



ALLSTARS CAMP CORPORATION

FRANCHISE DISCLOSURE DOCUMENT

~~Allstars Camp Corporation~~



ISSUANCE ~~DATE: September 9~~ DATE: March 8, 2022 2023



FRANCHISE DISCLOSURE DOCUMENT



Allstars Camp Corporation
a Florida
Corporation
13790 Bridgewater Crossings Blvd #1080.
Windermere, FL 34786
(321) 558-1555
info@mycityallstars.com
www.mycityallstars.com

The franchise offered is for the operation of an My City Allstars Franchise, which utilizes our System, the Copyrights and Marks to operate, market, sell and provide seasonal and non-seasonal amateur sports camps and related products or services that we designate or approve (a “My City Allstars Franchise” or “Franchised Business”).

The total investment necessary to begin operation of an My City Allstars Franchise ranges from \$114,500 to \$265,000. This includes \$55,000 that must be paid to the franchisor or its affiliates.

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 the disclosure document at least 14 calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale or grant. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Tamar Hill at 13790 Bridgewater Crossings Blvd #1080, Windermere, FL 34786 and (321) 558-1555.

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: ~~September 9~~ March 8, 2022 2023



How to Use This Franchise Disclosure Document

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

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



What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. ~~See the Table of Contents for the location of the State Specific Addenda~~ [in Exhibit I](#).



Special Risks to Consider About *This* Franchise

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

~~1.~~ **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation only in Florida. Out-of-state mediation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate with the franchisor in Florida than in your own states.

Minimum Payments. You must make minimum royalty payments. If you fail to do so, the franchisor could terminate your franchise agreement and you could lose your investment.

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



Table of Contents

ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....	1
ITEM 2 BUSINESS EXPERIENCE ³	<u>2</u>
ITEM 3 LITIGATION	3
ITEM 4 BANKRUPTCY	3
ITEM 5 INITIAL FEES	3
ITEM 6 OTHER FEES	4
ITEM 7 ESTIMATED INITIAL INVESTMENT	9
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	11
ITEM 9 FRANCHISEE’S OBLIGATIONS.....	13
ITEM 10 FINANCING.....	15
ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	<u>15</u>
ITEM 12 TERRITORY	21
ITEM 13 TRADEMARKS ²³	<u>24</u>
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	25
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS ²⁶	<u>27</u>
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL ²⁷	<u>28</u>
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION ²⁷	<u>28</u>
ITEM 18 PUBLIC FIGURES	33
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS.....	33
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION.....	36
ITEM 21 FINANCIAL STATEMENTS ³⁹	<u>38</u>
ITEM 22 CONTRACTS ³⁹	<u>38</u>
ITEM 23 RECEIPTS ³⁹	<u>38</u>

EXHIBITS

- A. FINANCIAL STATEMENTS
- B. LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
- C. LIST OF CURRENT AND FORMER FRANCHISEES
- D. OPERATIONS MANUAL TABLE OF CONTENTS
- E. FRANCHISE AGREEMENT WITH ATTACHMENTS
- F. GENERAL RELEASE
- G. FORM OF CONFIDENTIALITY AND NONCOMPETITION
- H. STATE SPECIFIC ADDENDA
- I. STATE EFFECTIVE DATES
- RECEIPTS



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

The Franchisor is **Allstars Camp Corporation.**, referred to as “we,” “us,” or “our.” “You” or “Your” means the person who acquires the franchise from us and includes your owners and principals if you are a corporation, limited liability company, or other business entity.

The Franchisor

We are a Florida Corporation formed on May 17th, 2022. We do business as “**My City Allstars.**” Our current principal business address is 13790 Bridgewater Crossings Blvd #1080, Windermere, FL 34786. Our phone number is (818) 445-8263, and our website is www.mycityallstars.com. We have never offered franchises in the past but will upon completion of this document. Our agent in this state for service of process is, if applicable, disclosed in “Exhibit B.” We grant franchises to qualified and capable candidates for the establishment, development, and operation of businesses that sell and provide seasonal and ~~non-non-~~ seasonal amateur sports camps as well as other related products and services that we designate or approve, under the trademark “**My City Allstars**” and other associated logos, designs, symbols, and trade dress (the “**My City Allstars Franchise**”).

We currently own and operate one (1) company-owned location substantially similar to that being franchised under the “**Spartan Allstars**” mark, which is located in California. Spartan Allstars intends to begin operating under our Marks after the issuance of this disclosure document. Other than as previously mentioned, we do not engage in any other business activities and have not offered franchises in any other line of business.

Our Franchise Program

My City Allstars Franchises create and supervise amateur sport camps and other related services that we may develop (as applicable, collectively, the “**Services**”) within a defined geographic area (the “**Territory**”). The Services are primarily offered for customers between grades K- 10th (each, a “**Customer**”) in connection with seasonal and non-seasonal sports camps and other related services. (“**Events**”). These Services are typically held seasonally from May until September but may be held ~~year-year-~~ round based upon availability in your geographic location and approval by us.

Each My City Allstars Franchise uses our distinctive formats, methods, policies, procedures, systems, standards, specifications, information, e-commerce systems, affiliation with public and private sector organizations, Computer System and Software automated registration program and training and business relationships, all of which we may register, change, cancel, alter, amend, further improve, discontinue, develop or otherwise modify, from time to time (collectively, the “**System**”).

We identify the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark “Allstars Camp” distinctive trade dress and such other trade names, trademarks, and service marks as we now or in the future may designate in writing for use in connection with the System (the “**Marks**”). We continue to develop, use, and control the use of such Marks in order to identify for the public the source of products and services marketed under the System, and to represent the System's high standards of quality, appearance and service.

The types of sports you are authorized to provide products and services for include but are not limited to, football, soccer, basketball, lacrosse, archery, ultimate frisbee, volleyball, badminton, pickle ball, GaGa Ball, kickball, dodgeball, tennis, ping pong, baseball, Spike Ball, handball, futsal, yoga, capture the flag, hockey, wrestling, martial arts and other field games (the “**Authorized Sports**”). You may only offer the Authorized Sports, Products, Services and Events designated in your Territory in accordance with your franchise agreement and our Operations Manual. You may not offer any sports not approved by us. You will recruit, train and develop event coordinators, coaches, volunteers, officials, operations staff and other personnel needed to conduct the Events (“**Camp Personnel**”).

[My City Allstars](#)
~~Camp Corporation~~



Our Affiliates

Our affiliate Spartan Allstars, LLC (“Allstars CA”), a California limited liability company was formed in April 2013, with a principal address of 38 N Lotus Ave, Pasadena, California 91107. Our Affiliate has operated a Spartan Allstars Camp business similar to the Franchised Business offered under this Disclosure Document. We refer to the business operated by Allstars CA as a “Company Owned Outlet.

We do not offer other franchises in any other line of business. We do not conduct any other business activities other than selling and supporting Franchised Businesses. We do not have any predecessors or parents other than those above. None of our affiliates will provide products or services to our franchisees. None of our affiliates offer franchises in any line of business.

Competition

You may compete with other sports franchise systems, or similar non-franchised sports and recreational organizations or systems, and may face competition from locally, regionally or nationally recognized sports associations. You may also face competition from public, private, and not-for profit organizations which currently operate amateur sports programs and sell sporting related products or services via store front, mail order, catalogue or the internet. The Products and Services you offer to the general public, organizations or municipalities may be similar to those already offered by others. The market for amateur sports, recreation, sports camps and other related products or services, depend on the number and types of businesses operating or offering such events or products in the particular area. Your competitive advantage will be based on your adherence to the System and our other standards and specifications, your commitment to offering high quality sports programs and instruction, and your focus on customer service.

Specific Industry Laws

You must comply with all laws and regulations pertaining to the provision of youth sports leagues and instruction, including, without limitation, all government regulations relating to occupational hazards and health, consumer protection, trade regulations, use of public facilities (like parks and sports complexes), educational standards, public safety, and certain health, sanitation, food, safety, state and local concussion protocols and player safety regulations, and fire standards. Your My City Allstars Franchise will also be subject to laws or regulations that are not specific to the youth sports industry, but applicable to businesses in general, including zoning laws, labor laws and the Fair Labor Standards Act, workers’ compensation laws, business licensing laws, tax regulations, the Americans with Disabilities Act, and the federal Child Online Privacy Protection Act (COPPA), which will regulate the manner in which you and we gather information relating to Youth Customers.

You must also comply with all child safety laws and regulations. In addition, you are required to authorize us, at any time, to conduct a criminal background check on you, and each of your Camp Personnel and employees will be required to undergo criminal background checks as well. You are advised to examine all applicable laws and regulations carefully with a qualified advisor before purchasing a franchise from us.

ITEM 2- **BUSINESS EXPERIENCE**

Tamar Hill, Founder and CEO

Tamar Hill is the Founder and CEO of Allstars Camp since May 2022. Ms. Hill has served as the Founder and CEO of our Allstars CA affiliate since October 2011. Ms. Hill serves in her current capacity in Winter Garden, Florida.

[My City Allstars](#)
~~Camp Corporation~~



Paul Coulam, President

Paul Coulam has served as the President of Allstars Camp Corporation since January 2023. Mr. Coulam served as the Vice President of Human Resources for Surf Air in Los Angeles California from September 2012 until May 2020.

ITEM 3₂ **LITIGATION**

No litigation is required to be disclosed in this Item.

ITEM 4₂ **BANKRUPTCY**

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

ITEM 5₂ **INITIAL** **FEES**

ITEM 5₂ **INITIAL FEES**

Initial Franchise Fee

The “Initial Franchise Fee” for a My City Allstars Franchise is \$55,000 which is payable to us in a lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is fully earned upon payment and is nonrefundable under any circumstances. The Initial Franchise Fee includes the cost for us to train up to two persons at our headquarters in Florida or a designated training facility, technology license, website customization, software configuration, and set-up and installation.

The Franchise Fee is uniformly imposed on our franchisees. We also participate and support the International Franchise Association’s VetFran program which provides special financial incentives to U.S. Armed Forces veterans. We also provide special financial incentives for current or retired educators. If you are a veteran of the U.S. Armed Forces or a retired or active educator with a minimum of three years of teaching experience, we will discount 10% (\$5,500) off the \$55,000 Franchise Fee.

Territory Expansion Fees

During the term of your Franchise Agreement, we may approve the purchase of additional territory up to a maximum of 79,999 children by paying the then-current Territory Expansion Fee for the additional territory and signing an Addendum to the Franchise Agreement. Currently, the Territory Expansion Fee for additional territory is ~~\$5,000 for each additional 5,000 children in population for the ages of 18 and under~~ \$1.50 per child. The minimum population that can be purchased is 5,000 children. A zip code with fewer children must be bundled with other zip codes bringing the total number of children to or above 5,000, or the zip code may not be purchased. ~~If a franchisee wishes to purchase a zip code with more than 5,000 children, then the purchase price will equate to \$1.50 per child (for example, an area with 5,500 children would have a purchase price amounting to~~ Territory under the Expansion Fee is determined using the same method as the initial territory.



~~\$8,250).~~

Refunds, Different Fees and Financing

Except as described above, the fees described in this Item 5 are non-refundable, uniform for all franchisees, and must be paid in a lump sum. Training fees for additional attendees or additional days of training must be paid to us upon our invoice to you

The Initial Franchise Fee and Territory Expansion Fee are fully earned by us when paid and are not refundable under any circumstances. We may reduce, finance, defer or waive the Initial Franchise Fee if



and when we determine it is warranted by a unique or compelling situation. We do not provide financing for the Initial Franchise Fee.

ITEM 6-
OTHER FEES

Name of Fee ¹	Amount	Due Date	Remarks
Royalty Fee	7% of Gross Revenue per month or a minimum of \$10,000 per year, whichever is greater.	Payments are to be made the 1 st of each month for the previous month's collections. If the total amount in royalty fees does not exceed \$10,000 as of August 31, per calendar year, the difference must be reconciled by September 15.	"Gross Revenue" means all revenues derived from operating your My City Allstars Franchise, including all amounts from: the sale, distribution, rendering, performing, or providing the Products or the Services and any other products, services, or activities whatsoever including any that are in any way associated with the System, Marks, or Copyrights; or the use, lease, barter or sale of any Products or Services, and whether from cash, check, barter, credit or debit card, or credit transactions, including the redemption value of gift certificates redeemed by you regardless of whether those gift certificates are issued by you or someone else
National Brand Fund Contribution	1% of Gross Revenue or a minimum of \$3,000 annually whichever is greater.	Minimum does not take effect until 60 days from the last date of Initial Training; deducted daily via an electronic fund transfer ("EFT"), but we can change the payment interval and/or manner of payment as we designate.	Used by the National Brand Fund. Paid by you to us in the same manner as the Royalty Fee.
Local Advertising	\$5,000 Annually	As incurred	Payable to your local advertising suppliers. See Item 11.
Additional Training or Periodic Training	\$1,000- \$2,000 per person	If incurred.	If we provide or require Additional or Periodic Training, additional travel and living expenses, and outside Territory training fees may apply.



Transfer Fee	50% of our then-current- Franchise Fee <u>current franchise fee for transfers that do not incur brokerage commissions, finder fees and similar charges.</u> <u>100% of our then current franchise fee for transfers that incur brokerage commissions, finder fees and similar charges</u>	Due prior to closing in connection with the assignment/transfer of the franchise at issue.	We will not charge a transfer fee if you transfer your Franchised Business to an existing co- owner, spouse, or direct descendant.
Renewal Fee	\$10,000, plus expenses we incur in conjunction with the grant of a renewal.	Upon signing a successor Franchise Agreement.	You have the right to renew the Franchise Agreement for 1 additional 10-year term, subject to meeting certain criteria.
Audit	Cost of inspection or audit plus travel.	10 days after billing.	Payable only if you fail to furnish reports, supporting records or other required information, or if the audit reveals an understatement. You must also pay any understated amount plus interest.
Interest	Lesser of 18% per year or highest contract rate of interest allowed by law, whichever is less.	10 days after billing.	Payable on all overdue amounts. Interest accrues from the original due date until paid in full.
Late Payment Penalties	5% of the late amount.	Due on payment of late amount.	Payable on all late payments including interest.
Insufficient Fund Fee	\$25.	As incurred.	This fee applies to check/EFT return for insufficient funds.
Costs and Attorneys' Fees	Will vary under circumstances.	As incurred.	Payable upon your failure to comply with the Franchise Agreement.
Indemnification	Will vary under circumstances.	As incurred.	You must reimburse us if we are held liable for claims arising from your My City Allstars Business operations.
Annual Conference Registration	Our then-current fee, which is currently \$600 per person per Franchise Agreement (whether or not you attend).	90 days prior to conference.	Paid via Electronic Funds Transfer. You are responsible for all travel, food, and lodging expenses that you and eligible staff incur in attending the regional or national convention. ⁶



Liquidated Damages	Will vary under circumstances.	If incurred.	If we terminate your Franchise Agreement for cause, you agree to pay us within 15 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is less..
Technology Fee	Currently \$250 per month. We may increase the Technology Fee upon 30 days' written notice	As incurred.	You must use the providers and the services we designate in order to maintain uniformity across the My City Allstars franchise. Each of these technology services is vital to manage and efficiently run your franchise.
Supplier Approval/Testing Costs	Our cost of approval.	When incurred.	If you request us to test an unapproved product, service or supplier, you must pay any out-of-pocket costs we incur in researching and approving the proposed product, service, or supplier, regardless of whether we subsequently approve the product or supplier. See Item 8 for more information.
Financial Records and Reports	Cost of preparing financial statements.	Annually.	
Step in Fee	Costs and expenses associated with managing the My City Allstars Franchise.	As incurred.	See Note 8.
Reimbursement of Costs Related to Non-Compliance	Our then-current cost to cover administrative expenses incurred by us as a result of your non-compliance – up to \$1,000 per incident.	As incurred.	See Note 9.
Territory Expansion Fee	Our then-current territory expansion fee, as described more fully in Item 5.	Upon execution of the Addendum to your FA.	See Note 11.



Reimbursement of Costs Related to Risk Management Investigations	Our then-current costs to investigate Risk Management incidents, which include but are not limited to, public relation costs and legal fees.	As incurred.	
--	--	--------------	--

1. Unless otherwise indicated, all fees are imposed by and payable to us. All fees are ~~non~~-non-refundable and are uniformly imposed on our franchisees. We may require you to pay any fees to us via electronic funds transfer or other means we designate.

2. We may, at our option, operate through the e-commerce methods we may designate. we may host some or all of the billing and invoicing for the Products and the Services you sell or provide through the My City Allstars Franchise. Any of the Products or the Services which we designate for sale or directly to the Customers must be reported to us as per our Systems Standards. Unless we give you prior written permission to the contrary, all Gross Revenues must be paid to you and be deposited directly with you in the manner we designate. At any time, we may choose, alter or amend the types of Gross Revenues that must be paid through the Billing System by designating this change in our System Standards.

3.

4.3. "Gross Revenue" means all revenues derived from operating your Franchised Business, including all amounts from: the sale, distribution, rendering, performing, or providing the Products or the Services and any other products, services, or activities whatsoever including any that are in any way associated with the System, Marks, or Copyrights; or the use, lease, barter or sale of any Products or Services, and whether from cash, check, barter, credit or debit card, or credit transactions, including the redemption value of gift certificates redeemed by you regardless of whether those gift certificates are issued by you or someone else; but excluding: (a) all federal, state or municipal sales, use or service taxes collected from Customers and paid to the appropriate taxing authority; (b) Customer refunds, adjustments, credits and allowances actually made by you, if approved by us; (c) complimentary products or sales actually provided to Customers or others, if approved by us; (d) the value of gift certificates and amounts paid for them, if approved by us; (e) the amount of over-rings, allowances, discounts to Customers, tips to employees (including discounts attributable to coupon sales, provided they have been included in Gross Revenues), if approved by us; and (f) isolated sales, non- inventory items or the bulk sales of the business itself. For purposes of calculating Royalty Fees, gross sales of Online Retail Products are excluded from Gross Revenues.

5.4. We currently require you to collect all types of Gross Revenue via a merchant account and gateway we designate or approve, and if we do so you must pay the Royalty Fee and National Brand Fund Contributions, due on them to us via Electronic Funds Transfer ("EFT"), on or before each payment day we designate (the "Payment Day"), if and as required by us. We reserve the right to change the interval of the Payment Day in the future. We reserve the right to require you to send us reports, at an interval we designate, of your Gross Revenues if we cannot independently access the Gross Revenues or any other financial/Customer information related to the operation of your Franchised Business through the Billing System, your Computer System, or otherwise.

We reserve the right to require Customers to pay us directly for the sale or distribution of the Products and Services. In that instance, we or our designee will: (i) invoice Customers for all Products and Services provided through your Franchised Business since the date invoices were last issued; (ii) remit to you your Gross Revenues that were actually collected during the immediately preceding month via EFT net of

(a) Royalty Fee, (b) National Brand Fund Contribution, (c) credit card processing fees, and (d) any other amounts due and owing to us for services rendered to you within the Territory during the immediately preceding month (currently, we intend to remit this amount on or about the 1st of each month).

6.5. Presently, the Royalty Fees due on Gross Revenues and National Brand Fund Contributions, must be paid to us via EFT in the manner we designate. We shall have the right to charge you an insufficient funds fee of \$25.00 per occurrence for insufficient EFT funds. Three (3) or more charges of



Formatted: Justified, Indent: Hanging: 0.01", Right: 0.52", Line spacing: Exactly 12 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.38" + Indent at: 0.33", Don't allow hanging punctuation, Tab stops:

Formatted: Justified, Indent: Hanging: 0.01", Right: 0.51", Space Before: 8 pt, Line spacing: Multiple 0.95 li, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.38" + Indent at: 0.33", Don't allow hanging punctuation, Tab stops:

Formatted: Justified, Indent: Left: 0.33", Hanging: 0.01", Right: 0.52", Space Before: 8 pt, Line spacing: Exactly 12 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: -0.38" + Indent at: 0.33", Don't allow hanging punctuation, Tab stops: 1.04", Left

insufficient funds within any twelve (12) month period will be a default under the Franchise Agreement.

~~7.6.~~ Attendance at the Annual Regional and/or National Convention is mandatory for you.



~~8.7.~~ You are required to obtain and maintain insurance as we designate in the Operations Manual or otherwise in writing. We reserve the right to modify our insurance requirements from time to time and notify you of such updates in writing. If you fail to maintain your insurance as required, we have the right to procure insurance on your behalf and require you to reimburse us for the amount spent to do so. With respect to player insurance, you will obtain an insurance policy from our designated insurance provider with whom we have negotiated a master policy. We will charge you for player insurance at the time of each unique player registration, and we will pay the insurance provider monthly on your behalf.

~~9.8.~~ If ~~we determine in our sole judgment that the operation of your business is in jeopardy, or if a~~ default occurs, then in order to prevent an interruption of the franchised business which would cause harm to the System and thereby lessen its value, you authorize us to operate your business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the franchised business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your business; or we determine that operational problems require that we operate your business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a growing concern.

