs to obtain and fulfill contracts with customers, which we capitalize and amortize on a straight-line basis over the initial, non-cancellable term of the contract. Costs incurred during the year ended December 31, 2018, totaled $44,400 (none during the period ended December 31, 2017) and are included in deferred franchise placement fees on the balance sheets.

4. Transactions with related parties

Due to affiliates consists of expenses paid on behalf of the Company by affiliated entities through common ownership. The amount is non-interest bearing and due on demand.

The Company reimburses a related party through common ownership for its share of office rent, use of equipment, and administrative staff. For the year ended December 31, 2018 and the period March 1, 2017 (inception) to December 31, 2017, $5,658 and $1,415, respectively, were charged to operations.

ZAVA ZONE LG, LLC
(A LIMITED LIABILITY COMPANY)

Financial Statements
With Independent Auditor's Report
For the Period March 1, 2017 (Inception)
Through December 31, 2017

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Grossberg COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Members
Zava Zone LG, LLC

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of Zava Zone LG, LLC, which comprise the balance sheet as of December 31, 2017, and the related statement of operations, changes in members' equity, and cash flows for the period March 1, 2017 (inception) through December 31, 2017, and the related notes to the financial statements.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

AUDITOR'S RESPONSIBILITY

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

jhi ASSOCIATED WORLD-WIDE WITH JHI

Grossberg COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

OPINION

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Zava Zone LG, LLC as of December 31, 2017, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Grossberg Company LLP

Bethesda, MD
March 23, 2018

ZAVA ZONE LG, LLC
(A LIMITED LIABILITY COMPANY)

BALANCE SHEET

DECEMBER 31, 2017

Assets	
Cash	$ 58,679
Furniture and equipment, net of accumulated depreciation of $789	7,801
Total assets	$ 66,480
Liabilities and Members' Equity	
Liabilities	
Due to affiliates (Note 3)	$ 18,469
Members' equity	48,011
Total liabilities and members' equity	$ 66,480

See accompanying notes.

ZAVA ZONE LG, LLC
(A LIMITED LIABILITY COMPANY)

STATEMENT OF OPERATIONS

FOR THE PERIOD MARCH 1, 2017 (INCEPTION) THROUGH DECEMBER 31, 2017

Revenue	$ -
Expenses:	
Marketing	51,892
Administrative (Note 3)	17,637
Professional fees	244,171
Depreciation	789
Total expenses	314,489
Net loss	$ (314,489)

See accompanying notes.

ZAVA ZONE LG, LLC
(A LIMITED LIABILITY COMPANY)

STATEMENT OF CHANGES IN MEMBERS' EQUITY

FOR THE PERIOD MARCH 1, 2017 (INCEPTION) THROUGH DECEMBER 31, 2017

	Total
Capital contributions	$ 362,500
Net loss	(314,489)
Balance, December 31, 2017	$ 48,011

See accompanying notes.

ZAVA ZONE LG, LLC
(A LIMITED LIABILITY COMPANY)

STATEMENT OF CASH FLOWS

FOR THE PERIOD MARCH 1, 2017 (INCEPTION) THROUGH DECEMBER 31, 2017

Cash flows from operating activities:	
Net loss	$ (314,489)
Adjustments to reconcile net loss to net cash used for operating activities:	
Depreciation	789
Net cash used for operating activities	(313,700)
Cash flows from investing activities:	
Purchases of property and equipment	(8,590)
Cash flows from financing activities:	
Capital contributions	362,500
Advances from affiliate	18,469
Net cash provided by financing activities	380,969
Net increase in cash	58,679
Cash, beginning of period	-
Cash, end of period	$ 58,679

See accompanying notes.

ZAVA ZONE LG, LLC

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017

1. *Accounting policies*

Nature of operations - Zava Zone LG, LLC (the "Company") was organized as a limited liability company under the laws of the state of Delaware on March 1, 2017 for the purpose of franchising the Zava Zone concept, an indoor trampoline park with rock climbing, zip lining, and obstacle courses.

Use of estimates - We prepare our financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP), which require management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents - The Company considers amounts in highly liquid investments purchased with original maturities of three months or less to be cash and cash equivalents.

Property and equipment - Property and equipment are stated at cost and depreciated at estimated useful lives of five years using the straight-line method. Expenditures in excess of $1,500 are capitalized for financial statement purposes. Expenditures for maintenance, repairs, and improvements which do not materially extend useful lives of these assets are charged to earnings.

Advertising - Advertising costs are charged to operations as the costs are incurred. Advertising costs for the period ended December 31, 2017 were $51,892.

Subsequent events - We have evaluated subsequent events through March 23, 2018, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of December 31, 2017 have been incorporated into these statements.

2. *Income taxes*

The Company has elected to be treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions which must be considered for disclosure. The Company will be subject to U.S. Federal or state income tax examinations by tax authorities generally for three years after the returns are filed.

3. *Transactions with related parties*

Due to affiliates consists of expenses paid on behalf of the Company by affiliated entities through common ownership. The amount is non-interest bearing and due on demand.

The Company reimburses a related party through common ownership for its share of office rent. For the period ended December 31, 2017, $1,415 was charged to operations.

EXHIBIT K

RECEIPT

EXHIBIT K

RECEIPT

(Retain This Copy)

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 Zava Zone LG, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed franchise sale or grant.

New York and Rhode Island require that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale or grant. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale or grant.

If Zava Zone LG, LLC, does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit G. Our registered agents authorized to receive service of process are set forth on Exhibit G.

The franchise seller for this offering is:

Name	Principal Business Address	Telephone Number
Joseph Henry	11820 Parklawn Drive, Suite 230, Rockville, Maryland 20852	1-800-376-9282
Joshua Oboler	11820 Parklawn Drive, Suite 230, Rockville, Maryland 20852	1-800-376-9282

Issuance Date: ~~March 28, 2018~~April 2, 2019

I acknowledge receiving this Franchise Disclosure Document dated _____, ~~2018~~_____, 2019, including the following Exhibits:

Exhibit A -	Franchise Agreement	Exhibit G -	Non-disclosure and Non-competition Agreement
Exhibit B -	Area Development Agreement		
Exhibit C -	List of Current & Former Franchisees	Exhibit H -	Franchise Compliance Certificate
Exhibit D -	List of State Administrators and Agents for Service of Process	Exhibit I -	Form of General Release
		Exhibit J -	Financial Statements
Exhibit E -	State Specific Addendum	Exhibit K -	Receipts
Exhibit F -	System Standards Manual Table of Contents		

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

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Exhibit F -	System Standards Manual Table of Contents		

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to Joshua Oboler, Zava Zone LG, LLC, 11820 Parklawn Drive, Suite 230, Rockville, Maryland 20852 or email it to franchise@zavazone.com.