~~10.9.~~ In the event you fail to comply with our purchasing or brand compliance requirements for the first time, we will provide you with a warning letter detailing your non-compliance. If you do not correct or cure this non-compliance within the time stated in the letter, then we have the right to issue you a default letter (in addition to all other rights set forth in the Franchise Agreement). In addition to correcting or curing the non-compliance or default within the time period described in the letter, you will also be required to reimburse us for the administrative costs incurred by us as a result of your non-compliance, up to \$1,000 per incident. Based on the severity of the violation, we reserve the right to issue you a default letter without providing you with a warning letter.

~~11.~~

10. The maximum interest rate in California is 10% annually.

Formatted: Justified,
Indent: Left: 0.08",
Hanging: 0.01", Right:
0.08", Space Before: 2.95
pt, Line spacing: Multiple
0.95 li, Outline numbered
+ Level: 2 + Numbering
Style: 1, 2, 3, ... + Start at: 1
+ Alignment: Left +
Aligned at: -0.38" +
Indent at: 0.33", Don't
allow hanging
punctuation, Tab stops:



ITEM 7.
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

<u>Item Type of Expenditure</u>	<u>Low Estimate</u>	<u>Amount High Estimate</u>	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ¹	<u>\$55,000</u>	\$55,000	Cash, check or electronic <u>electronic</u> funds transfer (lump sum payment)	Upon signing Franchise Agreement	Us
Rent (3 Months) ²	<u>\$12,000</u>	\$12,000 \$70,000	As agreed	As incurred	Landlord
Signage ³	<u>\$1,000</u>	\$1,000 \$2,000	As agreed	As incurred	Vendor
Equipment ⁴	<u>\$1,000</u>	\$1,000 \$10,000	As agreed	As incurred	Vendor
Technology/ POS System ⁵	<u>\$1,900</u>	\$1,900 \$3,000	As agreed	As incurred	Vendor
Legal & Accounting ⁶	<u>\$3,500</u>	\$3,500 \$6,000	As agreed	As incurred	Attorney, Accountant
Opening Inventory and Supplies ⁷	<u>\$1,000</u>	\$1,000 \$5,000	As agreed	As incurred	Various suppliers
Grand Opening Advertising ⁸	<u>\$2,500</u>	\$2,500 \$5,000	As agreed	As incurred	Vendor
Training Expenses ⁹	<u>\$3,000</u>	\$3,000	As agreed	As incurred	Us, Designated and Approved Suppliers
Insurance ¹⁰	<u>\$2,000</u>	\$2,000 \$11,000	As agreed	As incurred	Insurance company
Permits and Licenses ¹¹	<u>\$1,500</u>	\$1,500 \$5,000	As agreed	As incurred	Licensing and permit authorities
Additional Funds (3 months) ¹²	<u>\$30,000</u>	\$30,000 \$90,000	As agreed	As incurred	Suppliers and Third Parties
Total¹³	<u>\$114,500</u>	\$114,500 \$265,000			

Explanatory Notes

My City Allstars
~~Camp Corporation~~



1. *Initial Franchise Fee*- The initial Franchise Fee is \$55,000 for a single-unit Franchise Agreement
2. *Rent* - This cost will vary greatly depending on the location you host your Franchised Business.
This estimate does not include a security deposit

Formatted: Indent:
Hanging: 0.01", Outline
numbered + Level: 3 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.21" +
Indent at: 0.72", Don't
allow hanging
punctuation, Tab stops:



3. *Signage*- The Signage estimate is based on the welcome and group signs that will be required for you Franchised Business. These signs must be purchased from our approved vendor.

4. *Equipment*- You will likely need to purchase the equipment necessary to host the Authorized Sports that your Franchised Business will offer. These costs can vary greatly.

5. *Technology/ POS System* - You will be required to purchase different hardware and software services to efficiently run your Allstars Camp. This technology includes ActivityHero, WePay, Procure, and Quickbooks Accounting, Payroll, Gopayment and cellular phone service. All of these services should be purchased prior to your opening of your Franchised Business.

6. *Legal/ Accounting*- You should consult with an attorney, accountant and/or other business advisors regarding the operation of your Franchised Business. This item includes an estimate of the cost to incorporate as an entity and an initial consultation with an accountant

7. *Opening Inventory and Supplies* - Prior to the opening of your Franchised Business you will need to purchase T-shirts, wristbands and other items that you are going to sell at the Camp Store.

8. *Grand Opening Advertising*- The low amount of \$2,500 is the minimum required amount you need to spend on your grand opening advertising to promote your franchised business. The high amount of \$5,000 includes additional recommended marketing efforts.

9. *Training Expenses*- You must pay for all travel, living expenses and compensation incurred to train and develop at our camp. We also offer additional training via telecommunications.

10. *Insurance*- Insurance must be obtained to meet the minimum requirements established by the System Standards. The number of campers will influence the price you can expect to pay for coverage. If you fail to obtain the required insurance, our System Standards provide that we may purchase insurance on your behalf and charge you for doing so. See Item 8 for more details.

11. *Permits and License*- These costs include the expenses that you will likely encounter in the formation of a business entity and obtaining other licenses that may be required for the lawful operation of your Franchised Business.

12. *Additional Funds (3 months)* - This item estimates the additional operating capital that you may need during the initial period (first three months) of operation of your Franchised Business (other than the items identified separately in the table). These expenses include payroll costs. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs depend on how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; local rental rates and the local real estate market; the local market for your products and services; the prevailing wage rate; the competition; and the sales level reached during the initial period of operation of your Franchised Business. We relied on the business experience of our Company-Owned Outlet in compiling this estimate

~~13.~~

~~14.~~ *Total*. We relied on our experience and our owners to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. You may be able to obtain financing for some or all of the costs described above from a third party, but we do not offer financing

13. in connection with your Franchised Business. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you may request a loan. See Item 10 for more info on financing.

Formatted: Justified,
Indent: Left: 0.08",
Hanging: 0.01", Right:
0.09", Space Before: 3.05
pt, Line spacing: Multiple
1.08 li, Outline numbered
+ Level: 3 + Numbering
Style: 1, 2, 3, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.21" + Indent
at: 0.72", Don't allow
hanging punctuation, Tab
stops: 0.58", Left

Formatted: Justified,
Indent: Left: 0.07",
Hanging: 0.01", Right:
0.09", Space Before: 8.7
pt, Outline numbered +
Level: 3 + Numbering
Style: 1, 2, 3, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.21" + Indent
at: 0.72", Don't allow
hanging punctuation, Tab
stops: 0.58", Left

Formatted: Justified,
Indent: Left: 0.07",
Hanging: 0.01", Right:
0.08", Space Before: 8.1
pt, Line spacing: Multiple
1.08 li, Outline numbered
+ Level: 3 + Numbering
Style: 1, 2, 3, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.21" + Indent
at: 0.72", Don't allow
hanging punctuation, Tab
stops: 0.79", Left



ITEM 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate and develop your Franchised Business in strict conformance with our methods, standards, and specifications. Our methods, standards, and specifications are prescribed in our confidential “Operations Manual” and various other confidential manuals and writings prepared by us for your use in operating a Franchised Business (collectively the “Manuals”). We may periodically change our standards and specifications at our sole discretion.

Approved Products, Services, and Suppliers

In order to maintain the quality of the goods and services provided by My City Allstars Franchises and the reputation of our System, we require you to develop and operate Events and to offer and sell Products and Services in accordance with our specifications. Under the Franchise Agreement, you must purchase or lease and use only the services, equipment and supplies that we may specify or approve. We provide you with advice and assistance in connection with most aspects of establishing your My City Allstars Franchise and the Events.

In addition, you must purchase certain products and services from suppliers approved by us (“**Approved Suppliers**”). We issue standards/criteria for these Approved Suppliers which are available to you in the Manuals. You must also purchase or lease business materials or services, and other goods, services, supplies, fixtures, equipment, or inventory relating to the establishment or operation of a My City Allstars Franchise as per our Manual.

We are not currently an approved supplier for any item. However, you may be required to order through us certain apparel and other business materials as we may specify from time to time. We may derive revenue from your required purchases ordered through us. All items that you must purchase for your business, such as apparel (~~+~~ t-shirts, polo shirts, jerseys, uniforms, shorts, etc.), venue canopy, balls, athletic equipment & supplies, awards, certificates, banners, stationery, and all promotional and collateral material (brochures, registration forms, direct mail, posters, flyers, road signage, and other marketing pieces), criminal background checks for youth coaches and employees, insurance, supplies, bookkeeping and other financial services, employee benefit plans, and other services, assets, products or materials we designate, must be purchased from suppliers that we approve or according to our specifications. No franchisor officer owns an interest in any supplier.

We reserve the right to formulate and modify our standards and specifications for operating a My City Allstars Franchise. Our standards and specifications are described in the Franchise Agreement, the Operations Manual, and other written documents. We have the right under the Franchise Agreement to change the standards and specifications applicable to your operation of a My City Allstars Franchise, including standards and specifications for approved services and products, and related issues by written notice to you or through changes in the Operations Manual. You may incur an increased cost to comply with these changes at your own expense. We will notify you of any change to our standards and specifications by way of written amendments to the Operations Manual or otherwise in writing.

We estimate that the costs of your purchases from designated or approved sources, or according to our standards and specifications, will range from 15% to 30% of the total cost to establish a My City Allstars Franchise and approximately 15% to 30% of the cost to operate a My City Allstars Franchise after that time.

Change of Suppliers, Products or Services

If you wish to purchase any items that do not comply with our specifications or are to be purchased from a supplier that has not yet been approved by us, you can make a written request to us. Based on



information obtained by inspection, testing of samples, and other factors, we will determine whether the proposed



liability insurance, including non-owned auto insurance, with a minimum policy limit of \$500,000 combined single limit with



a \$2,000,000 excess policy or any amount we may reasonably specify; (4) any legally required insurance (such as workers' compensation insurance and stop gap insurance if required); (5) liability and risk management coverage related to participation in a My City Allstars program and use of related equipment, gear, and facilities with a policy limit of \$2,000,000 per occurrence or any amount we may reasonably specify; (6) professional negligence, errors and omissions, media liability, and employer's liability with a policy limit of \$2,000,000 per occurrence or such amount we may reasonably specify; (7) sexual harassment coverage and other reasonable coverage to protect against claims against coaches, directors, franchisees and others with a policy limit of \$2,000,000 per occurrence or any amount we may reasonably specify; (8) comprehensive casualty, fire and theft coverage in an amount sufficient to replace the Franchised Business; and any other insurance we may reasonably require. The cost of these policies will vary depending on the insurance carrier charges, terms of payment and your history.

Our standards and specifications for insurance coverage are intended as "minimum" standards. Therefore, you should review your insurance coverage and policies with your insurance agent/broker to determine if additional coverage is necessary, appropriate, or desired by you. If you fail to obtain the required insurance coverage, our System Standards currently provide that we may purchase it for you and charge you for doing so. We may change these insurance requirements, upon reasonable notice to you, to conform to reasonable business practices. Each insurance policy that is required under the Franchise Agreement must contain a provision that the policy cannot be cancelled, amended, renewed, or expired without at least 30 days prior written notice to us. Upon our request, you must submit a certification of insurance to us which demonstrates compliance with such insurance requirements.

ITEM 9. **FRANCHISEE'S OBLIGATIONS**

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Franchise Agreement	Item in Disclosure Document
(a) Site selection and acquisition/lease	Section 2.2	Items 7, 11 and 12
(b) Pre-opening purchases/leases	Sections 5, 7, 9, 11.8	Items 5, 6, 7, 8, 11 and 16
(c) Site development and other pre-opening requirements	Sections 6, 7, 8.3, 8.4, and 9	Items 6, 7 and 11
(d) Initial and ongoing training	Sections 5, 6.1, 6.4, and 8.2	Item 11
(e) Opening	Section 11.11	Item 11
(f) Fees	Sections 2.4, 4, 5.3, 5.4, 9.1, 9.11, 12.2, 12.3, 12.4-,	Items 5, 6 and 7
(g) Compliance with standards and policies/Operating Manual	Sections 8, 11, and 16	Items 8, 11, and 16
(h) Trademarks and proprietary information	Sections 9.1 to 9.6, and 10	Items 13 and 14



ITEM 10.
FINANCING

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

A. Pre-Opening Obligations

Before you open your Franchised Business, we will:

1. We will designate your territory. (Franchise Agreement – Section 3)
2. Provide you with the Initial Training as well as other pre-opening instruction/training, to you and one other person. The Initial Training will include marketing, sales, financial, technology, operations and program launch training. Please see Subsection C of this Item for additional information. (Franchise Agreement – Sections 5.1 and 5.2)
3. Grant, you access to our Manual or other publications via our intranet portal or other digital format in which we designate our System Standards. (Franchise Agreement – Section 8.1). The table of contents of our Manual is specified in Exhibit “D.” Our Manual includes approximately 133 pages.
4. We will advise you as to local marketing and networking efforts. We will provide you with templates for services agreements for use in your Franchised Business, which you must adapt to comply with applicable laws and regulations. We must approve any modified forms of such agreements or waivers.

B. Site Selection and Time to Open

We expect that you will operate the administrative portion of your franchise from your home, and the actual camp from a local college or high school with adequate facilities (at least one gymnasium, a pool, dance room, open field, tennis courts, basketball courts, wrestling room, etc.). You must locate the offices of your My City Allstars Franchise within your territory. Before opening your Franchise, you must secure a venue in which to operate the camp that we approve in writing.

We estimate that it will take approximately 120 to 150 days from signing the Franchise Agreement for you to open your My City Allstars Franchise. However, you may accept registrations immediately upon successful completion of the Initial Training. The actual length of this period will depend upon factors including, venue procurement, your purchase of the Computer System, obtaining phone service, insurance, and merchant account services, hiring of staff, delays in securing financing arrangements and completing training and your compliance with local laws and regulations. Under the Franchise Agreement, you must open your My City Allstars Franchise no later than 6 months after signing the Franchise Agreement. If the My City Allstars Franchise is not open within 6 months, we may, at our sole discretion, elect to terminate your Franchise Agreement. (Franchise Agreement – Sections 11.11 and 19.2)

Training

After signing your Franchise Agreement and before opening your camp, you or (if you are an approved entity) your Operating Principal, and your Key Manager must enroll in and complete all training

[My City Allstars](#)
~~Camp Corporation~~



programs and classes which we require for the operation of a camp. There is no specific schedule for our training programs, which are held on an as-needed basis depending on the number of new franchisees entering the System, other individuals requiring training and similar factors. The materials we use in our training



~~classes which we require for the operation of a camp~~ program include our Operations Manual and any other materials that we believe will be beneficial to the trainees. We reserve the right to modify our training programs based on the individual needs and/or experience of a particular trainee. These training programs and classes will be furnished at such times and places as we designate. All training programs and classes must be completed to our satisfaction. You will be responsible for the travel, lodging, and living expenses and other costs (including employee salary and wages) incurred during these training programs and classes.

We offer initial training at (“Initial Training”) for up to ~~two~~ three people per franchise, who ordinarily should be you ~~and~~ your Operating Principal, ~~or~~ and your Key Manager. Your other managers or personnel may attend training classes and you are responsible for their travel, lodging and living expenses.

We expect that the initial training classes will take approximately 3-5 days and will be instructed virtually. However, we may provide portions of the initial training program at our facility or other locations we designate, if needed. The materials used in our training program will include the Operating Manual, power point presentations, online videos and documents, and in-person or virtual live training presentations. If we currently have, or appoint in the future, an Area Representative in the area in which your Franchised Business is located, the Area Representative may provide some or all of our Initial Training program to you. The initial training will be conducted by Tamar Hill who has over 20 years of experience in sports education and business management.

INITIAL TRAINING PROGRAM

Subject <u>SUBJECT</u>	Virtual/Classroom Training <u>HOURS OF CLASSROOM TRAINING</u>	On-The-Job-Training at Franchisee's Location <u>HOURS OF ON THE JOB TRAINING</u>	<u>LOCATION</u>
Establishing the Business Legal Compliance Basics of the Model Our Relationship Goals and Targets	1 hour	<u>0</u>	<u>Online or at Our headquarters or other location we designate</u>
The Business and Background History of Industry Company Culture Business Model Financial Model	1 hour	<u>0</u>	<u>Online or at Our headquarters or other location we designate</u>
Equipment and Systems Equipment Vendors Technology Maintenance	6 hours	<u>0</u>	<u>Online or at Our headquarters or other location we designate</u>
Marketing and Sales Promoting the Franchise Closing Franchise Sales Managing Relationships	4 hours	<u>0</u>	<u>Online or at Our headquarters or other location we designate</u>



Operations and Management Overseeing Franchise Operations Supporting New Franchisees	4 hours	4 hours (If Needed)	Online or at Our headquarters or other location we designate
Execution and Implementation		4 hours	4 hours (If Needed)
TOTALS:	20 Hours 16	4 Hours 4	



Additional Training

If you wish to receive Additional Training, you must pay to us our then-current fee, which is presently between \$1,000- \$2,000 per person. You must pay all expenses incurred by the trainer in connection with providing this Additional Training, including but not limited to travel, lodging, meals, and local transportation. Also, you are solely responsible for all expenses that you personally incur related to your and any of your employee's participation in such training, including but not limited to travel, lodging, meals, and local transportation, and your wages of your employees. (Franchise Agreement – Section 5.3). Note that Additional Training is subject to trainer availability and is available on a first come, first serve basis.

You, your Key Manager and/or previously trained and experienced managers must attend our training sessions that are held upon availability. Your initial training and your follow up training sessions will be held virtually, unless site visit is required.

Annual Conference

We may, in our discretion, hold an Annual Conference at a location to be selected by us. We shall determine the topics and agenda for the conference to serve the purpose among other things, of updating Franchisees on new developments affecting Franchisees, exchanging information between Franchisees and our personnel regarding Franchised Business operations and programs, and recognizing Franchisees for their achievements. We require you to attend the Annual Conference and to pay our then-current registration fee, which is currently \$600 per person, whether or not you attend. All expenses, including your and your employees' transportation to and from the Annual Conference, and lodging, meals, and salaries during the Annual Conference, are your sole responsibility. We may use contributions from the National Brand Fund for purposes related to the Annual Conference, including costs related to productions, programs, and materials. (Franchise Agreement – Section 5.4)

+

C. Post-Opening Obligations

During your operation of the Franchised Business, we will:

~~2.~~1. Provide, to the extent we may periodically designate, administrative, customer account coordination, and commission payment services, and Product or Service ordering, billing and distribution systems as we designate from time to time in our Manuals or intranet, through the Billing System. (Franchise Agreement – Section 4.15)

~~3.~~2. Provide additional periodic or refresher training and assistance as we deem necessary. (Franchise Agreement – Section 5.3 and 5.4)

~~4.~~3. Continue to provide you with access to our Manual (which may include audio, video, computer software and written materials) that we generally furnish to Franchisees for use in operating Allstar Franchises, including any updates or modifications to our Manual. (Franchise Agreement – Section 8.1)

~~5.~~4. Issue, modify and supplement System Standards for Franchised Business, as we deem appropriate in our discretion. (Franchise Agreement – Section 8.1)

~~6.~~5. Provide you with guidance and assistance with respect to the System Standards, as we deem appropriate. (Franchise Agreement – Section 8.1 and 8.2)

~~7.~~6. Provide you with assistance in establishing prices for the Products and Services offered through your Franchised Business, as we deem appropriate in our discretion. (Franchise Agreement – Section 8.5)

~~8.~~7. Provide limited Software support services as well as updates, patches, bug fixes,

Formatted: Body Text,
Space Before: 0.1 pt, No
bullets or numbering,
Don't allow hanging
punctuation



~~10.9.~~ 9. Maintain a National Brand Fund. (Franchise Agreement – Section 12.4)

~~D.~~ Advertising and

Marketing

D. National Brand Fund

We have established a national advertising fund (“National Brand Fund”) for the common benefit of System Franchisees. We require you to participate in and contribute 1% of your Gross Revenues, or a minimum of

\$3,000 annually whichever is greater, to the National Brand Fund in the manner we prescribe (Franchise Agreement– Section 4.7). We will direct all programs financed by the National Brand Fund, and may determine the creative concepts, materials and endorsements used and the geographic, market and media placement and allocation of the programs. The National Brand Fund may be used to pay the costs of preparing and producing video, audio and written advertising materials; administering regional and ~~multi-multi~~-regional advertising programs, including, without limitation, purchasing e-commerce rights, services, direct mail and other media advertising and employing advertising, promotion and marketing agencies; and supporting public relations, market research, establishing, developing, maintaining, servicing or hosting websites or other e-commerce programs and other advertising, promotion and marketing activities. The National Brand Fund may periodically furnish you with samples of advertising, marketing and promotional formats and materials at its cost. Multiple copies of these materials may be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges. (Franchise Agreement – Section 12.5)

The National Brand Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for the reasonable salaries, administrative costs, travel expenses and overhead that we may incur in activities related to the administration of the National Brand Fund and its programs, such as conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the National Brand Fund. We may spend on behalf of the National Brand Fund, in any fiscal year an amount greater or less than the aggregate contribution of all My City Allstars to the National Brand Fund in that year, and the National Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. Any sums paid to the National Brand Fund that are not spent in the year they are collected will be rolled over into the National Brand Fund for use in the following year. All interest earned on monies contributed to the National Brand Fund will be used to pay advertising costs before other assets of the National Brand Fund are used. We will prepare an annual statement of monies collected and costs incurred by the National Brand Fund and furnish the statement to you upon written request. There is no requirement that the National Brand Fund be audited. We will not use any monies from the National Brand Fund for the preparation of franchise sales solicitation materials. We have the right to cause the National Brand Fund to be incorporated or operated through a separate entity when it is appropriate to do so, and the successor entity will have all of the rights and duties described in the Franchise Agreement. (Franchise Agreement – Section 12.6)

The National Brand Fund will be intended to maximize recognition of the Marks and patronage of Franchised Business. Although we will try to use the National Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all Franchised Business, we cannot ensure that expenditures by the National Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the National Brand Fund by Franchised Business operating in that geographic area or that any Franchised Business will benefit directly or in proportion to its contribution to the National Brand Fund from the development of advertising and marketing materials or the placement of advertising. We have no other direct or indirect liability or obligation to you regarding the collection of amounts due to, or maintaining, directing or administering, the National Brand Fund. (Franchise Agreement – Section 12.7)

My City Allstars
~~Camp Corporation~~



Formatted: Heading 6,
Indent: First line: 0", Right:
4.3", Line spacing:
Double, Outline numbered
+ Level: 1 + Numbering
Style: A, B, C, ... + Start at:
1 + Alignment: Left +
Aligned at: -0.89" +
Indent at: 0.08", Don't
allow hanging
punctuation, Tab stops:

We expect that the Computer System and other software will need to be maintained and updated. We anticipate that annual software upgrades and maintenance will cost less than \$1,000 per year. This amount does not include amounts that a franchisee might choose to expend on annual hardware updates, upgrades or support, but we do not currently require that you: (i) upgrade/update the hardware used in connection with your Computer System on an annual basis; or (ii) enter into any annual support contracts with respect to such hardware. As such, we do not anticipate that you will incur any additional costs in connection with any optional or required maintenance/upgrades/updates with this hardware. Due to the changing nature of the computer and information technology industry, however, hardware and software upgrade costs in the future may vary significantly from our current expectations. We have not yet arranged for a mandatory software or hardware maintenance contract for the Computer System to be purchased by you, but may do so in the future. We require you to use a merchant account and gateway to facilitate payments to you made by credit cards or other electronic medium. We have designated an approved supplier for merchant account or gateway services. (Franchise Agreement – Section 9.1)

We may require you to provide us with independent access to the information and data compiled on the Computer System if that data is released to Franchised Businesses. Generally, we may access the Computer System to obtain gross and net sales information, product mix, labor reports and customer counts. There are no limitations on our right to do so. We reserve the right at any time to modify our specifications for or components of your Computer System and you must comply with our modifications at your own expense. There are no contractual limitations on our right to make these modifications or the cost of these modifications. (Franchise Agreement – Section 9.1)

Apart from the Computer System, we require that you obtain a mobile smart phone (the “Smart Phone”) and maintain a contract with a service provider (e.g., Verizon, AT&T) for that smart phone over the term of your Franchise Agreement, all of which meet our System Standards and specifications. (Franchise Agreement – Section 9.1). Currently, our minimum System Standards for the Smart Phone are as follows:

- [\(i\) Internet Browser](#), [\(ii\) Gmail App](#) (and/or email access to My City Allstars Gmail account), [\(iii\) Google Calendar](#) (and/or calendar access to My City Allstars Google calendar account), [\(iv\) SMS Texting function](#),
 - [\(v\) Cellular Telephone function](#), [and \(vi\) Access to 4G or 5G LTE Network](#).
- ~~Access to 4G or 5G LTE Network~~

Formatted: Body Text, Justified, Indent: Left: 0.08", Right: 0.09", Space Before: 0.05 pt, No bullets or numbering, Don't allow hanging

Websites

Except as approved in advance in writing by us, you may not establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with your Franchised Business on any social media site (such as Facebook, Twitter, LinkedIn, Pinterest, Instagram, TikTok, Snapchat, Google My Business, Yelp, YouTube or any other networking site). Any such Internet website or presence is considered “advertising” and must be approved by us prior to use, as described in this Item. If we do permit you to establish one or more of the above presences on the Internet, you must: (i) establish and operate your World Wide Web or Internet site in accordance with System Standards and any other policies we designate in the Manuals or otherwise in writing from time to time; (ii) utilize any templates that we provide to you to create and/or modify such site(s); and (iii) remove any content that is posted or otherwise displayed (whether by you or a third party) on such website, social media page or other Internet presence that does not comply with our System Standards or then-current policies within two (2) days of the date you receive our removal request in writing. (Franchise Agreement – Section 9.11).



We have the right to establish and maintain a website, that may, without limitation, promote the Proprietary Marks and/or the System (the “Website”), including the contact information of your Franchised Business. We have sole control over all aspects of the Website, including without limitation its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We also have the right to discontinue operation of the Website at any time without notice to you. We have the right to modify our policies regarding your use of social media and Internet websites in connection with your Franchised Business as we deem necessary or appropriate in the best interest of the System. We are the sole registrant of the Internet domain name www.mycityallstars.com as well as any other Internet domain names that we or our affiliates register in the future. You must not register any Internet domain name that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words. (Franchise Agreement – Section 9.11).

You may not accept any payments or funds from any customer of your franchised business, or otherwise engage in any e-commerce in connection with your franchised business, through any website/channel other than the specific website/channels that we specify or approve in writing. You must participate in any ~~e-~~commerce channels we designate, including our Billing System. (Franchise Agreement – Section 9.11)

ITEM 12- **TERRITORY** **Y**

The franchise is granted for a geographic area that first must be approved by us (the “Territory”). You must locate your office for your Franchised Business in your Territory, unless otherwise approved by us. If your home is located outside of your Territory, we may permit you to operate your home office from a location outside of your territory, provided that you do not market your Franchised Business, solicit Customers, or hold Events outside of your Territory. Likewise, other home-based Franchisees may have their home offices located in your Territory, but we will prohibit them from marketing a Franchised Business, holding Events, or soliciting Customers within your Territory. You may not relocate your Franchised Business without our written consent, which we will not unreasonably withhold provided that the new location meets our then-current criteria for the site of a franchised business.

You will be granted a Territory wherein you must operate your Franchised Business. Generally, each territory is determined by the number of total enrolled students in a school district population, as determined using the latest statistics and data available or other criteria we choose. A single territory must be a contiguous geographic area. We may modify the description of your territory to maintain the original delineation of your territory, as we deem appropriate in our discretion.

You are granted a protected Territory to operate a Franchised Business for the type of Customers we designate and for the types of Authorized Sports within the protected Territory, based on ~~a~~ an initial Territory of ~~up to~~ 25,000 children (ages 18 and under), with a maximum of 79,999 children purchased through the Territory Expansion fee as described below. Generally, each Territory is determined by the number of children (ages 18 and under) in population, as provided by the US Census Bureau and by metropolitan or statistical boundaries, street boundaries, zip codes or housing subdivisions or other criteria we choose. If you fail or refuse to offer an Authorized Sport at any time in your Territory, then we, or a third party we designate (including another Franchisees) may offer such sport in your Territory, and you will not be entitled to any compensation in connection with this.

Except as provided in this Item, neither we nor our affiliates will open or operate, or grant any third party the right to open or operate, a Franchised Business in your territory during the term of your Franchise Agreement, provided you comply with the terms and conditions of your agreement.



You are prohibited from marketing your Franchised Business, soliciting Customers, or holding Events outside of your Territory, except in the event a person from outside your Territory elects to become a Customer of yours by participating in Events within your Territory (in which case you may employ Customer-specific direct marketing communication with such Customer(s)). Any Customers residing or otherwise located within your Territory may elect to participate in any Authorized Sports or Events at any location, whether inside or outside of your Territory.

Our grant of the Franchised Business does not include any option or promise to allow you to purchase any additional franchises, authorization for new types of Customers, additional sports or to expand your Territory contiguously, or elsewhere. We operate the www.mycityallstars.com website and may operate other websites we designate. We sell similar Products and Services through these websites to Customers located anywhere.

Territory Expansion Fee

During the term of your Franchise Agreement, we may approve the purchase of additional territory up to a maximum of 79,999 children by paying the then-current Territory Expansion Fee for the additional territory and signing an Addendum to the Franchise Agreement. Currently, the Territory Expansion Fee for additional territory is ~~\$5,000 for each additional 5,000 children in population for the ages of 18 and under~~ \$1.50 per child. The minimum population that can be purchased is 5,000 children. A zip code with fewer children must be bundled with other zip codes bringing the total number of children to or above 5,000, or the zip code may not be purchased. ~~If a franchisee wishes to purchase a zip code with more than 5,000 children, then the purchase price will equate to \$1.50 per child (for example, an area with 5,500 children would have a purchase price amounting to \$8,250).~~

Performance Standards

Your rights within your Territory will not be modified by a subsequent change in population, however, you must meet the “**Performance Standards**” we designate for minimum performance, sales, distribution and performance as a provision of the Products or Services in order to maintain your exclusive operating rights in your Territory. Performance Standards are specified in the Franchise Agreement ~~and may be changed at our sole discretion~~. Beginning one (1) year from signing the Franchise Agreement, we expect you to have generated a minimum gross revenue of \$144,000 per year and we expect that you will continue to generate this minimum revenue after each summer camp season. We also require you to run each camp for a minimum of four (4) weeks, with an average of 120 enrolled campers and charge a minimum fee of \$300 per week per camper.

If you do not meet the minimum Performance Standard, we may require that you attend our then-current remedial training. If you refuse to attend this remedial training, or if you do not improve your performance we may either: (i) terminate your exclusive rights to the Territory and sell the Products and the Services directly or through others; (ii) reduce the scope of the geographic area comprising the Territory in which you will have exclusive marketing rights; (iii) reduce the number of authorized Customers; or (iv) terminate the Franchise Agreement.

Reservation of Rights

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. We and our affiliates reserve the right to: (i) own and operate Franchised Business, or license third parties the right to own and operate Franchised Business, utilizing the Marks and System at any location outside of your Territory; (ii) own and operate, and license third parties the right to own and operate, Franchised Business that offer sports other than the Authorized Sports at any location inside or outside of your Territory; (iii) own and operate businesses, or license third parties the right to own and operate businesses, under marks that are different than the Marks at any location inside or outside of your



Territory; (iv) send out marketing materials, and otherwise promote the My City Allstars brand, Marks and System at any location, inside or outside of your Territory, utilizing the Marks (including sending emails and other materials to Customers with links to our Website; (v) utilize the Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including products and services authorized for Franchised Business and related merchandise under the Marks or other



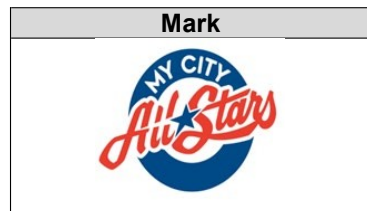
ITEM 13-
TRADEMARKS

We grant you the right to operate a Franchised Business under the “My City Allstars” mark, and other trademarks, service marks, associated designs, artwork, and logos that we specify from time to time. We may require you to use the Marks in conjunction with other words or symbols or in an abbreviated form. We have applied for registration of the following Marks with the Principal Register of the United States Patent and Trademark Office (“USPTO”) and we will file all required affidavits with respect to each of the Marks:

Mark	Application Serial No.	Filing Date
My City Allstars	97,511,321	07/20/22

At this time, we do not have a registration for this trademark. Therefore, this trademark does not have many of the legal benefits and rights as a federally registered trademark. If your right to use this trademark is challenged, you may have to change to an alternative trademark which will increase your expenses.

We also utilize and license you the right to use the following Mark and intend to apply for registration of this Mark on the Principal register of the USPTO:



This logo will be the primary mark used to identify your Franchised Business. At this time, we do not have a registration for this trademark. Therefore, this trademark does not have many of the legal benefits and rights as a federally registered trademark. If your right to use this trademark is challenged, you may have to change to an alternative trademark which will increase your expenses.

There are no currently effective determinations of the USPTO, Trademark Trial and Appeal Board, the Trademark Administrator of any state, or any court; nor is there any pending infringement, opposition or cancellation proceedings, or material litigation, involving any of the Marks. We do not know of any superior prior rights or infringing uses that could materially affect your use of any of the Marks. There are no currently effective agreements that significantly limit our rights to use or license the use of the Marks listed above in a manner material to the franchise.

You may also use certain other Marks owned by or licensed to us in the operation of your Franchised Business. You must use the Marks only in strict accordance with the Franchise Agreement and Operations Manual. You may not use any Mark (i) as part of any corporate or legal business name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (iii) in selling any unauthorized services or products, (iv) as part of any domain name, electronic address, metatag, social media account, or otherwise in connection with any website or other electronic medium without our consent, or (v) in any other manner we have not expressly authorized in writing. You must display the Marks in a manner that we specify on signage at the Franchised Business and on all written materials, forms, advertising, promotional materials, supplies, employee uniforms, business cards, receipts, letterhead, contracts, stationary, and other materials we designate. Upon receipt of notice from us, you must discontinue, alter or substitute any of the Marks as we direct.



You must display in a conspicuous location in or upon the Franchised Business, or in a manner that we specify, a sign containing the following notice (or an alternative notice that we specify): "This business is owned and operated independently by [name of franchisee] who is an authorized licensed user of the trademark "My City Allstars", which is a trademark owned by All Stars Camp Corporation." You must include this notice or other similar language that we specify on all forms, advertising, promotional materials, business cards, receipts, letterhead, contracts, stationary, and other written materials we designate.

You must promptly notify us if any other person or Entity attempts to use any of the Marks or any colorable imitation of any of the Marks. You must immediately notify us of any infringement of or challenge to your use of any of the Marks. We will have the right to take any action that we deem appropriate, but the Franchise Agreement does not require us to take any action to protect your right to use any of the Marks or to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the Marks. We will have the right to control any administrative proceeding or litigation related to the Marks. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any such action. You agree to execute all documents and, render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Marks.

If we decide that you should modify or discontinue using any of the Marks or use one or more additional or substitute service marks or trademarks, you must comply with our directions in the time that we reasonably specify, and neither we nor any of its affiliates will have any obligation to reimburse you for the cost of complying with our directions.

ITEM 14. **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We do not own any registered patents which are material to the franchise. We do claim copyright protection for many aspects of the System, including, without limitation, the Operations Manual and other manuals, advertising and promotional materials, training materials and programs, videos, proprietary computer software and applications, architectural plans and designs, web sites and web pages, and all other written material we develop to assist you in development and operation, although these materials have not been registered with the United States Registrar of Copyrights.

There are no currently effective determinations of the United States Copyright Office, the USPTO or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of our copyrighted materials. We are not required by any agreement to protect or defend copyrights or to defend you against claims arising from your use of patented or copyrighted items or to participate in your defense or indemnify you.

The Operations Manual is our sole, exclusive and confidential property which we reveal to you in confidence and may only be used by you as provided in the Franchise Agreement. We may revise the contents of the Operations Manual and you must comply with each new or changed standard, at your own expense. You must make sure that the Operations Manual is kept current at all times. If there is any dispute as to the contents of the Operations Manual, the terms of the master copy maintained by us at our corporate office will be controlling. The Operations Manual will remain our sole property and must be kept in a secure place at the Franchised Business.

Any and all information, knowledge, know-how, techniques and data which we designate as confidential will be deemed confidential for purposes of your Franchise Agreement. Examples of confidential information include, without limitation: (1) site selection, construction plans and design specifications; (2) methods, formats, specifications, standards, systems, procedures, sales and



| marketing techniques; (3)



knowledge of specifications for and suppliers of, and methods of ordering, certain products, materials, equipment and supplies; (4) knowledge of the operating results and financial performance of other Vital Stretch franchises; (5) the Operations Manual; (6) training materials and programs; (7) fee information and customer data; (8) specifics regarding any computer software, applications and similar technology that is proprietary to us or the System; and (9) all password-protected portions of our website, intranets and extranets and the information they contain (including the email addresses of our franchisees).

All data that you collect from clients of the Franchised Business or through marketing is deemed to be owned exclusively by us and/or our affiliates. You must install and maintain security measures and devices necessary to protect client data from unauthorized access or disclosure, and you may not sell or disclose to anyone else any personal or aggregated information concerning any clients. You have the right to use the client data only in connection with the Franchised Business, while the Franchise Agreement is in effect. If you transfer the Franchised Business to a new owner, who will continue to operate the Franchised Business under an agreement with us, you may transfer the client data to the new owner as part of the going concern value of the business.

The Franchise Agreement provides that you acknowledge that your entire knowledge of the operation of the My City Allstars System, including the specifications, standards and operating procedures of the My City Allstars System, is derived from information we disclose to you and that all this information is confidential and our trade secrets. You and, if you are a corporation, partnership or limited liability company, your officers, directors, shareholders, partners, members, managers, employees and members of those persons' immediate families and their heirs, successors and assigns are prohibited from using and/or disclosing any confidential information in any manner other than as we permit in writing. You must inform your employees and others having access to confidential information of the obligation to maintain the information in confidence and subject to applicable law. All employees must sign a Confidentiality Agreement in a form satisfactory to us, giving us the right to enforce the agreement as a third-party beneficiary. The Non-Compete and Non-Disclosure Agreement attached as Exhibit G is currently considered a satisfactory form. All executed agreements must be forwarded to us to ensure compliance. You are responsible for assuring, before any person leaves your employment, such person returns to you all documents and materials containing our trade secrets and confidential information.

All new products, items, services and other developments, whether they be of our original design or variations of existing services or techniques, or your original design or variations of existing services or techniques, and whether created by or for you or an employee that relate to the My City Allstars Franchise or the System, will be deemed a work made for hire and we will own all rights in them. If they do not qualify as works made for hire, you will assign ownership to us under the Franchise Agreement. You will not receive any payment, adjustment or other compensation in connection with any new products, items, services or developments.



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

You and any individual that you designate to manage the day-to-day operations of your Franchised Business that we approve in writing (your “Key Manager”) must satisfactorily complete our Training program, criminal background check, and any other training programs we require during the term of your Franchise Agreement. Additionally, our current System Standards (qualifications) for the Key Managers are: (i) have management responsibility and authority over the Franchised Business on a day-to-day basis; and (ii) have a relationship or connection with the location where the camp will be held. In the event that a Key Manager resigns or is otherwise terminated, you must hire a replacement that meets our then- current standards for a Key Manager, and whom we approve in writing before hiring, within thirty (30) days after the resignation or termination of the former Key Manager. Our approval of your proposed Key Manager will be based upon that individual’s successful completion of our initial training program. Your Key Manager need not have any equity interest in the franchisee entity, if applicable, or the Franchised Business.

Either you or your Key Manager must actively operate the Franchised Business on a “full-time” basis consisting of normal business hours. Regardless of whether you appoint a Key Manager, you must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement, continuously exert your best efforts to promote and enhance the Franchised Business and not engage in any other business or activity that conflicts with your obligations to operate the Franchised Business in compliance with the Franchise Agreement. Our System Standards require that you, a principal owner, and your approved Key Manager, if applicable, participate personally on a daily basis in the direct operation of the Franchised Business.

You must conduct a criminal background and a sex offender registry check on all employees and Camp Personnel (i.e., volunteer coaches, coordinators, referees, etc.) utilizing an Approved Supplier and not hire any individual that has engaged in any fraudulent, dishonest, unethical or criminal act which may impair the ability of that person to earn our trust or that of any customer, coaches, volunteers, official, or venue/facility owner. You must immediately terminate any individual that poses a threat to children, customers, coaches, volunteers, official, venue/facility owner or other employees or who does not otherwise meet our System Standards.

If you are a corporation, limited liability company, limited partnership or limited liability partnership, each of your owners, and their spouses, must not only personally guarantee your obligations under the Franchise Agreement, but also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. You must adopt and implement reasonable procedures to prevent the unauthorized use or disclosure of the Confidential Information including, but not limited to, restricting its disclosure to your personnel and others and using non-disclosure agreements with those having access to Confidential Information. We have created the Non-Compete and Non-Disclosure Agreement to assist you in complying with your obligation to obtain signed agreements from your personnel and others to protect our Confidential Information. However, it is your obligation to have the form reviewed by your local attorney and otherwise to ensure it is valid and enforceable under applicable law. If you are taking over an existing Franchised Business, you will be required to ensure that any personnel you retain sign a new form of Confidentiality Agreement with you directly (if so required under the paragraph above).



ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale all Products, and perform, provide or render all Services which we authorize for your Territory and may periodically require for Franchised Business. You may not offer for sale any Products or perform, provide or render any Services that we have not authorized or for Customers for which you are not authorized (see Items 8 and 9 and the Franchise Agreement). Our System Standards may regulate required or authorized Products or Services, Product or Service categories and supplies. We have the right to change the types of required and/or authorized goods and services at any time and there are no limits on our right to do so. You are not allowed to solicit Customers, provide Events, or distribute Proprietary Products or other merchandise outside of your Territory without our prior written approval. You must at all times maintain sufficient levels of inventory to adequately satisfy consumer demand. You must stop using disapproved products or services immediately upon notice that such services or products have been discontinued. If the law prohibits the use or sale of any product or service, use must cease immediately. We may terminate your Franchise Agreement if you fail to meet our quality standards as prescribed in the Franchise Agreement and our Operations Manual.

We designate the type of Authorized Sports you may offer at your camp (e.g., in connection with Products and Services) and the type of Customers to whom you may offer them.

ITEM 17.
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements pertaining to renewal, termination, transfer, and dispute resolution. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
(a) Length of the franchise term	Section 2.3	One 10-year term
(b) Renewal or extension of the term	Section 2.4	If you are in good standing, you have the right to renew the Franchise Agreement for 1 additional 10-year term provided certain conditions are met.



(c) Requirements for you to renew or extend	Section 2.4	You must: (i) timely notify us in writing of your intention to renew; (ii) have satisfactorily completed before the expiration of the then-current term, all maintenance or upgrading of required hardware and software to bring your My City Allstars Franchise into full compliance with our then-current System Standards and specifications; (iii) not be in breach of any provision of the Franchise agreement, or any other agreement between you and us, our affiliates, and/or our major suppliers and vendors, and you have substantially complied with all such agreements during their respective terms; (iv) have satisfied all monetary obligations you owe us, our affiliates, and/or our major suppliers and vendors; (v) execute our then-then- current form of franchise agreement, which may contain materially different key terms than the Franchise agreement you initially sign; (vi) satisfy our then-current training requirements; (vii) sign a general release in the form we prescribe; and (viii) pay us a renewal fee of \$10,000 at least 30 days before the expiration of the Franchise agreement.
---	-------------	---



		<u>materially different key terms than the Franchise agreement you initially sign; (vi) satisfy our then-current training requirements; (vii) sign a general release in the form we prescribe; and (viii) pay us a renewal fee of \$10,000 at least 30 days before the expiration of the Franchise agreement.</u>
(d) Termination by you	No Provision	You do not have the contractual right to terminate the Franchise Agreement (subject to state law).
(e) Termination by us without cause	No Provision	Not Applicable.
(f) Termination by us with cause	Sections 19.1 and 19.2	We can terminate only if you commit one of several violations.
(g) "Cause" defined – defaults which can be cured	Section 19.2	Unless otherwise indicated, material breaches may be cured within 30 days of our notice to you. Such breaches include if you: (i) fail to submit accurate reports when required, or fail to pay any monies you owe us or our affiliates or any of our system suppliers or vendors; (ii) fail to remain current in your obligations to taxing authorities, suppliers or others; or fail to comply with any other provision of the Franchise agreement, or any other agreement with us and/or any affiliate of ours, or any specification, standard or operating procedure; (iii) if you (and/or any affiliate) have defaulted, on two or more separate occasions within any period of twelve consecutive months, or on three or more separate occasions within any period of twenty-four consecutive months; (iv) fail to commence operations of the Franchised Business within the requisite period; (v) fail to personally supervise the Franchised Business; or (vi) conduct yourself in a manner which reflects adversely on the System, the Proprietary Marks, or our products.



<u>(h) “Cause” defined – non-curable defaults</u>	<u>Section 19.1</u>	We have the right to terminate the Franchise Agreement with notice but without providing you an opportunity to cure if: (a) you take part in criminal acts or misconduct; (b) you make any unauthorized direct or indirect assignment of the Franchise Agreement; (c) you make any unauthorized use, duplication or disclosure of any Confidential Information; (d) you file a voluntary or involuntary petition in bankruptcy or have a petition in bankruptcy filed against you or you otherwise make an assignment for the benefit of creditors or experience any act of insolvency or enter into any proceedings for the benefit of creditors; (e) you make any material representation or omission to us in relation to our continuing business relationship; (f) you fail to operate the Franchised Business; (g) you, any of your employees or principal owners fail to successfully complete the
--	------------------------------	---



(h) “Cause” defined — non-curable defaults	Section 19.1	We have the right to terminate the Franchise Agreement with notice but without providing you an opportunity to cure if: (a) you take part in criminal acts or misconduct; (b) you make any unauthorized direct or indirect assignment of the Franchise Agreement; (c) you make any unauthorized use, duplication or disclosure of any Confidential Information; (d) you file a voluntary or involuntary petition in bankruptcy or have a petition in bankruptcy filed against you or you otherwise make an assignment for the benefit of creditors or experience any act of insolvency or enter into any proceedings for the benefit of creditors; (e) you make any material representation or omission to us in relation to our continuing business relationship; (f) you fail to operate the Franchised Business; (g) you, any of your employees or principal owners fail to successfully complete the initial training program; (h) you abandon the Franchised Business; (i) you fail to comply with any law or regulation or anti-terrorism law; (j) you violate any material law pertaining to the operation of the Franchised Business; (k) there are five or more customer complaints with respect to your franchised business in any twelve month period; (l) you have failed to retain required records; (m) you breach any non-disclosure provision; (n) your or any of your owners’ assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation; (o) you offer any unauthorized and unapproved products or services; (p) you make any purchases from an unapproved supplier; (q) you misuse or make unauthorized use of our or our affiliate’s proprietary or approved software; (r) you fail to maintain insurance or to repay us for insurance paid for by us; (s) you fail to comply with the Anti-Terrorist provisions of Section 25.12 of the Franchise agreement; (t) you take any property of the Franchised Business for your own personal use; (u) if there are insufficient funds in your bank account to cover a check or EFT payment to us three or more times within any twelve month period; (v) you otherwise fail to cure any defect within the appropriate time period after receiving a letter of default.
--	--------------------------------	--



(i) Your obligations on termination/non- <u>termination/non-</u> renewal	Section 19.5	Upon termination or expiration, you must, at your own expense: (a) cease using our Confidential Information and Marks; (b) return any material containing Confidential Information or Marks; (c) cooperate in assigning to us any agreements or contracts at our option; (d) cease using our Marks and Copyrights, and holding yourself out to the public as being associated with us; (e) terminate your access to e-commerce activities, assign to us all telephone numbers, e-name and directory listings associated with your Franchised Business, and direct service provides to transfer all numbers and listings to us or our designee; (f) pay us, our affiliates, and designated suppliers and vendors all monies owed, including, but not limited to, all applicable customer refunds and issued customer credits; (g) comply with all post-term covenants; and (h) at our option, assign any venue contracts we designate.
(j) Assignment of contract by us	Section 17.1	We have the right to assign our rights under the Franchise Agreement.
(k) "Transfer" by you- definition	Section 17.2	Voluntary or involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in the Franchise Agreement, you or the Franchised Business.
(l) Our approval of transfer by you	Sections 17.2 and 17.4	You may not transfer any rights in the Franchised Business Franchise agreement without our prior written consent. We have the right to approve transfers even to a Business Entity controlled by you.



(m) Conditions for our approval of transfer	Section 17.3	Our approval is subject to our satisfaction of the following conditions: (a) any advertising you used to advertise the sale of your franchise was approved by us; (b) transferee meets our qualifications; (c) you have paid all amounts owed; (d) transferee (or its owners) agree to complete our training program, at their own expense; (e) transferee agrees to be bound by the Franchise agreement; (f) transferee executes our then-current form of Franchise agreement; (g) transferee upgrades and modernizes the Franchised Business to our then-current standards and specifications; (h) you or transferee pays us a transfer fee which is, 50% of our then- current Franchise Fee; (i) you execute a general release in a form to our satisfaction; (j) we determine the terms of the transfer will not adversely affect transferee's operation; (k) you subordinate amounts due to you; (l) you and your spouse sign our non-non-competition covenant, and transferee agrees to be bound by the non-competition covenants in the Franchise agreement;(m) <u>(m)</u> you de-identify yourself from us and our Marks; and(n) <u>(n)</u> and you provide guidance and support to the transferee for a period of time amounting to the longer of: (i) 60 days or (ii) through 3 weeks of first season operated by transferee. Our approval of your transfer to a business entity is conditioned upon: the Business Entity conducts no business other than the Franchised Business; you owning, controlling and having the right to vote fifty-one percent (51%) or more of the Business Entity; you guarantee the Business Entity's performance; and we may require (in addition to other terms) the proposed owner sign an agreement agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of your obligations under the Franchise agreement.
(n) Our right of first refusal to acquire your business	Section 17.4	
(o) Our option to purchase your business	Section 17.8	We can match any offer for an ownership interest in you, your Franchise Agreement or your Franchised Business provided that we may substitute cash for any form of payment at a discounted amount if an interest rate will be charged on any deferred payments, our credit will be deemed equal to that of any proposed purchaser, we will have no less than 30 days to prepare for closing and we receive all customary representations and warranties, as we specify.
(o) Our option to purchase your business	No provision	Not applicable

Formatted: Table Paragraph, Justified, Indent: First line: 0", Right: 0.02", Space Before: 0.3 pt, Line spacing: Exactly 12.1 pt, Outline numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 13 + Alignment: Left + Aligned at: -0.27" + Indent at: 0", Don't allow hanging punctuation, Tab stops: 0.2", Left



(v) Choice of forum	Section 24.4	All claims not subject to mediation must be brought before a court of general jurisdiction in Orange County, Florida or the United States District Court for the Middle District of Florida. You consent to the personal jurisdiction and venue of any court of general jurisdiction in Orange County, Florida and the United States District Court for the Middle District of Florida. (subject to state law)
(w) Choice of law	Section 24.1;	The Franchise Agreement is governed by the laws of the State of Florida (subject to state law).

ITEM 18: **PUBLIC FIGURES**

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

ITEM 19: **FINANCIAL PERFORMANCE REPRESENTATIONS**

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

The financial performance representation is historic based upon our existing Company-Owned Outlet (a "**Company-Owned Outlet**,"") which operates from approximately January through August, in and around Pasadena, California. It includes historical financial results from of our existing Company-Owned Outlet, categorized by year of operation during the period beginning January 1, 2021 through August 1, 2022, (the "**Measurement Period**".) The Company-Owned Outlet operates primarily in January through August of a given calendar year with little to no business operations conducted from September through December of a given year. As of the issuance date of this disclosure document, we had 1 Company-Owned Outlet and no franchise outlets. We have a reasonable basis and written substantiation for the financial performance information disclosed in Item 19.

Table 1 of this Item 19 details the Gross Revenue generated by our existing Company-Owned Outlet, categorized by year of operation during the Measurement Period, along with (a) the costs and expenses associated with operating each location (collectively, the "Operating Costs"); and (b) the estimated fees that would have been incurred by each location in connection with the Royalty Fees, Marketing Fees (excluding those the each location also pays), if it were a Franchised Business governed by our current form of franchise agreement over the Measurement Period

The explanatory notes included with the following charts are an integral part of this financial performance representation and should be read in their entirety for a full understanding of the information contained in the following charts.



Some outlets have sold this much. Your individual results may differ. There is no assurance you'll sell as much.

Table 1 – Company-Owned Outlet Statement of Income and Certain Expenses

Jan. 1 – Dec. 31 2021	
Gross Revenue	\$770,721.41
Total Cost of Goods Sold	\$15,336.78
GROSS PROFIT	\$755,384.63
Expenses	
Advertising	\$8,191.68
Bank Charges	\$7.50
Business License	\$223.10
Commission Expense	\$40,831.69
Computer & Internet Expenses	\$47.91
Contract Labor	\$8,000.00
Dues & Subscriptions	\$950.00
Insurance	\$16,004.02
Quickbooks	\$300.00
Office Supplies & Software	\$2,568.27
Total Payroll Expenses	\$310,310.09
Phone	\$2,400.00
Professional Fees	\$1,700.00
Rent or Lease of Buildings	\$27,985.00
Small Tools and Equipment	\$6,538.99
Supplies & Materials	\$6,988.10
Taxes	
Tax CA Corp	\$800.00
Total Taxes	\$800.00
Franchisee Expenses	
Royalty Fee (7%)	\$53,950.50
Brand Fund Contribution (1%)	\$7,707.21
Total Expenses	\$455,807.99
EBITDA (If Franchised)	\$299,576.64
Jan. 1 – Dec. 31 2021	
Gross Revenue	\$770,721.41
Total Cost of Goods Sold	\$15,336.78
GROSS PROFIT	\$755,384.63
Expenses	
Advertising	\$8,191.68
Bank Charges	\$7.50
Business License	\$223.10
Commission Expense	\$40,831.69

Jan. 1 – Aug. 31 2022	
Gross Revenue	\$901,385.19
Total Cost of Goods Sold	\$23,261.00
GROSS PROFIT	\$878,124.19
Expenses	
Advertising	\$9,247.00
Bank Charges	\$37.00
Business License	\$184.00
Commission Expense	\$47,611.52
Computer & Internet Expenses	\$2,712.00
Contract Labor	\$8,815.00
Dues & Subscriptions	\$860.00
Insurance	\$9,229.00
Quickbooks	\$300.00
Office Supplies & Software	\$162.00
Total Payroll Expenses	\$382,113.00
Phone	\$1,189.00
Professional Fees	\$3,323.00
Rent or Lease of Buildings	\$36,905.00
Small Tools and Equipment	\$6,867.00
Supplies & Materials	\$7,538.00
Taxes	
Tax CA Corp	\$4,200.00
Total Taxes	\$4,200.00
Franchisee Expenses	
Royalty Fee (7%)	\$63,096.96
Brand Fund Contribution (1%)	\$9,013.85
Total Expenses	\$545,701.82
EBITDA (If Franchised)	\$332,422.37
Jan. 1 – Aug. 31 2022	
Gross Revenue	\$901,385.19
Total Cost of Goods Sold	\$23,261.00
GROSS PROFIT	\$878,124.19
Expenses	
Advertising	\$9,247.00
Bank Charges	\$37.00
Business License	\$184.00
Commission Expense	\$47,611.52



Computer & Internet Expenses	\$47.91	Computer & Internet Expenses	\$2,712.00
Contract Labor	\$8,000.00	Contract Labor	\$8,815.00
Dues & Subscriptions	\$950.00	Dues & Subscriptions	\$860.00
Insurance	\$16,004.02	Insurance	\$9,229.00
Quickbooks	\$300.00	Quickbooks	\$300.00
Office Supplies & Software	\$2,568.27	Office Supplies & Software	\$162.00
Total Payroll Expenses	\$310,310.09	Total Payroll Expenses	\$382,113.00
Phone	\$2,400.00	Phone	\$1,189.00
Professional Fees	\$1,700.00	Professional Fees	\$3,323.00
Rent or Lease of Buildings	\$27,985.00	Rent or Lease of Buildings	\$36,905.00
Small Tools and Equipment	\$6,538.99	Small Tools and Equipment	\$6,867.00
Supplies & Materials	\$6,988.10	Supplies & Materials	\$7,538.00
Taxes		Taxes	
Tax-CA Corp	\$800.00	Tax-CA Corp	\$4,200.00
Total Taxes	\$800.00	Total Taxes	\$4,200.00
Franchisee Expenses		Franchisee Expenses	
Royalty Fee (7%)	\$53,950.50	Royalty Fee (7%)	\$63,096.96
Brand Fund Contribution (1%)	\$7,707.21	Brand Fund Contribution (1%)	\$9,013.85
Total Expenses	\$455,807.99	Total Expenses	\$545,701.82
EBITDA (If Franchised)	\$299,576.64	EBITDA (If Franchised)	\$332,422.37

Notes to Item 19 Tables:

1. _____

2- The figures in the tables above use the historical information that our Company Owned Outlet has provided while operating under the name "Spartan Allstars Camp." Our Company Owned Outlet operates in a substantially similar way to the Franchised Business offered in this Disclosure Document. You should be advised

1. that no certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form, nor have we sought to independently verify their accuracy. Upon your reasonable request, we will provide written substantiation for this financial performance representation.

2. "Gross Revenue" means all revenues from: the sale, distribution, rendering, performing, or providing the Products or the Services and any other products, services, or activities whatsoever including any that

Formatted: Justified,
 Indent: Hanging: 0.01",
 Right: 0.43", Line spacing:
 Multiple 1.08 li, Outline
 numbered + Level: 2 +
 Numbering Style: 1, 2, 3, ...
 + Start at: 1 + Alignment:
 Left + Aligned at: 0.27" +
 Indent at: 0.4", Don't allow
 hanging punctuation, Tab
 stops: 0.53", Left



~~3.~~ are in any way associated with the System, Marks, or Copyrights conducted at the Company-Owned outlet less sales tax, discounts, allowances, and returns.

~~4.~~ 3. “Total Expenses” means other expenses attributable to the operation a Spartan Allstars Camp Business, including supplies, office supplies, merchant fees and banking charges, business licenses & permits, office expenses, marketing expenses, local/co-op marketing expenses, charitable contributions, and other miscellaneous expenses. This sum also includes fees that are attributable to a franchisee running a Franchised Business under our current Franchise Agreement. These Fees are listed in Item 6 of this document and include (i) Royalty Fees which are 7% of Gross Revenue; and (ii) Marketing Fund Contributions that are 1% of Gross Revenue. To calculate the estimated fees under (i) and (ii), the total Gross Profits was multiplied by the applicable percentage

~~5.~~ 4. “Commission Expense” means the amount paid in commissions during the period that the related revenue was earned. These figures represent the number of commissions paid for use of the booking software and credit card processing fees by the Company Owned Outlet during the operation of their Business.

~~6.~~ 5. “Contract Labor” means individuals hired to instruct the Authorized Sports offered by the Company Owned Outlet. This amount will vary depending on the size of your territory and which Authorized Sports you offer.

~~7.~~ 6. “Rent or Lease of Building” you are required to run the actual camp from a local college, high school, middle school, recreation center, etc. with adequate facilities (at least one gymnasium, a pool, dance room, open field, tennis courts, basketball courts, wrestling room, etc.). costs will vary by location.

~~8.~~ 7. “EBITDA If Franchised” means Gross Revenue minus Total Expenses. EBITDA does not include interest paid on debt, taxes, depreciation, or amortization expenses. EBITDA Margin Percentage means EBITDA expressed as a percentage of Gross Revenue.

Notes Regarding the Company-Owned Affiliate and Item 19 Generally:

- ~~5. This information may not reflect all operating expenses, or other costs or expenses that you may elect to incur which must be deducted from the gross revenues figure in order to obtain your net income or profit. This will affect the net income and/or cash flow of any outlet and must be carefully considered and evaluated. You should conduct an independent investigation of the costs and expenses that you will incur in operating your Franchised Business.~~
- ~~6. The actual performance of any outlet will depend on a number of factors specific to the location, including:~~
- ~~• The impact of the COVID-19 pandemic and any related closures or stay at home orders;~~
 - ~~• Any health care law regulatory compliance expenses;~~
 - ~~• Rent, interest or other financing costs for land, buildings, equipment, and inventory;~~
 - ~~• Initial franchise fee and organization costs;~~
 - ~~• Economic and weather conditions of various geographic areas;~~
 - ~~• Competition from a variety of other businesses;~~
 - ~~• Different acquisition, development, construction, and property costs;~~
 - ~~• Cost of equipment;~~
 - ~~• Occupancy expenses such as rent, utilities and property taxes;~~



Formatted: Body Text,
Justified, Indent: Left:
0.08", Right: 0.09", Space
Before: 3.05 pt, Line
spacing: Multiple 1.08 li,
No bullets or numbering,
Don't allow hanging
punctuation

- ~~Labor costs, payroll taxes and laws concerning employees and employee benefits;~~
- ~~Different traffic counts, accessibility, visibility, and parking;~~
- ~~Different results from advertising;~~
- ~~Outlets have been in business for different periods of time in their respective markets;~~
- ~~Cost of product and supply costs;~~
- ~~Franchise payments including royalties; and~~
- ~~Workers' compensation and insurance coverage.~~

~~These and other expenses you incur will affect the net income and cash flow of the outlet. You should consider them and evaluate the impact on your operations.~~

- ~~7. This Item 19 does not reflect certain pre-opening costs and expenses over the Measurement Period that you are likely to incur in connection with development of a new Franchised Business. See Item 7 for details about pre-opening costs for your Business.~~
- ~~8. You should consult other sources for financial information including your financial, business, and legal advisors in connection with the information provided and our franchisees listed in Exhibit C to this Franchise Disclosure Document to obtain additional information necessary for you to develop estimates of the sales, costs, expenses, earnings, and profits.~~

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Tamar Hill at 13790 Bridgewater Crossings Blvd #1080 Windermere, FL 34786 and (321) ~~558-558-~~1555, the Federal Trade Commission, and the appropriate state regulatory agencies.



ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY FOR YEARS ~~2019 TO~~
~~2021~~2020 TO 2022

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE (+ or -)
Franchised	2019 <u>2020</u>	0	0	0 <u>0</u>
	2020	0	0	-
	2021	0	0	0
Company Owned	2021 <u>2022</u>	0 <u>0</u>	0 <u>0</u>	0 <u>0</u>
	2019 <u>2020</u>	1	1	0
	2020	1	1	0
Total Outlets	2021 <u>2022</u>	1 <u>1</u>	1 <u>1</u>	0 <u>0</u>
	2019 <u>2020</u>	1	1	0
	2020	1	1	0
	2021 <u>2022</u>	1 <u>1</u>	1 <u>1</u>	0 <u>0</u>
	2020	1	1	0
	2021	1	1	0

TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS ~~2019 TO~~
~~2021~~2020 TO 2022

STATE	YEAR	NUMBER OF TRANSFERS
Total Outlets	2019 <u>2020</u>	0
	2020	0
	2021	0
	2021 <u>2022</u>	0 <u>0</u>

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS FOR YEARS ~~2019 TO~~
~~2021~~2020 TO 2022

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS- OTHER REASONS	OUTLETS AT END OF YEAR
2019	0	0	0	0	0	0	0	0
2020	0	0	0	0	0	0	0	0



CA Total Outlets	2021	0	0	0	0	0	0	0
	2019 2022	0	0	0	0	0	0	0
Total Outlets	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>



TABLE NO.4
STATUS OF COMPANY-OWNED OUTLETS FOR YEARS ~~2019 TO 2021~~ 2020 TO 2022

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF THE YEAR
	2019	1	0	0	0	0	1
CA	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2019 2022	1	0	0	0	0	1
Total Outlets	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>

TABLE NO. 5
PROJECTED OPENINGS AS OF DECEMBER 31, ~~2021~~2022

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN NEXT FISCAL YEAR	PROJECTED NEW COMPANY OWNED OUTLETS IN NEXT FISCAL YEAR
FL	0	2 1	0
KS	<u>0</u>	<u>1</u>	<u>0</u>
TOTAL	0	0 2	0

Our fiscal year ends on December 31 of each year. We have presented the foregoing numbers as of December 31, ~~2021~~2022.

Exhibit C lists the names of all current and former franchisees and the addresses and telephone numbers of their outlets as of December 31, ~~2021~~2022. Currently, there are none.

There are no franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our 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.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the 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. There are currently no franchisees who have signed a confidentiality agreement during the last three years.

There are no independent franchisee organizations associated with the franchise System.



ITEM 21
FINANCIAL
STATEMENTS

Attached as Exhibit A to this Disclosure Document is our audited opening balance sheet as of August 11-a
2022, and our audited closing balance sheet as of December 31, 2022. As we were formed in July 2022
and will begin offering franchises at the publication of this Disclosure Document, we have not been in
business for three years or more and cannot include all financial statements required by the FTC Rule for
our last three fiscal years. Our fiscal year ends on December 31.

ITEM 22
CONTRACT
S

The following agreements are attached as exhibits to this Disclosure Document:

Document/Contract	Location in FDD
Operations Manual Table of Contents	Exhibit D
Franchise Agreement (FA)	Exhibit E
Forms of General Release	Exhibit F;
Form of Confidentiality and Noncompete Agreement	Exhibit G
State-Required Franchise Agreement Riders	Exhibit H
Franchisee-Specific Terms; Territory	FA Attachment A
Personal Guaranty of Owner/Shareholder	FA Attachment C
Electronic Funds Transfer Authorization	FA Attachment D

ITEM 23-a
RECEIPT
S

Two copies of an acknowledgment of your receipt of this Disclosure Document are attached as final
two pages of this Disclosure Document. Please return one signed copy to us and retain the other for
your record.



EXHIBIT A
FINANCIAL
STATEMENTS





DA Advisory Group PLLC
888 W Big Beaver Suite 200
Troy, MI 48084

November 21, 2022

Consent of Accountant

DA Advisory Group PLLC consents to the use in the Franchise Disclosure Document issued by Allstars Camp Corporation (“Franchisor”) on September 30, 2022 of our report dated August 26, 2022, relating to the financial statements of Franchisor for the period ended August 11, 2022.

DA Adivosry Group

DA Advisory Group PLLC

Allstars Camp Corporation
BALANCE SHEETS
December 31, 2022 and August 11, 2022

	<u>December 31,</u> <u>2022</u>	<u>August 11,</u> <u>2022</u>
<u>ASSETS</u>		
<u>Current assets:</u>		
<u>Cash and cash equivalents</u>	\$ 69,658	\$ 100,000
<u>Total current assets</u>	<u>69,658</u>	<u>100,000</u>
<u>Total assets</u>	<u>\$ 69,658</u>	<u>\$ 100,000</u>
<u>LIABILITIES AND SHAREHOLDERS' EQUITY</u>		
<u>Current liabilities:</u>		
<u>Credit cards</u>	<u>6,143</u>	-
<u>Total current liabilities</u>	<u>6,143</u>	-
<u>Total liabilities</u>	<u>6,143</u>	-
<u>Shareholders' Equity</u>		
<u>Common Stock</u>	<u>60,000</u>	<u>60,000</u>
<u>Additional Paid-in Capital</u>	<u>40,000</u>	<u>40,000</u>
<u>Retained Earnings</u>	<u>(36,485)</u>	-
<u>Shareholders' equity (deficit)</u>	<u>63,515</u>	<u>100,000</u>
<u>Total liabilities and shareholders' equity (deficit)</u>	<u>\$ 69,658</u>	<u>\$ 100,000</u>

see accompanying notes



DA Advisory Group PLLC
888 W Big Beaver Suite 200
Troy, MI 48084

February 28, 2023

Consent of Accountant

DA Advisory Group PLLC consents to the use in the Franchise Disclosure Document issued by ALLSTARS CAMP CORPORATION ("Franchisor") on February 28, 2023 of our report dated February 17, 2023, relating to the financial statements of Franchisor for the periods December 31, 2022 and August 11, 2022.

DA Advisory Group PLLC

EXHIBIT B

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS



List of State Regulatory Administrators

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

LIST OF STATE ADMINISTRATORS	
<u>CALIFORNIA</u> Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677	<u>CONNECTICUT</u> State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230
<u>HAWAII</u> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	<u>ILLINOIS</u> Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
<u>INDIANA</u> Indiana Secretary of State Franchise Section 302 Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	<u>MARYLAND</u> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
<u>MICHIGAN</u> Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, Michigan 48933 (517) 373-7117	<u>MINNESOTA</u> Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
<u>NEW YORK</u> New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8222	<u>NORTH DAKOTA</u> North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712
<u>OREGON</u> Department of Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street, NE Room 410 Salem, Oregon 97310 (503) 378-4387	<u>RHODE ISLAND</u> Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
<u>SOUTH DAKOTA</u> Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	<u>VIRGINIA</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
<u>WASHINGTON</u> Department of Financial Institutions Securities Division, 3rd Floor 150 Israel Road, Southwest P.O. Box 9033 Tumwater Olympia , Washington 98504 98507	<u>WISCONSIN</u> Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT C

LIST OF CURRENT FRANCHISEES

CURRENT

FRANCHISEES NONE.

FORMER

FRANCHISEES NONE.



EXHIBIT D

OPERATIONS MANUAL TABLE OF CONTENTS

The Operations Manual is still under development; therefore, these numbers are estimates based on what has currently been developed and are subject to change.

Chapter	Pages Per Chapter
Introduction	12
Start-Up	20
Accounting & Administration	16
Human Resources	32
Marketing & Social Media	18
Daily Business Operations	10
Safety & Security	25
Total	133



EXHIBIT E

FRANCHISE
AGREEMENT WITH
ATTACHMENTS



[My City Allstars](#)
[EDD Exhibit E](#)





FRANCHISE AGREEMENT

between

ALLSTARS CAMP CORPORATION
and

Franchisee



Table of Contents

1.	INTRODUCTION 7	1
1.1	The My City Allstars System 7	1
1.2	Acknowledgments 8	2
2.	GRANT, TERM AND LOCATION 8	2
2.1	Grant and Acceptance 8	3
2.2	Location 9	3
2.3	Term 9	3
2.4	Renewal 9	3
2.5	Full Term Performance 10	4
3.	TERRITORIAL RIGHTS AND RESTRICTIONS 10	4
3.1	Exclusivity / Restrictions 10	4
3.2	Rights We Reserve 11	5
3.3	Territorial Rights 11	5
3.4	Other Channels of Distribution 11	5
3.5	Minimum Performance Standard 11	6
3.6	Territory Expansion Fee 12	6
4.	FEES AND PAYMENT 12	6
4.1	Franchise Fee 12	6
4.2	Discount on Initial Fees 12	6
4.3	No Financing by Us 12	6
4.4	Payment Terms 12	6
4.5	Royalty Fees 12	7
4.6	National Brand Fund Contributions 12	7
4.7	Gross Revenue 13	7
4.8	Revenue Reports 13	7
4.9	Manner of Payment.....	13 8
4.10	Insufficient Funds Fee 14	8
4.11	Interest on Late Payments 14	8
4.12	Late Charges and Reimbursement of Costs Related to Non-Compliance 14	9
5.	TRAINING 15	9
5.1	Initial Training 15	9
5.2	Additional Training.....	15
5.2	Additional Training.....	9
5.3	Additional Assistance 15	9
5.4		



5.5.4.		A
--------	-------	---

Annual Conference	15	10
-------------------	----	----

6. CAMP PERSONNEL	16	10
-------------------	----	----



6.1	Personnel Development 16	10
6.2	Compensation 16	10
6.3	Confidentiality Agreements 16	10
6.4	Indemnification 16	10
6.5	Other Agreements 17	11
7.	BUSINESS EXPENSES 17	11
8.	MANUALS AND GUIDANCE 17	11
8.1	Manual 17	11
8.2	Guidance and Assistance 18	12
8.3	Approved Equipment and Supplies 18	12
8.4	Approved Supplier Program(s) 19	13
9.	SYSTEM TECHNOLOGIES 19	13
9.1	Computer System; Mobile Phone 19	13
9.2	Computer System Updates and Support Services 20	14
9.3	Your Responsibility 20	14
9.4	Discontinuation of Use 20	15
9.5	Websites and E-Commerce 20	15
10.	MARKS AND COPYRIGHTS 22	16
10.1	Ownership and Goodwill 22	16
10.2	Additional Marks 22	16
10.3	Limitations on Use 22	16
10.4	Infringements and Claims 22	17
10.5	Discontinuance of Use 23	17
10.6	Consent 23	17
11.	DUTIES AND RESPONSIBILITIES 23	17
11.1	Solicitation 23	17
11.2	Sales Methods 23	17
11.3	Record Keeping 23	18
11.4	Access to Facilities 24	18
11.5	Marketing Support 24	18
11.6	Delegation 24	18
11.7	Collections 24	18
11.8	Liability Insurance 24	18
11.9	Compliance with Laws and Good Business Practices 25	19
11.10		
11.11 11.10		R
	equired Telephone Numbers 25	19
11.12 11.11		T



ime to Commence Business 25	20
11.13 11.12.....	A
uthorized Products and Services 25	20



11.14 <u>11.13</u>	Operations	20	O
12.	ADVERTISING AND PROMOTION	20	
12.1	Generally	20	
12.2	Local Advertising	21	
12.3	Grand Opening Advertising	21	
12.4	National Brand Fund	21	
12.5	Use of the Funds	21	
12.6	Accounting for the Fund	22	
12.7	Brand Fund Limitations	22	
13.	CUSTOMER SERVICE	22	
14.	RELATIONSHIP OF THE PARTIES	22	
14.1	Independent Contractors	22	
14.2	Safety	23	
14.3	Taxes	23	
15.	INDEMNIFICATION	23	
15.1	By You	23	
15.2	Contribution	24	
15.3	Survival	24	
15.4	Defense Costs	24	
16.	REPORTS, FINANCIAL STATEMENTS, INSPECTIONS AND AUDITS	24	
16.1	Our Right to Inspect the My City Allstars Franchise	24	
16.2	Our Right to Audit	25	
16.3	Books and Records	25	
16.4	Risk Management Investigations	26	
17.	TRANSFER	26	
17.1	By Us	26	
17.2	By You	26	
17.3	Conditions for Approval of Transfer	27	
17.4	Transfer to a Business Entity	28	
17.5	Transfer Upon Death or Disability	28	
17.6	Operation Upon Death or Disability	29	
17.7	Effect of Consent to Transfer	29	
17.8	Our Right of First Refusal	29	
18.			
19.18. <u>18.</u>	RESTRICTIVE COVENANTS	30	
19.1 <u>18.1</u>	Confidential Information	30	C



19.2 18.2.....	R
estrictions On Use 36	31
19.3 18.3.....	N
otices 36	31
19.4 18.4.....	R
eturn 36	31



19.5 18.5.....	C
ompetitive Activities 37	31
19.6 18.6.....	I
njunction 37	32
19.7 18.7.....	E
xtension of Time Period 37	32
19.8 18.8.....	S
uspension of Compensation 37	32
20.19. TERMINATION 37	32
20.1 19.1.....	I
mmediate/By Us 37	32
20.2 19.2.....	N
otice/By Us 40	34
20.3 19.3.....	C
ross Defaults, Non-Exclusive Remedies, etc. 40	35
20.4 19.4.....	S
tep-in Rights 41	36
20.5 19.5.....	O
bligations Upon Termination 41	36
20.6 19.6.....	L
iquidated Damages 42	37
20.7 19.7.....	S
urvival 42	37
21.20. NOTICE 43	37
22.21. NO GUARANTIES 43	38
23.22. REPRESENTATIONS 44	38
24.23. BUSINESS ORGANIZATION 44	39
25.24. DISPUTE RESOLUTION 45	39
25.1 24.1.....	G
overning Law 45	39
25.2 24.2.....	I
nternal Dispute Resolution 45	39
25.3 24.3.....	M
ediation 45	40
25.4 24.4.....	J
urisdiction and Venue 46	40
25.5 24.5.....	T
hird Party Beneficiaries 46	40
25.6 24.6.....	P
rior Notice of Claims 46	40
25.7 24.7.....	N
o Right to Offset 46	41
25.8 24.8.....	C
umulative Remedies 46	41



25.9 24.9.....	L
imitation of Liability 46	41
25.10 24.10.....	W
waiver of Punitive Damages 46	41
25.11 24.11.....	L
imitations of Claims 47	41
25.12 24.12.....	W
waiver of Jury Trial 47	41
25.13 24.13.....	L
litigation Expenses 47	41
26.25 MISCELLANEOUS 47	42
26.1 —	
26.2 25.1.....	A
approval and Consents 47	42
26.3 25.2.....	S
severability 47	42
26.4 25.3.....	W
waivers 47	42
26.5 25.4.....	E
entire Agreement 47	42
26.6 25.5.....	B
background Information 48	42
26.7 25.6.....	C
construction 48	42
26.8 25.7.....	C
continuing Obligations 48	42



26.9 <u>25.8</u>	C
counterparts 48	<u>43</u>
26.10 <u>25.9</u>	P
ronouns 48	<u>43</u>
26.11 <u>25.10</u>	T
iming 48	<u>43</u>
26.12 <u>25.11</u>	O
peration in the Event of Absence or Disability 48	<u>43</u>
26.13 <u>25.12</u>	C
ompliance with Anti-Terrorism Laws 48	<u>43</u>
26.14 <u>25.13</u>	N
o Recourse 49	<u>43</u>

Attachments:

- A. FRANCHISEE INFORMATION AND PROTECTED TERRITORY
- B. MARKS
- C. PAYMENT AND PERFORMANCE GUARANTEE
- ~~D. FRANCHISEE COMPLIANCE QUESTIONNAIRE~~
- ~~E.D.~~ ELECTRONIC FUNDS TRANSFER AUTHORIZATION



ALLSTARS CAMP CORPORATION

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this “Agreement”) is effective as of _____, 2022 (the “Agreement Date”), between Allstars Camp Corporation (“we,” “us” “MyCity Allstars” or “our”), whose principal place of business is located at, 7750 Summerlake Pointe Blvd, Winter Garden, FL 34787 and _____ (“you” or “your”), whose address is _____ (collectively, you and we are referred to as the “parties” and individually sometimes referred to as a “party”).

1. INTRODUCTION

1.1 The My City Allstars System

We, our principals and affiliates have expended a considerable amount of time, effort, and money to develop a unique system for establishing and operating a business providing seasonal and non-seasonal youth sports camps, sport clinics, products and related services (each a **My City Allstars Franchise**” or collectively, **My City Allstars Franchises**”). We are in the business of granting franchises to operate a My City Allstars Franchise. Allstars Camp Corporation sells, render, performs or provides Youth amateur sports seasonal and non-seasonal youth sports camps, sport clinics, products and related services that we designate or approve (as applicable, the “**Services**”) and market and sell to Youths, as we designate, related products that we designate or approve, like uniforms, jerseys, t-shirts, jackets, shorts, trophies, medals/pins, awards, hats, caps, sporting equipment, and supplies, apparel, beverages and food, and other products we designate or approve from time to time (the “**Products**”). My City Allstars Franchise use our distinctive formats, methods, policies, procedures, league systems, standards, specifications, information, e- commerce systems, methods for affiliation with public and private sector organizations, the computer system and software that are required for use in connection with a My City Allstars Franchise (the “Computer System” and “Software,” respectively), automated registration program, training and business relationships, all of which we, in our sole judgment, may change, alter, amend, further improve, discontinue, develop or otherwise modify from time to time (collectively, the “**System**”).

We own, use, promote and license, or may own use, license or promote certain trade names, trademarks, service marks, including, without limitation, the trademark My City Allstars, and logos, designs, and artwork in connection with the System (collectively, the “**Marks**”). My City Allstars Franchises also utilize, in a manner we designate or approve, certain materials and other ideas and information presented or reduced in or to tangible form that we designate, approve, or provide (e.g., software, writings, sound, compositions, pictures, drawings, calendars, league rules, codes, sporting and event calendars, posters, artwork, websites, designs and the like), which we have sought or may seek copyright protection in or to (the “**Copyrights**”). We may in the future, at any time, register, develop, change, cancel, alter, amend, further improve, discontinue, enhance or modify certain aspects of the System, the Marks or Copyrights, and we may create, use and license additional copyrights, trademarks, service marks, logos, designs, artwork, e-names and other commercial symbols in conjunction with the operation of My City Allstars Franchises, which we may deem to be included as part of the Marks or the Copyrights.

You want to acquire the right to operate a My City Allstars Franchise, using the System, the Copyrights and the Marks, and act as our independent representative, to

Formatted: Heading 6, Justified, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.32" + Indent at: 0.57", Don't allow hanging punctuation, Tab stops:

Formatted: Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops:



market, sell or distribute the Products and to market, sell, provide, render or perform the Services for



participants, purchasers and others we identify and target from time to time (“**Customers**”) primarily in connection with events or activities of the type, or relating to amateur Youth sports leagues, camps, tournaments, sports clinics, child development, after-school programs, social activities, umpire/referee training, games, training or conditioning programs and, other recreational leagues, sporting or social events, camps, clinics, child development, tournaments and the like that we designate or approve in connection with the sale or distribution of the Products or the Services (collectively, “**Events**”). We limit the number and type of sports authorized for such Events (and the Products and Services associated with them), when a sport may be offered, and the type of Customers you may offer them to. We grant to persons who meet our qualifications and are willing to undertake the investment and effort, the right to own and operate a My City Allstars Franchise using the System, the Copyrights and the Marks.

The business you conduct as a My City Allstars Franchise is referred to as your “**Franchised Business**” or your “**My City Allstars Franchise**.” You recognize our legitimate business interest in preserving the Customer base for the Products and the Services and the associated Customer goodwill, as well as our relationships with other My City Allstars Franchises, suppliers, Customer-affiliated organizations, designees or affiliates. This Agreement contains the terms and conditions of your performance as one of our My City Allstars Franchises and our obligations to you.

1.2 **Acknowledgments**

This Agreement is being presented to you because you expressed the desire to own and operate a My City Allstars Franchise. You understand that the terms of this Agreement are reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at all My City Allstars Franchises, and to protect and preserve the goodwill of the Marks, the Copyrights and the System. In signing this Agreement, you acknowledge:

- (a) the importance of operating your My City Allstars Franchise in strict conformity with our standards;
- (b) that you have conducted an independent investigation of your My City Allstars Franchise and recognize that, like any other businesses, its nature may evolve and change over time;
- (c) that an investment in a My City Allstars Franchise involves business risks;
- (d) that the success of this business venture is primarily dependent on your business abilities and efforts;
- (e) in all of their dealings with you, our officers, directors, employees and agents acted only in their representative, not in an individual, capacity. All business dealings between you and us and such persons in connection with entering into or as a result of this Agreement are solely between you and us;
- (f) any information you acquire from other MyCityAllstars Franchises relating to their sales, profits or cash flows does not constitute information obtained from us, nor do we make any representation as to the accuracy of such information;
- (g) we have advised you to have this Agreement and our Disclosure Document reviewed and explained to you by an attorney and your business

Formatted: Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Justified, Right: 0.32", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops:

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Indent: Left: 0.94", Hanging: 0.38", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.37", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted ... [1]

Formatted ... [2]

Formatted ... [3]



advisors.

2. GRANT, TERM AND LOCATION

Formatted: Heading 6,
Outline numbered + Level:
1 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.32" + Indent at:
0.57", Don't allow hanging
punctuation, Tab stops:
0.57", Left



2.1 **Grant and Acceptance**

We hereby grant to you, upon the express terms and conditions contained in this Agreement, and you hereby accept, during the Term, a franchise for the right to:

- (a) Own and operate one My City Allstars Franchise using the System, the Marks, and the Copyrights in accordance with our System Standards, to market, sell and distribute the Products and to market, sell, perform, render or provide the Services for the type of Customers, and for the type of sports we designate located where the Services will be rendered, provided or performed within or where the Products will be delivered in the marketing areas identified in the data sheet to this Agreement (the “**Territory**”). In the event the composition of one or more zip codes comprising the Territory is modified by the United States Postal Service or similar agency, we will modify the description of your Territory to the extent necessary to ensure that the original delineation of the boundaries of your Territory remain unchanged. You acknowledge and agree that if the zip code is modified such that the new zip code contains geography that was part of your original Territory and part beyond your original Territory, that we may re-define your Territory such that it retains its original geographic boundaries.
- (b) Offer or sell Products or to provide, produce, perform, or render Services for Youth Customers only for the following sports (collectively, the “**Authorized Sports**”) as determined by our System Standards:

2.2 **Location**

You must locate the offices of your My City Allstars Franchise within your territory (the “**Territory**”) unless otherwise approved by us and you must not sell, provide, render or distribute the Products or provide the Services outside of your Territory without our prior written consent. Before opening your Franchise, you must secure a venue in which to operate the camp that we approve in writing

2.3 **Term**

Your grant to own and operate as a My City Allstars Franchise begins on the Agreement Date and ends on the tenth (10th) anniversary of the Agreement Date (the “**Term**”), unless sooner terminated pursuant to this Agreement. The word “**Term**” means the initial time period and any renewal or extension of that time period, unless the context is otherwise.

2.4 **Renewal**

You have the right to renew this Agreement for one additional ten-year period, provided you have met the following conditions:

- (a) You have notified us of your intention to renew this Agreement in writing at least 180 days prior to expiration of the current term;
- (b) You have completed, to our satisfaction, prior to the expiration of the then-current term, all maintenance or upgrading of required hardware and software, necessary to bring the My City Allstar Franchise and all equipment into full compliance with our then-current System Standards and specifications;
- (c) You are not in breach of any provision of this Agreement, or any other agreement between you and us, our affiliates, our approved/designated suppliers and vendors, and you have substantially complied with all such agreements during their respective terms;

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.37", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Line spacing: Multiple 1.01 li, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops:

Formatted: Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted ... [4]

Formatted ... [5]



(d) You have satisfied all monetary obligations you owe us, our affiliates,



~~(d)~~ approved/designated suppliers and vendors;

(e) You execute our then-current form of Franchise Agreement, the terms of which may vary substantially from the terms of this Agreement and may include, without limitation, increased royalty fees and advertising obligations;

~~(g)~~(f) You satisfy our then-current training requirements and then-current financial qualifications for renewing area developers at your sole expense, including paying the then-current training fee for any required training, as of the date of such renewal, if any;

~~(h)~~(g) You and your owners sign a general release within sixty days after their delivery to you, in the form we prescribe in favor of us and our affiliates, shareholders, officers, directors, employees, agents, successors and assigns, for all claims arising out of or related to this Agreement or any related agreements with us or our affiliates. The release will not be inconsistent with any applicable state statute regulating franchises; and

~~(i)~~(h) You pay a renewal fee equal of Ten Thousand Dollars (\$10,000) no later than thirty days prior to the expiration date of this Agreement. In addition, we have the right to charge you for services we render to you and expenses we incur in conjunction with the grant of a renewal. Payment of those charges is due upon your receipt of our invoice.

2.5 **Full Term Performance**

You agree to perform your obligations under this Agreement faithfully and honestly, and to continuously exert your best efforts to promote and enhance your My City Allstars Franchise and the System, for the full term of this Agreement. Furthermore, you agree not to engage in any other business or activity that may conflict with your obligations under this Agreement. You must not offer any other line of business, services or products without our prior written consent. Unless otherwise permitted by us to not do so, either

(a) you or (b) the individual you have designated to manage the day-to-day business operations of your My City Allstars Franchise and that we have approved in writing (your “**Key Manager**”), must actively operate the My City Allstars Franchise on a “full- time” basis consisting of normal business hours. You may use the Marks, the Copyrights and the System only for purposes of operating as a My City Allstars Franchise for the marketing and sale of, and to perform, render, provide or distribute, the Products and the Services in accordance with this Agreement and our System Standards.

3. **TERRITORIAL RIGHTS AND RESTRICTIONS**

3.1 **Exclusivity / Restrictions**

During the Term of this Agreement, we will not own or operate, or license a third party the right to own or operate, another My City Allstars Franchise offering any of the Authorized Sports you are authorized to offer, within your Territory. We will not provide, or license a third party the right to provide, any Authorized Sports at any location within your Territory. You agree and acknowledge that any Customers residing or otherwise located within your Territory may elect to participate in any Authorized Sports or Events at any location, whether inside or outside of your Territory. Unless you obtain our prior written consent, you must not sell, distribute, perform, render or provide the Products or the Services: (i) to Customers for whom you are not authorized; (ii) in connection with any Authorized Sports, Events, venues, leagues or other business that are located outside of your Territory; (iii) in connection

Formatted: Body Text,
Indent: Left: 1.32", Right:
0.13", Space Before: 2.9 pt,
No bullets or numbering,
Don't allow hanging
punctuation

Formatted: Justified,
Indent: Left: 0.98",
Hanging: 0.33", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Body Text, No
bullets or numbering,
Don't allow hanging
punctuation

Formatted: Justified,
Indent: Left: 0.98",
Hanging: 0.33", Right:
0.31", Space Before: 0 pt,
Outline numbered + Level:
3 + Numbering Style: a, b,
c, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.94" + Indent at:
1.32", Don't allow hanging
punctuation, Tab stops:
1.32", Left

Formatted: Justified,
Indent: Left: 0.98",
Hanging: 0.33", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted ... [6]

Formatted ... [7]

Formatted ... [8]

Formatted ... [9]

Formatted ... [10]



with any sports other than your Authorized Sports defined in Section 1.1(b). You may not market the Products or Services outside of your Territory except in the event that a person from outside your Territory elects to become



a Customer of yours by participating in Events within your Territory, in which case you may employ Customer-specific direct marketing communication. Should you market any Products or Services or conduct any activity related to the Authorized Sports or Events outside of your Territory, not only will such actions constitute a default under this Agreement, but you must also disgorge all monies paid to you on account of carrying out such activities to the National Brand Fund (as described in Section 12 of this Agreement).

3.2 **Rights We Reserve**

We and our affiliates reserve the right to: (i) own and operate My City Allstars Franchises, or license third parties the right to own and operate My City Allstars Franchises, utilizing the Marks and System at any location outside of your Territory; (ii) own and operate, and license third parties the right to own and operate, My City Allstars Franchises that offer sports other than the Authorized Sports at any location; (iii) own and operate businesses, or license third parties the right to own and operate businesses, under marks that are different than the Marks at any location(s) inside or outside of your Territory; (iv) send out marketing materials, and otherwise promote the My City Allstars brand, Marks and System and various Events and Authorized Sports offered, at any location utilizing the Marks (including sending emails and other materials to Customers with links to our Website so such Customers can determine what Events, venues and leagues are being conducted near the zip code they input); (v) utilize the Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including products and services authorized for My City Allstars Franchises and related merchandise under the Marks or other marks ("Proprietary Products") through wholesale and retail outlets, via the Internet, and through mail order catalog, without regard to location; (v) retain some or all of the profits derived from the sale of Online Retail Products and distribute to My City Allstars Franchisees some or all of those monies on a periodic basis and according to the rules we establish; and (vi) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in this Agreement. In addition, if you fail or refuse to offer an Authorized Sport at any time in your Territory, then we, or a third party we designate (including another Area Developer) may offer such sport in your Territory, and you will not be entitled to any compensation in connection with such activity.

3.3 **Territorial Rights**

You agree that we have the right to solicit Customers located in your Territory, whether or not you currently sell, distribute, render, perform or provide the Products, the Services or other products or services to them. We may do so without violating any of your territorial rights as described in this Agreement.

3.4 **Other Channels of Distribution**

You acknowledge and agree that certain of our and our affiliates' products and services, whether now existing or developed in the future, may be distributed in your Territory by us, our affiliates, or our area developers, licensees, or designees, in such manner and through such channels of distribution as we, in our sole discretion, will determine. Such alternate channels of distribution include, but are not limited to, the sale of Proprietary Products and other youth sports related products through wholesale and retail stores, via the Internet, telemarketing or other direct marketing sales, and through mail order catalog, without regard to location using the Marks or any other marks. You understand that this Agreement grants you no rights: (i) to distribute products or services as described in this Section 3.4; or (ii) to share in any of the proceeds received by any such party therefrom.

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left



3.5 **Minimum Performance Standard**

Beginning one (1) year from signing this Agreement, you must meet a minimum performance standard in connection with the operation of your My City Allstars Franchise (the “Minimum Performance Standard”). The Minimum Performance Standard is that you must: (i) generated a minimum gross revenue of \$144,000 per year and we expect that you will continue to generate this minimum revenue after each summer camp season. We also require you to run each camp for a minimum of four (4) weeks, with an average of 120 enrolled campers and charge a minimum fee of \$300 per week per camper

If you do not meet the Minimum Performance Standard, we may require you to attend our then- current remedial training program (at the location we designate). If you refuse to attend this remedial training, we may either: (a) terminate your exclusive rights to the Territory and sell the Products and Services directly or through others; (b) reduce the scope of the geographic area comprising the Territory in which you will have exclusive marketing rights; (c) reduce the number of Authorized Sports or authorized Customers, or (d) terminate this Agreement upon notice.

3.6 **Territory Expansion Fee**

During the term of this Agreement, we may approve the purchase of additional territory up to a maximum of 79,999 children by paying the then-current Territory Expansion Fee for the additional territory and signing an Addendum to this Agreement. Currently, the Territory Expansion Fee for additional territory is \$5,000 for each additional 5,000 children in population for the ages of 18 and under.

The minimum population that can be purchased is 5,000 children. A zip code with fewer children must be bundled with other zip codes bringing the total number of children to or above 5,000, or the zip code may not be purchased. If a franchisee wishes to purchase a zip code with more than 5,000 children, then the purchase price will equate to \$1.50 per child.

4. **FEES AND PAYMENT**

4.1 **Franchise Fee**

In consideration of the franchise granted to you by us, you must pay us an initial franchise fee of \$55,000 (the “Franchise Fee”) upon execution of this Agreement.

4.2 **Discount on Initial Fees**

In certain circumstances, we will discount the initial fees due. The discounts available are as follows: if you are a U.S. military veteran and you qualify under the International Franchise Association’s VetFran Discount Program, we will discount the Franchise Fee by Five Thousand and Five Hundred Dollars (\$5,500); or (b) if you are a current or retired educators with a minimum of three years of teaching experience we will give you a discount of ten percent (10%) off the then-current Franchise Fee.

4.3 **No Financing by Us**

We do not offer financing in connection with your My City Allstars Franchise.

4.4 **Payment Terms**

The Franchise Fee is due in full upon execution of this Agreement, are non-refundable, and are deemed fully earned upon payment in consideration of administrative and other expenses we incur in granting the franchise and for our lost or deferred opportunity to franchise others.

Formatted: Heading 6,
Indent: Left: 0.57",
Hanging: 0.31", Space
Before: 2.9 pt, Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:

Formatted: Heading 6,
Indent: Left: 0.26",
Hanging: 0.37", Line
spacing: Exactly 12.6 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.63", Left

Formatted: Heading 6,
Indent: Left: 0.19",
Hanging: 0.25", Outline
numbered + Level: 1 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.32" +
Indent at: 0.57", Don't
allow hanging
punctuation, Tab stops:

Formatted: Indent:
Hanging: 0.35", Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:

Formatted ... [11]

Formatted ... [12]

Formatted ... [13]



4.5 **Royalty Fees**

You must pay to us a royalty fee (the “Royalty Fee”), which is due on the 1st of each month for the previous month’s collections. The Royalty Fee is the greater of: (a) seven percent (7%) of the Gross Revenue for the immediately preceding period; or (b) a minimum annual amount of \$10,000 per year whichever is greater.

4.6 **National Brand Fund Contributions**

You must pay us a contribution to the National Brand Fund that we establish, which is billed on a daily basis with the minimum being applied at the end of the month if the minimum is not exceeded, that amounts to the greater of: (i) one percent (1%) of Gross Revenue for the immediately preceding period; or (ii) a minimum of \$3,000 per year (the “National Brand Fund Contribution”). The minimum described in this Section does not take effect until sixty (60) days from the last day of Initial Training and is currently payable via Electronic Funds Transfer. We may change the payment day or interval and/or manner of payment as we deem appropriate in our discretion.

4.7 **Technology Fee**

You must pay to us, or a third party that we designate, a technology fee for various technology services that we will provide or arrange for third parties to provide, which services are subject to change over time (a “Technology Fee”). Currently, the Technology Fee is \$250 per month from the date that you open your My City Allstar Franchise for business and will be billed monthly in arrears. We reserve the right to increase the Technology Fee by providing you with written notice of any change at least 30 days prior to the implementation of the new fee amount. The Technology Fee currently includes fees related to your maintenance, licensing, access to and usage of our designated software, our intranet, and the system website. We may add, delete, or otherwise modify the products and services that are included in the Technology Fee.

4.8 **Gross Revenue**

The term “Gross Revenue” means all revenue derived from operating your My City Allstars Franchise, including, but not limited to, all amounts you or we receive in connection with your My City Allstars Franchise at or away from the My City Allstars Franchise from: the sale, distribution, rendering, performing or provision of the Products or the Services and any other products, services or activities whatsoever including any that are in any way associated with the System, Marks or Copyrights; or the use, leasing, barter or sale of any Products or Services, and whether from cash, check, barter, credit or debit card or credit transactions, including the redemption value of gift certificates redeemed by you regardless of whether such gift certificates are issued by you or someone else; but excluding: (a) all federal, state or municipal sales, use or service taxes collected from Customers and paid to the appropriate taxing authority; (b) Customer refunds, adjustments, credits and allowances actually made by the My City Allstars Franchise, if approved by us; (c) complimentary Products or Services actually provided to Customers or others, if approved by us; (d) the value of gift certificates and the amounts paid for them; (e) the amount of over-rings, allowances, discounts to Customers, tips to employees, if approved by us (including discounts attributable to coupon sales, provided they have been included in Gross Revenue); (f) isolated sales of non-inventory items or the bulk sales of the business itself; and (g) any amounts we receive from third parties indirectly related to your My City Allstars Franchise which we designate in the Manuals as payments to us (like certain fees from Approved Suppliers under Approved Supplier Agreements).

4.9 **Revenue Reports**

In the event that we are not able to independently and remotely access your Computer System and/or Software as necessary to obtain the Gross Revenue and/or any

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 2.9 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left



other financial information or Customer data related to the operation of your My City Allstars



Franchise at any time during the term of this Agreement, then you will be required to submit a signed Network Report setting forth Gross Revenue generated during the immediately preceding calendar month (or other period that we prescribe in writing), (b) your calculation of the Royalty and Advertising Fee (as described below), (c) a list of the My City Allstars Franchise's present and prospective clients, (d) jobs completed and in progress, and (e) any other information we may reasonably request. We may change the form and content, as well as the reporting interval, associated with the Network Report periodically.

4.10 **Manner of Payment**

The Royalty Fee, Technology Fee, and National Brand Fund Contribution must currently be paid: (a) on a monthly basis (b) if the total amount in Royalty Fees and National Brand Fund Contribution does not exceed the required minimums as of August 31, per calendar year, the difference must be reconciled by September 15, and (c) via an electronic funds transfer program (the "EFT Program"), under which we automatically deduct all payments owed to us under this Agreement, or any other agreement between you and us, from your bank account. We may, with written notice, designate another method of payment, payment day or payment interval. You must deposit all revenues from operating the My City Allstars Franchise into one bank account within one (1) day of receipt, including cash, checks, and credit card receipts. Before opening the My City Allstars Franchise, you must provide us with your bank's name, address and account number, a voided check from such bank account, and sign and give to us and your bank, all documents, including Attachment "E" to this Agreement, necessary to effectuate the EFT Program and our ability to withdraw funds from such bank account via electronic funds transfer. You must immediately notify us of any change in your banking relationship, including changes in account numbers. We reserve the right to require you to pay any fees due under this agreement by such other means as we may specify from time to time. If we have required that you submit a Network Report (as described under Section 4.8) and this report has not been received within the time period required by this Agreement, then we may process an EFT for the subject week based on the most recent Network Report provided by you to us, provided, that if a Network Report for the subject period is subsequently received and reflects (i) that the actual amount of the fee due was more than the amount of the EFT, then we will be entitled to withdraw additional funds through EFT from your designated bank account for the difference; or (ii) that the actual amount of the fee due was less than the amount of the EFT, then we will credit the excess amount to the payment of your future obligations.

4.11 **Insufficient Funds Fee**

We shall have the right to charge you an insufficient funds fee of \$25.00 per occurrence for insufficient EFT funds. Three (3) or more charges of insufficient funds fee within any twelve (12) month period will be a default under this Agreement.

4.12 **Interest on Late Payments**

If any fee or other payment due to us or our affiliates under this Agreement is not paid on or before its due date, you agree to pay us, in addition to the overdue amount, interest on any overdue payment at the rate of 18% per year or the highest contract rate allowable by law, whichever is less. Interest on any overdue amount shall accrue from the original due date until payment in full is received. Interest as enumerated in this Section 4.14 shall also apply to any understated amounts as revealed by an audit of your financial records. You acknowledge that this Section 4.14 is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, your My City Allstars Franchise. You further acknowledge that your failure to pay all amounts that you owe us when due

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.34",
Space Before: 0.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left



constitutes grounds for our terminating this Agreement under Section 19 of this Agreement, notwithstanding this



Section.

4.13 **Late Charges and Reimbursement of Costs Related to Non-Compliance**

- (a) **Late Charges.** In addition to applicable interest on any overdue payment, you also agree to pay to us a late charge equal to 5% of the overdue amount.

- ~~(b)~~
(e) **Reimbursement of Costs Related to Non-Compliance.** In the event you fail to comply with our purchasing or brand compliance requirements for the first time, we will provide you with a warning letter detailing your non-compliance. If you do not correct or cure this non-compliance within the time stated in the letter, then we have the right to issue you a default letter (in addition to all other rights set forth in this Agreement). In addition to correcting or curing the non-compliance or default within the time period described in the letter, you will also be required to reimburse us the sum of up to \$1,000 per incident to cover the administrative costs

- (b) incurred by us as a result of your non-compliance. Based on the severity of the violation, we reserve the right to issue you a default letter without providing you with a warning letter.

- ~~(d)~~(c) All fees detailed in this Section 4.14 are due immediately upon demand, and you agree that we may automatically debit these fees from your account via EFT.

5. **TRAINING**

5.1 **Initial Training**

Prior to opening your My City Allstars Franchise, you and up to two (2) people per franchise, who ordinarily should be you, your Operating Principal, and your Key Manager must attend and successfully complete the Initial Training ("Initial Training") we hold for My City Allstars Franchise owners and their staff. We expect that the Initial Training classes will take approximately 3-5 days and will be instructed virtually. However, we may provide portions of the initial training program at our facility or other locations we designate, if needed. The materials used in our training program will include the Operating Manual, power point presentations, online videos and documents, and in-person or virtual live training presentations. You must pay all travel expenses incurred in connection with such Training, including travel, lodging, meals, local transportation expenses, and wages.

Actual dates of Training are subject to change at any time and we assume no responsibility for any costs incurred by you or attendees as a result of such changes.

5.2 **Additional Training**

We may require you, or your managers, principal owners, Camp Personnel, or other staff to attend additional, periodic or refresher training courses at locations we designate from time to time ("**Additional Training**"). We will charge you, our then-current fee, which is presently between \$1,000- \$2,000 per person which must be paid to us upon our invoice to you. You are responsible for all of your and your personnel's wages, travel, living and miscellaneous expenses incurred in connection with such Additional Training. You must also pay all expenses incurred by the trainer in connection with providing this Additional Training, including but not limited to travel, lodging, meals, and local transportation. We may limit certain aspects of the training to you, your principal owners or Camp Personnel and other aspects of training may be provided to all of your Trainees.

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Justified,
Indent: Left: 0.92",
Hanging: 0.4", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Justified,
Indent: Left: 0.92",
Hanging: 0.4", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Justified,
Indent: Left: 0.92",
Hanging: 0.4", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Heading 6,
Space Before: 0.05 pt,
Outline numbered + Level:
1 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.32" + Indent at:
0.57", Don't allow hanging
punctuation, Tab stops:
0.57", Left

Formatted ... [14]

Formatted ... [15]



5.3 **Additional Assistance**

To the extent we deem appropriate, if we provide you additional assistance of the type we designate in the Manuals as subject to additional assistance fees, at any location we

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:



designate or approve in your Territory, you will pay to us our then-current per diem fee for each person we train or provide in connection with such additional advice or assistance, plus you must pay for travel, meals and lodging for them. If we provide Additional Training at any location in your Territory, you will pay to us the fees as we designate from time to time for Additional Training per day (per trainer), plus any travel, meals and lodging expenses incurred by the trainer(s). If we require you or your personnel to travel to a location outside of your Territory, or if the trainer is training other My City Allstars Franchise at the same time as your My City Allstars Franchise, you must pay to us our then current Additional Training Fees for training outside of your Territory or joint training. These fees are fully earned and non-refundable when paid.

5.4 **Annual Conference**

We may, in our discretion, hold an Annual Conference at a location to be selected by us. We shall determine the topics and agenda for the conference to serve the purpose among other things, of updating area developers on new developments affecting area developers, exchanging information between area developers and our personnel regarding All Franchise operations and programs, and recognizing area developers for their achievements. We require you to attend the Annual Conference and to pay our then- current registration fee whether or not you attend. All expenses, including you and your employees' transportation to and from the Annual Conference, and lodging, meals, and salaries during the Annual Conference, are your sole responsibility. We may use contributions from the National Brand Fund for purposes related to the Annual Conference, including costs related to productions, programs, and materials.

6. **CAMP PERSONNEL**

6.1 **Personnel Development**

You must, in accordance with our System Standards and to the extent we designate from time to time, recruit, train and develop, as employees or independent contractors, the Event coordinators, umpires, referees, coaches, operations staff, and any other personnel as may be needed to distribute the Products or render, provide or perform the Services (the “Camp Personnel”).

6.2 **Compensation**

You will decide the compensation to be paid your Camp Personnel, and any such compensation is subject to the conditions we impose under this Agreement for eligibility, chargebacks, timing of payment, and the like. However, we will not be responsible for payment of any Compensation to you, any sales associates, Camp Personnel, or other staff. You must pay the compensation due your Camp Personnel, and other employees, subject to all conditions of this Agreement.

6.3 **Confidentiality Agreements**

Your principal owners who we train, employees or managers we designate, including each of your sales personnel and Camp Personnel, must sign a Confidentiality Agreement (“**Confidentiality Agreement**”). We have created the Confidentiality Agreement to assist you in complying with your obligation to obtain signed agreements from your personnel and others to protect our Confidential Information. However, it is your obligation to have the form reviewed by your local attorney and otherwise to ensure it is valid and enforceable under applicable law. We make no promises or guarantees concerning the Confidentiality Agreement; that is your responsibility

6.4 **Indemnification**

You will indemnify us, hold us harmless from, and defend us against any and

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Outline numbered + Level:
1 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.32" + Indent at:
0.57", Don't allow hanging
punctuation, Tab stops:
0.57", Left

Formatted: Indent:
Hanging: 0.35", Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:

Formatted ... [16]



all liabilities, losses, expenses, and obligations that we may incur related to any of your Camp Personnel , other staff arising out of any claim, cause of action, complaint,



proceeding (in litigation, arbitration, mediation or administrative) relating to your obligations to pay them any compensation, remuneration or other employment relationship with the Camp Personnel other staff or Customer Liaisons, unless and solely to the extent we have not paid them compensation otherwise due under this Agreement without right of setoff. You and we understand and acknowledge that we are under no obligation or liability to any of your sales associates, Camp Personnel, other staff for any remuneration, compensation, commission, employment or any other duty, responsibility, liability or obligation. Your indemnification obligations: (i) include reimbursement to us of any and all of our attorneys' fees and costs in defending any such claim from your sales associates, Camp Personnel, other staff or Customer Liaisons, and (ii) survive expiration or termination of this Agreement.

6.5 **Other Agreements**

(a) **Routine Maintenance and Upgrades.** You are required to maintain and upgrade at your expense all equipment related to the operation of the franchised business on an as-needed basis. All maintenance deficiencies identified by us shall be addressed immediately. Failure to do so will be a default under this Agreement.

(b) **Customer Complaints.** You must answer all customer complaints within twenty-four (24) hours of receipt and otherwise follow our standards and specifications set forth in the Manual regarding customer complaints. You must forward a copy of the customer complaint and your answer to us.

(c) **Complaint Notification.** You must contact us immediately (as soon as possible but no later than six hours) if a customer complaint or other issue has resulted in an inquiry or report by the media or government, and you will work with us to prepare a response.

7. **BUSINESS EXPENSES**

You must pay all of your own business expenses in connection with the operation of your My City Allstars Franchise, the operation or development of Events, the marketing, sale and distribution of the Products and the marketing, sale, performance, provision and rendering of the Services pursuant to this Agreement. You are responsible for paying for any supplies or any other Business Materials or the Services that you need or that we designate for use by us, and we are not responsible for reimbursing you for any of such items. These expenses include internet access, internet connection, merchant account service fees, a general, business telephone number (which may be your cell phone number.)

8. **MANUALS AND GUIDANCE**

8.1 **Manual**

During the Term, we will provide you with access to our operations manual or other publications in which we designate our System Standards (collectively, the “**Manual**”) via our intranet portal or other digital format. At our option, we may make the Manual (or parts of it) accessible to you via electronic format or otherwise via the Intranet/Internet. The Manual will contain, among others: suggested prices for the Products and Services; pricing for marketing and delivery of certain marketing materials; mandatory and suggested specifications, standards; billing practices; insurance requirements; rules governing the use of operation of the My City Allstars Franchise, including the Computer System, ecommerce, marketing, sale, distribution and performance, rendering or provision of the Products and the Services; and operating procedures which we prescribe from time to time for My City Allstars Franchises (“**System Standards**”), as well as information about other obligations you have in the operation of a My City Allstars Franchise. The

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:

Formatted: Justified,
Indent: Left: 0.94",
Hanging: 0.22", Line
spacing: Exactly 12.6 pt,
Outline numbered + Level:
3 + Numbering Style: a, b,
c, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.94" + Indent at:
1.32", Don't allow hanging
punctuation, Tab stops:
1.16", Left

Formatted ... [17]

Formatted: Heading 6,
Outline numbered + Level:
1 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.32" + Indent at:
0.57", Don't allow hanging
punctuation, Tab stops:
0.57", Left

Formatted: Heading 6,
Justified, Outline
numbered + Level: 1 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.32" +
Indent at: 0.57", Don't
allow hanging
punctuation, Tab stops:

Formatted: Indent:
Hanging: 0.35", Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:



Manual may be modified by us from time to time to reflect changes in the System Standards. Our revisions to the Manual will be



effective on delivery to you (including via electronic format), unless we specify a later effective date for a particular revision. You must keep your copy of the Manual current by (if printed) immediately inserting all new and modified pages we furnish to you (or by periodically monitoring changes to any electronic format version). If a dispute develops with respect to the contents of the Manual, the master copy we maintain at our principal office (or the electronic version of the Manual we designate) will be controlling. You must keep the Manual in a secure location. You must not:

- (a) permit any part of the Manual to be copied, transmitted, "posted" or downloaded;
- (b) disclose it or any of its contents to anyone not having a need to know its contents for purposes of operating your My City Allstars Franchise; and/or
- (c) remove it from your business office without our permission.

8.2 Guidance and Assistance

During the Term of this Agreement, we will from time to time furnish you guidance and assistance with respect to the System Standards. This guidance and assistance will be furnished in the form of the Manuals, bulletins, written reports and recommendations, other written or electronic materials, telephone consultations, electronic mail, training programs, meetings, conferences and/or personal consultations at our offices, your offices or at a mutually convenient place. As we determine necessary from time to time, our guidance and assistance may relate to:

- (a) the marketing of the services offered by My City Allstars Franchise and the use of System Standards;
- (b) coordinating the activities of all My City Allstars Franchises, and individual or related Events;
- (c) establishing and conducting employee and Customer Liaison training programs;
- (d) development and implementation of local advertising and promotional programs;
- (e) furnishing information dealing with trends and developments in the laws and regulations affecting the amateur, youth sports and recreation, leagues, camps, tournaments, child development, after-school programs, sports clinics and other sports and parks and recreation- related industries
- (f) types, supplies and methods of our approval process for Business Materials or Services;
- (g) operation of and coordination with parks and recreation management programs;
- (h) awards distribution and achievement programs for Customers;
- (i) rules and regulations for Events and methods for automated division alignment, scheduling and the management and reporting of league, tournament, sporting clinics and other Event- related statistics and standings
- (j) changes in any of the above that may occur from time to time.

8.3 Approved Equipment and Supplies

We may designate or require our approval of the types, models, formats, providers, performers or suppliers of any Products or Services, and any of the

Formatted: Justified, Indent: Left: 0.94", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops:

Formatted: Indent: Left: 0.94", Hanging: 0.38", Right: 0.33", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops:

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.38", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops:

Formatted: Body Text, Space Before: 0.3 pt, No bullets or numbering, Don't allow hanging punctuation

Formatted ... [18]

Formatted ... [19]

Formatted ... [20]

Formatted ... [21]

Formatted ... [22]

Formatted ... [23]

Formatted ... [24]

Formatted ... [25]

Formatted ... [26]

Formatted ... [27]

Formatted ... [28]

Formatted ... [29]



equipment, uniforms, jerseys, t-shirts, awards, trophies, insurance carriers, supplies,
bookkeeping, financial



benchmarking, and other financial services, employee benefit plans, merchant accounts and gateway services, and other services, assets, products, or materials utilized by you to operate your My City Allstars Franchise, which we may change, alter, or amend from time to time (collectively, “**Business Materials or Services**”). Currently, you are required to order through us certain apparel and other business materials as we may specify from time to time, which will be drop shipped directly to you from our designated supplier. We reserve the right to derive revenue from your required purchases ordered through us. We may designate or require our approval of suppliers of Business Materials or Services. We may require that you, at your expense, enter into agreements (“**Approved Supplier Agreements**”) with approved or designated suppliers of Business Materials or Services (“**Approved Suppliers**”) under which we receive remuneration from the Approved Suppliers based on purchases from them. We will notify you within 120 days if we reject or approve the proposed Approved Supplier. If we do not notify you of our decision within 120 days, we are deemed to have rejected the proposed Approved Supplier.

8.4 **Approved Supplier Program(s)**

We have the right to negotiate programs with certain Approved Suppliers so that My City Allstars Franchises may receive preferred pricing, delivery, credit or other terms that we deem are favorable (each, an “**Approved Supplier Program**”). You are required to participate in any Approved Supplier Program(s) we designate, and you must (a) comply with the rules and policies of such Approved Supplier Program(s) (the “**Program Rules**”), and (b) sign all agreements we or the Approved Suppliers require in connection with such program(s) (the “**Approved Supplier Agreements**”). We may terminate your participation in the Approved Supplier Program without terminating this or any other Franchise Agreement if you breach any agreement with us or an Approved Supplier or otherwise fail to comply with the Program Rules.

9. **SYSTEM TECHNOLOGIES**

9.1 **Computer System: Mobile Phone**

You must, in the manner we designate, acquire, license and use, in developing and operating your My City Allstars Franchise a laptop computer with wireless internet access and communications system, as well as the other computer services, components, equipment, computer hardware, telecommunications equipment, and software designated or approved by us from time to time, that we designate as part of your Computer System.

- (a) The Software designated by us in connection with and as part of the Computer System will include billing, administrative, business management, e-commerce, Product purchase and distribution, customer registration field and facility management tools, and sports statistics and standings tracking functions, or services we designate or approve.

- (b) We may require you to obtain as part of the Computer System specified computer and communications hardware, equipment, components or Software and services (like high-speed internet: DSL, Fiber, T-1, Cable or ISP) and may reasonably modify our specifications for and components of the Computer System from time to time. Our modifications and specifications for components, equipment, services, operating or communications and Software of the Computer System may require you to incur cost to purchase, lease or license new or modified Software or computer or communications hardware, equipment, components or software and to obtain

Formatted: Heading 6, Indent: Hanging: 0.35", Space Before: 0.05 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Heading 6, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.32" + Indent at: 0.57", Don't allow hanging punctuation, Tab stops: 0.57", Left

Formatted: Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops:

Formatted: Justified, Indent: Left: 1.07", Hanging: 0.25", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left



service and support for the Computer System during the Term of this Agreement. As part of or as otherwise in connection with your



(b) —

(e) Computer System, we require you to utilize a merchant account and gateway services provided by an Approved Supplier. You agree to incur such costs in connection with obtaining the computer or communications hardware, equipment, components, services and Software comprising the Computer System (or additions or modifications) operating it in accordance with our System Standards and ensuring that it is compatible with, and capable of participating in and performing the functions we designate, operating and engaging in any form of e-commerce we designate or approve, as long as the Computer System we specify for use is the same Computer System that we or our affiliates then currently use in My City Allstars Franchises that we or they own and operate. Within sixty (60) days after you receive notice from us, you must obtain the components of the Computer System that we designate and require. The Computer System must be capable of connecting with our Computer System, performing the functions we designate, permitting us to review the results of your My City Allstars Franchise's operations, and engaging in any e-commerce activities that we designate or approve. We also have the right to charge you reasonable systems fees for modifications of and enhancements made to any proprietary software that we license to you and other maintenance and support services that we or our affiliates furnish to you related to the Computer System.

(c) You will also be required to obtain a mobile smart phone and maintain a contract with a service provider (e.g., Verizon, AT&T) for that smart mobile phone throughout the term of this Agreement, all of which meet our System Standards and specifications as set forth in the Manual or otherwise in writing. This mobile phone must be used in connection with your My City Allstars Franchise.

9.2 Computer System Updates and Support Services

During the Term of this Agreement, we will provide limited Software support services to the extent we deem practicable in the manner we designate from time to time in the Manual. All updates, patches, bug fixes, modifications, enhancements and new versions of the Software and all other deliverables and work product we develop for such Software and My City Allstars Franchises provided to you will be subject to the terms and conditions of this Agreement, unless otherwise expressly agreed in writing by us. Our Software support services for such Software, if any, extend only to the Software free of any additions or modifications that have not been made by us or our agents, or approved by us in writing. Further, such support services extend only to the most current version of the Software as used on or in the hardware, platforms and operating environment(s) designated by us for use with the Software. Our software and support services also do not include the following and we have no responsibility or liability for:

- (a) Addressing errors, defects, or damage in or to the Software resulting from causes other than those arising in the ordinary permitted use of the Software, or from the use of third-party software, firmware or data, or from the use of hardware not meeting our minimum recommended configuration;
- (b) Providing hardware-related services; Providing training to your personnel except as described in this Agreement; or
- (c) Developing or otherwise providing you with additional features, functionality, or customizations to the Software.

Formatted: Body Text, Justified, Indent: Left: 1.38", Right: 0.31", Space Before: 2.9 pt, No bullets or numbering, Don't allow hanging punctuation

Formatted: Justified, Indent: Left: 1.01", Hanging: 0.31", Right: 0.31", Space Before: 0.05 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.31", Right: 0.31", Line spacing: Multiple 1.01 li, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops:

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.31", Right: 0.3", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.25", Left

Formatted ... [30]



9.3 **Your Responsibility**

You agree to fully cooperate with us in the performance of our Software support services, including by providing us with such timely, accurate and complete information and

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left



reasonable access to your personnel and facilities as we may require or request. To the extent you delay or fail to satisfy your obligations to us, we will be relieved of our obligations under this Agreement.

9.4 **Discontinuation of Use**

We will have no responsibility for: (a) any use of the Software after we have notified you to discontinue use; (b) the combination or use of the Software with content, assets, technology or other materials not supplied by us; or (c) alteration of the Software or use of a version of the Software that has been superseded by a newer version.

9.5 **Websites and E-Commerce**

~~(b)~~^(a) Except as approved in advance in writing by us, you may not establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with your My City Allstars Franchise, on any social media site (such as Facebook, Twitter, LinkedIn, Pinterest, Instagram, Snapchat, Google My Business, Yelp, YouTube or any other networking site). Any such Internet website or presence is considered “advertising” and must be approved by us prior to use, as described in Section 12.1 of this Agreement. If we permit you to establish one or more of the above online presences on the Internet, you must: (i) establish and operate the website in accordance with System Standards and any other policies regarding social media and/or Internet usage generally that we designate in the Manual or otherwise in writing from time to time; (ii) utilize any templates that we provide to you to create and/or modify such site(s); and (iii) remove any content that is posted or otherwise displayed (whether by you or a third party) on such website, social media page or other Internet presence that does not comply with our System Standards or then-current policies within two (2) days of the date you receive our removal request in writing.

~~(e)~~^(b) We have the right to establish and maintain a website, that may, without limitation, promote the Proprietary Marks and/or the System (the “**Website**”), including the contact information of your My City Allstars Franchise. We have sole control over all aspects of the Website, including without limitation its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We also have the right to discontinue operation of the Website at any time without notice to you. We have the right to modify our policies regarding your use of social media and Internet websites in connection with your My City Allstars Franchise as we deem necessary or appropriate in the best interest of the System. We are the sole registrant of the Internet domain name www.MyCityallstars.com as well as any other Internet domain names that we or our affiliates register in the future. You must not register any Internet domain name that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words, unless we provide our prior written consent.

^(c) You must, at your expense, operate certain aspects of the My City Allstars Franchise that we designate from time to time through the e-commerce methods and channels that we designate, and in the manner we designate from time to time. You may not (i) accept any payments or funds from any Customer of your My City Allstars Franchise, (ii) engage in the sale of any Products of Services, or (iii) otherwise participate in any e-commerce in connection with

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Justified,
Indent: Left: 0.94",
Hanging: 0.37", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Justified,
Indent: Left: 0.94",
Hanging: 0.37", Right:
0.31", Space Before: 0.05
pt, Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left



your My City Allstars Franchise, through any website/channel other than the specific website/channels that we specify or approve in writing. We may require that you provide Customers



(d) of your My City Allstars Franchise access to certain e-commerce activities that we designate from time to time, and may require that your Customers purchase the Products and the Services directly from us through a website or portal designated by us. If we do so, we will allocate Gross Revenue to you or other My City Allstars Franchises from such purchases to you in the manner we designate from time to time in our System Standards, subject to our System Standards. You must follow all of our policies and procedures for the use and regulation of e-commerce.

Formatted: Body Text, Justified, Indent: Left: 1.31", First line: 0", Right: 0.36", Space Before: 2.9 pt, No bullets or numbering, Don't allow hanging punctuation

(e)(d) You may not use any other email address in connection with your My City Allstars Franchise other than those we provide to you, unless we provide our prior written consent. In addition to all other fees set forth in this Agreement, you specifically authorize us to deduct our then-current monthly service fee for each e-mail address we provide to you that contains any of our Marks (in either the local or domain part of the address).

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.37", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

(e)(e) We may require that you provide graphical, photographic, written or other forms of artistic or literary content to us for use in e-commerce activities associated with the Marks, the Copyrights or the System which we may designate.

(e)(f) You recognize and agree that between you and us, we own all rights to all interest in and to any data collected via e-commerce related to the System, the Copyrights and the Marks, including any Customer data, click-stream data, cookies, user data, hits and related information. This information is deemed by us to be and constitutes our Confidential Information.

Formatted: Justified, Indent: Hanging: 0.37", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops:

10. MARKS AND COPYRIGHTS

10.1 Ownership and Goodwill

You also recognize that various materials we give you are subject to copyrights we own or license from others. Your right to use the Marks and Copyrights is derived solely from this Agreement and is limited to the operation of your My City Allstars Franchise pursuant to and in compliance with this Agreement and all applicable standards and operating procedures we prescribe during the Term of this Agreement. If you make any unauthorized use of any of the Marks or Copyrights, it will constitute a breach of this Agreement and an infringement of our rights in and to the Marks or Copyrights. Your use of the Marks or Copyrights and any goodwill established by your use, will inure to our benefit exclusively. This Agreement does not confer any goodwill or other interests in the Marks or Copyrights on you (other than the right to operate your My City Allstars Franchise in compliance with this Agreement).

Formatted: Body Text, Space Before: 0.5 pt, No bullets or numbering, Don't allow hanging punctuation

10.2 Additional Marks

All provisions of this Agreement which apply to the Marks or the Copyrights will apply to any additional trademarks, service marks, commercial symbols, designs, artwork, trade dress, logos and other copyrights we may authorize and license you to use during the Term of this Agreement.

Formatted: Justified, Indent: Left: 0.95", Hanging: 0.37", Right: 0.31", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

10.3 Limitations on Use

You must use the Marks we designate as the sole trade identification of your My City Allstars Franchise; except that you must also identify yourself as an independent owner in the form we prescribe. You must not: (a) use any Mark or Copyright as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form; (b) use any Mark or Copyright or any commercial symbol similar to any Mark or the Copyrights in connection with

Formatted ... [31]

Formatted ... [32]

Formatted ... [33]

Formatted ... [34]



the performance or sale of any unauthorized services or products, or in any other manner we



have not expressly authorized in writing; (c) employ any of the Marks or the Copyrights in any manner that we have determined may result in our liability for any indebtedness or obligation of yours. You will display the Marks or Copyrights in the manner we prescribe at your My City Allstars Franchise and in connection with advertising and marketing materials, along with any notices of copyright, trademark and service mark ownership registrations that we specify. You will also be required to obtain any fictitious name, assumed name or “doing business as” registrations that may be required under applicable law.

10.4 **Infringements and Claims**

You must notify us immediately in writing of any apparent infringement of or challenge to your use of any Mark or Copyright, or claim by any person of any rights in any Mark or Copyright or similar copyright, trade name, trademark or service mark of which you become aware. You must not communicate with anyone except us and our attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take whatever action we deem appropriate. We have the sole right to control exclusively any U.S. Patent and Trademark Office, U.S. Copyright Office, litigation or other proceeding or any other litigation or other proceeding arising out of any infringement, challenge or claim relating to any Mark or Copyright. You must sign any documents, give any assistance, and do any acts that our attorneys believe are necessary or advisable in order to protect and maintain our interests in any litigation or proceeding related to the Marks or Copyrights or otherwise to protect and maintain our interests in the Marks or Copyrights. You may not, at any time, contest the validity or ownership of any of the Marks or Copyrights, or assist any other person in contesting the validity or ownership of any of the Marks or Copyrights.

10.5 **Discontinuance of Use**

If it becomes advisable at any time in our sole judgment for your My City Allstars Franchise to modify or discontinue the use of any of the Marks or Copyrights or for your My City Allstars Franchise to use one or more additional or substitute trademarks or service marks, you agree at your expense to comply with our directions to modify or otherwise discontinue the use of such Mark or Copyright, or use one or more additional or substitute trademarks or service marks, within a reasonable time after our notice to you.

10.6 **Consent**

You acknowledge and agree that we may grant franchises to others to operate My City Allstars Franchises using the Marks or Copyrights, in accordance with this Agreement. You agree that, whenever we may request from time to time, you will give your written consent to such use of the Marks and Copyrights by such My City Allstars Franchises.

11. **DUTIES AND RESPONSIBILITIES**

11.1 **Solicitation**

No sale of any Products or Services which we may designate from time to time is final until we accept it in writing or by such other method, that we designate. Although you solicit Customers for us and market the Services, the sales of certain of the Services and the Products we designate from time to time in the Manuals are made only by us. With respect to them, you do not have authority to bind us in any way and we may refuse any Customer or prospect. You agree to follow all of our policies and procedures we may develop from time to time in the Manuals for the consummation of sales of the Products or the Services.

11.2 **Sales Methods**

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:

Formatted: Heading 6,
Indent: Hanging: 0.34",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:

Formatted: Heading 6,
Indent: Hanging: 0.31",
Outline numbered + Level:
1 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.32" + Indent at:
0.57", Don't allow hanging
punctuation, Tab stops:
0.57", Left

Formatted: Indent:
Hanging: 0.35", Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:

Formatted ... [35]



You must follow our System Standards when marketing and selling the Products or the Services. You must not make any misrepresentations to prospective purchasers regarding the qualities of the Products or the Services or concerning us or our business. Moreover, you must not alter, modify, change or misrepresent the Products or the Services or their marketing materials in any manner whatsoever. Accordingly, in marketing, promoting, selling distributing, providing, rendering or performing the Products or the Services, you will not disseminate any information, or represent to prospective Customers or others, any information that conflicts with any of the materials we provide you to assist in the sale of the Services.

11.3 **Record Keeping**

In order for us to monitor your performance, you must keep and maintain full and accurate records of (i) your meetings with referral sources, Customers, venue/field/facility owners and prospects; and (ii) all Products sold or provided or Services sold or rendered. The records must include whatever information we consider necessary from time to time (and will include information relating to meetings, follow-up calls, etc.). We may require you to complete and transmit to us weekly and monthly reports detailing your activities. You must supply us with monthly reports due by the 5th day of each month following the end of the immediately preceding calendar month.

11.4 **Access to Facilities**

You must give us access to the Allstar Franchise for meetings with referral sources, venue/field/facility owners, and Customers, for meetings with us, or for us to meet with your staff. We may schedule mandatory meetings for you and/or your Camp Personnel or other staff at reasonable times after reasonable coordination efforts. You must follow the policies and procedures we periodically establish for operating procedures, record keeping and reporting and other matters.

11.5 **Marketing Support**

We will provide you with certain marketing materials including literature concerning the Products and the Services, descriptive literature, manuals, brochures and related information that we have designed or otherwise acquired to assist you in the market, sale and promotion of the Products and the Services. You must not use any other marketing materials unless we have approved them prior to your use, in writing.

11.6 **Delegation**

Although you may delegate some of your duties under this Agreement to your subordinate managers, Camp Personnel, or employees due to their relationships with the Customers, you remain fully responsible for your and their performance. You must use your best efforts to ensure that the sales associates or Camp Personnel do not cause a breach of this Agreement and meet the standards of customer service and support. You must (a) notify us of any manager(s) to whom you wish to delegate any day-to-day management of your My City Allstars Franchise, and (b) obtain our written approval of such manager, before that individual assumes any management responsibility with respect to your My City Allstars Franchise. You agree and acknowledge that we may condition our approval of a proposed manager on that individual's successful completion of our initial training program.

11.7 **Collections**

You must assist us in the collection of amounts owed to us by Customers for the Products or the Services sold by you.

11.8 **Liability Insurance**

Utilizing an Approved Supplier or insurance carrier acceptable to us, you are required

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 3.7 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted ... [36]



to procure and maintain at all times the following insurance policies at your expense:
(1)



comprehensive general liability insurance with a policy limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate or such greater amount as we may reasonably specify, covering claims for economic and property loss, injury, damage, death, and other losses arising directly or indirectly out of the franchised business; (2) risk property damage insurance with a policy limit of \$1,000,000 or such greater amount as we may reasonably specify, covering business personal property located on the premises; (3) commercial automobile liability insurance, including non-owned auto insurance, with a minimum policy limit of \$500,000 combined single limit with a \$2,000,000 excess policy or such amount as we may reasonably specify; (4) any legally required insurance (such as workers' compensation insurance and stop gap insurance if required); (5) liability and risk management coverage related to participation in a My City Allstars Franchise program and use of related equipment, gear, and facilities with a policy limit of \$2,000,000 per occurrence or such amount as we may reasonably specify; (6) professional negligence, errors and omissions media liability, and employer's liability with a policy limit of \$2,000,000 per occurrence or such amount we may reasonably specify; (7) sexual harassment coverage and other reasonable coverage to protect against claims against coaches, directors, franchisees and others with a policy limit of \$2,000,000 per occurrence or such amount as we may reasonably specify; (8) comprehensive casualty, fire and theft coverage in an amount sufficient to replace the My City Allstars Franchise; and any other insurance we may reasonably require. The cost of these policies will vary depending on the insurance carrier charges, terms of payment and your history. All insurance must be issued by an insurance carrier acceptable to us.

Our standards and specifications for insurance coverage are intended as "minimum" standards. Therefore, you should review your insurance coverage and policies with your insurance agent/broker to determine if additional coverage is necessary, appropriate or desired by you. If you fail to obtain the required insurance coverage, our System Standards currently provide that we may purchase it for you and charge you for doing so. We may change these insurance requirements, upon reasonable notice to you, to conform to reasonable business practices. Each insurance policy that is required under this Agreement must contain a provision that the policy cannot be cancelled, amended, renewed, or expired without at least 30 days prior written notice to us. Upon our request, you must submit a certification of insurance to us which demonstrates compliance with this Section.

11.9 **Compliance with Laws and Good Business Practices**

You will secure and maintain in force in your name all required licenses, permits, approval and certificates relating to the operation of the My City Allstars Franchise and each Event you operate, organize or develop the Products or the Services you market, sell, distribute, perform, render or provide. You will operate the My City Allstars Franchise in full compliance with all applicable laws, ordinances and regulations, including, without limitation, all government regulations relating to occupational hazards and health, parks and recreational activities, sporting and social activities, safety, privacy, worker's compensation insurance, unemployment insurance, event permitting, workplace safety, and withholding and payment of federal and state income taxes, social security taxes and sales taxes. You will, in all dealings with Customers, suppliers, us and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the System, the Marks and other Franchises.

11.10 **Required Telephone Numbers**



Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:

Formatted: Heading 6,
Indent: Left: 0.57",
Hanging: 0.39", Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:

You must have a general phone number (which may be your cell phone number) dedicated to your My City Allstars Franchise. You will pay for all phone charges,



including applicable call forwarding fees.

11.11 **Time to Commence Business**

You must commence operation of your My City Allstars Franchise within six (6) months from the signing of this Agreement, or we have the right to terminate this Agreement.

11.12 **Authorized Products and Services**

You shall offer for sale all products and services which we designate for the System, including any additional Authorized Sports, Services, or Products we may now or in the future specify and any other ancillary products and services which we prescribe. You further agree to only sell those goods and services which we prescribe or otherwise authorize. You may not offer any other products for sale, rent or lease without having received our prior written authorization. You shall at all times maintain sufficient levels of inventory as specified in the Operations Manual, to adequately satisfy consumer demand. You must offer and sell all private label products which we may now or in the future designate for sale by Franchisees

11.13 **Operations**

You must:

- (a) operate your My City Allstars Franchise for at least those months, hours and days that we specify in the Operations Manual;
- (b) employ a sufficient number of qualified, competent personnel, offer prompt, courteous and efficient service to the public, and otherwise operate the My City Allstars Franchise in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System;
- (c) perform appropriate screening and background checks on Camp Personnel (i.e., volunteer coaches, coordinators, referees, etc.) and other employees as and when directed by us, using vendors approved by us, and to make such information available to Franchisor;
- (d) sell and honor coupons in accordance with our standards and specifications;
- (e) when entering into contracts to offer any Events, Authorized Sports, Products and/or Services at a facility/field/venue (each, a "Venue"), you must enter into a contract with the owner of that Venue that complies with the terms set forth in the Conditional Assignment of Venue Contracts attached hereto as Exhibit "G"; and
- (f) authorize us, at any time, to perform a criminal background check on you.

12. **ADVERTISING AND PROMOTION**

12.1 **Generally**

All your advertising must conform to all provisions of this Agreement. All advertising, promotion and marketing must be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and promotion policies that we prescribe from time to time. In no event will your advertising contain any statement or material which may be considered: (a) in bad taste or offensive to any group or person; (b) defamatory on any person or an attack on a competitor; (c) inconsistent with our public image; or (d) not in accord with System Standards. Samples of all advertising, promotional and marketing materials which we have not prepared or

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Justified,
Indent: Left: 0.88",
Hanging: 0.25", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.13", Left

Formatted ... [37]

Formatted ... [38]

Formatted ... [39]

Formatted ... [40]

Formatted ... [41]

Formatted ... [42]

Formatted ... [43]



previously approved must be submitted to us for approval before you use them. If you do not receive



our written disapproval or approval within thirty (30) days after our receipt of such materials, we will be deemed not to have given the required approval. You may not use any advertising or promotional materials that we have disapproved or have not approved in writing.

12.2 **Local Advertising**

You are required to spend \$5,000 annually on local advertising and promotion in accordance with an annual plan approved by us and our standards and specifications (the "Local Advertising Requirement"). You must spend the local advertisement requirement as we prescribe in the Operations Manual or otherwise in writing, which may include, without limitation, requirements for placing a certain number and/or type(s) of media advertisements, including direct mailing solicitations. The Local Advertising Requirement must be expended within your Territory. You acknowledge and agree that your local advertising obligation must be expended regardless of the amount(s) spent by other Franchisees on local advertising. You may spend any additional sums you wish on local advertising. You must submit samples of all local advertising and promotional materials, not prepared or previously approved by us, for approval at least 14 days prior to their use. You will submit to us an annual plan for your expenditure of your local marketing budget. You must send us proof of these expenditures on a monthly basis, or in any other manner as we may specify.

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

12.3 **Grand Opening Advertising**

During the Term and any exercised renewal thereof, you must spend a minimum of Two Thousand and Five Hundred Dollars (\$2,500) for grand opening advertising and advertise as prescribed in our manuals. We reserve the right to audit your financials and you will be in breach of this Agreement if you fail to adhere to these local advertising minimums.

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

12.4 **National Brand Fund**

Recognizing the value of advertising and marketing to the goodwill and public image of My City Allstars Franchises, we have established a system-wide National Brand Fund (the "National Brand Fund") for such advertising, marketing and public relations programs and materials we deem necessary or appropriate. Currently you must pay 1% of your monthly Gross Revenue or minimum of \$3,000 annually whichever is greater.. We reserve the right to defer or reduce National Brand Fund Contributions of a My City Allstars Franchise and, upon thirty (30) days' prior written notice to you, to reduce or suspend contributions to and operations of the Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Fund. If the Brand Fund is terminated, all unspent monies on the date of termination will be distributed to our franchisees in proportion to their respective contributions to the Brand Fund during the preceding twelve (12)-month period.

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

12.5 **Use of the Funds**

We or our designee will direct all programs financed by the Brand Fund, including the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that the Brand Fund may be used to pay the costs of preparing and producing video, e-commerce, website or software enhancements, audio and written advertising materials; developing and servicing corporate accounts; evaluating new Event development, operation or marketing techniques, services or products; research and development of marketing materials; administering regional and multi-regional advertising programs, including, without limitation, purchasing e-commerce rights, services, direct mail and other media advertising and employing advertising, promotion and marketing agencies; and supporting public relations, market research, establishing, developing, maintaining, servicing or hosting

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left



Websites or other e-commerce programs, and other advertising, promotion and marketing activities. The



Brand Fund periodically will furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

12.6 Accounting for the Fund

The Brand Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the Brand Fund and its programs, including, without limitation, conducting market surveys, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the Brand Fund. We may spend, on behalf of the Brand Fund, in any fiscal year an amount greater or less than the aggregate contribution of all My City Allstars Franchises to the Brand Fund in that year, and the Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs before other assets of the Brand Fund are expended. We will prepare a periodic statement of monies collected and costs incurred by the Brand Fund and furnish the statement to you upon written request. We have the right to cause the Brand Fund to be incorporated or operated through a separate entity at such time as we deem appropriate, and such successor entity will have all of the rights and duties specified in this Agreement.

12.7 Brand Fund Limitations

You acknowledge that the Brand Fund is intended to maximize recognition of the Marks, Copyrights and patronage of My City Allstars Franchises. Although we will endeavor to utilize the Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all My City Allstars Franchises, we undertake no obligation to ensure that expenditures by the Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Fund by My City Allstars Franchises operating in that geographic area or that any My City Allstars Franchises will benefit directly or in proportion to its contribution to the Brand Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you with respect to collecting amounts due to the Brand Fund.

13. CUSTOMER SERVICE.

You are responsible for providing customer service to Customers who purchase the Products or the Services and to all referral sources. In that connection, you will act as our intermediary with Customers to timely respond to any of their concerns and questions. You agree to provide the highest standard of Customer service in connection with the provision or sale of the Services to ensure complete Customer satisfaction. You must also cooperate with us to honor any refund policies that we develop from time to time. In that connection, to the extent we refund any fees for Services we have received from Customers in the Territory, we will be entitled to a refund (which may be exercised by setoff).

14. RELATIONSHIP OF THE PARTIES

14.1 Independent Contractors

We do not have a fiduciary relationship with you. You and we are independent contractors. Neither you nor we are general or special agents, representatives, joint venturers, partners or employees of the other for any purpose whatsoever. Since you are an independent contractor, you will not be entitled to workers'

Formatted: Heading 6, Indent: Hanging: 0.35", Space Before: 3.4 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Heading 6, Indent: Left: 0.32", Hanging: 0.25", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.32" + Indent at: 0.57", Don't allow hanging punctuation, Tab stops:

Formatted: Heading 6, Justified, Indent: Hanging: 0.31", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.32" + Indent at: 0.57", Don't allow hanging punctuation, Tab stops: 0.57", Left

Formatted: Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops:



compensation, unemployment compensation, or any other statutory or regulatory benefit or right



predicated on an employer-employee relationship. We have no obligation to carry workers' compensation coverage or pay unemployment compensation taxes or withhold any amounts from payment to you for federal income taxes or for federal social security taxes, unless otherwise required by applicable laws and regulations. You will file all federal income tax forms required of an independent contractor. We have no obligation to provide you with any employment and fringe benefits that we may provide to employees, such as health insurance, for example. The foregoing also applies to any relationship we have with your sales associates, Camp Personnel, agents or other employees.

14.2 **Safety**

You recognize and agree that although we may provide you training, general advice or guidance regarding the manner in which you, your Camp Personnel and other personnel are to conduct themselves in connection with the operation of your My City Allstars Franchise, we do not establish, designate or approve, and you are solely responsible for training your personnel with respect to procedures and policies for the safe operation of your Allstars Franchise and the provision or rendering, performance or distribution of the Products or the Services. You, not us, are solely responsible for training your personnel to conduct sporting and other activities in a manner that does not expose us, you, your personnel or others to risk of danger or prosecution. Any guidance, training or assistance we provide to you is not construed to be a designation or approval of safety techniques.

14.3 **Taxes**

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, payroll, property or other taxes, whether levied upon you or your Allstars Franchise, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes is your responsibility.

15. **INDEMNIFICATION**

15.1 **By You**

From and after the Effective Date, you and your owners, jointly and severally, shall indemnify us and our affiliates and our and their respective officers, directors, stockholders, members, managers, partners, employees, agents, attorneys, contractors, legal predecessors, legal successors, and assigns of each of the foregoing entities/individuals (in their corporate and individual capacities) (collectively, all such individuals and entities are referred to herein as the "Franchisor Indemnitees") and hold Franchisor Indemnitees harmless to the fullest extent permitted by applicable laws, from any and all Losses and Expenses incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party in connection with the selection, development, ownership, operation or closing of the Franchised Business, including your failure to perform any covenant or agreement under this Agreement or any of your activities on or after the Effective Date, or any claims by any of your employees arising out of or relating to his or her employment with you (collectively, "Event"), and regardless of whether it resulted from any strict or vicarious liability imposed by law on the Franchisor Indemnitees; provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by any of the Franchisor Indemnitees or the gross negligence or willful acts of any of the Franchisor Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to you). Losses

Formatted: Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Heading 6, Indent: Hanging: 0.31", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.32" + Indent at: 0.57", Don't allow hanging punctuation, Tab stops: 0.57", Left

Formatted: Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops:



| and Expenses means losses, liabilities, claims, penalties, damages



(compensatory, exemplary, and punitive), fines, payments, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, assessments, compromises, compensation for damages to Franchisor's reputation and goodwill, and all other costs associated with any of the foregoing losses and expenses.

Promptly after the receipt by any Franchisor Indemnitee of notice of the commencement of any action against such Franchisor Indemnitee by a third party (such action, a "Third-Party Claim"), the Franchisor Indemnitee will, if a claim with respect thereto is to be made for indemnification pursuant to this Section 15.1 give a claim notice to you with respect to such Third-Party Claim. No delay or failure on the part of the Franchisor Indemnitee in so notifying you will limit any liability or obligation for indemnification pursuant to this Section 15.1, except to the extent of any material prejudice to you with respect to such claim caused by or arising out of such delay or failure. We will have the right to assume control of the defense of such Third-Party Claim, and you and your owners will be responsible for the costs incurred in connection with the defense of such Third-Party Claim. You and your owners will furnish us with such information as you may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist us in the defense of such Third-Party Claim. The fees and expenses of counsel incurred by us will be considered Losses and Expenses for purposes of this Agreement. We may as we deem necessary and appropriate take such actions to take remedial or corrective action with respect thereof as may be, in our reasonable discretion, necessary for the protection of the Franchisor Indemnitees or My City Allstars Franchises generally. We will not agree to any settlement of, or the entry of any judgment arising from, any Third-Party Claim without the prior written consent of you and your owners, which will not be unreasonably withheld, conditioned or delayed. Any settlement or compromise of any Third-Party Claim must include a written release from liability of such claim for all Franchisor Indemnitees.

This Section 15.1 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

15.2 **Contribution**

Without limiting any rights or obligations to indemnify and defend, if for any reason the parties are found by a court of competent jurisdiction to be liable or otherwise responsible and that indemnification will not be permitted, you will pay to us an amount equal to ninety-five percent (95%) of that amount (and we will pay only five percent (5%) of that amount). We may pay such apportionment without any waiver of our right to challenge or otherwise appeal any award against us.

15.3 **Survival**

All indemnification obligations described in this Agreement will continue in full force and effect after the expiration or termination of this Agreement.

15.4 **Defense Costs**

All indemnification obligations include the reimbursement of attorneys' fees and associated costs of defending against the claims.

16. **REPORTS, FINANCIAL STATEMENTS, INSPECTIONS AND AUDITS**

16.1 **Our Right to Inspect the My City Allstars Franchise**

To determine whether you are complying with this Agreement and all System Standards,

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.31",
Outline numbered + Level:
1 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.32" + Indent at:
0.57", Don't allow hanging
punctuation, Tab stops:
0.57", Left

Formatted: Indent:
Hanging: 0.35", Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:



we and our designated agents have the right at any time during your regular business hours, and



upon seventy-two

(72) hour prior notice to you, without disrupting your business, to:

- (a) inspect the Allstars Camps and any Events it develops, markets or operates;
- (b) observe, photograph and videotape the operations of the My City Allstars Franchise and any Events it develops, markets or operates for such consecutive or intermittent periods as we deem necessary;
- (c) remove or otherwise receive or obtain samples of any products, services, materials or supplies for testing, evaluation or analysis,
- (d) interview personnel and Customers of the My City Allstars Franchise; and
- (e) inspect and copy any books, records and documents relating to your operation of the My City Allstars Franchise.

You agree to cooperate with us fully in connection with any such inspections, observations, photographing, videotaping, product removal, service testing and interviews. You agree to present to your Customers such evaluation forms that we periodically prescribe and to participate and/or request your Customers to participate in any surveys performed by us or on our behalf. You must immediately correct or repair any unsatisfactory conditions we specify.

16.2 **Our Right to Audit**

We have the right at any time during your business hours, and upon seventy-two (72) hour prior notice to you, and without disrupting your business activities, to inspect and audit, or cause to be inspected and audited, your (if you are a Business Entity) and the My City Allstars Franchise's business, bookkeeping and accounting records, sales and income tax records and returns and other records. You agree to cooperate fully with our representatives and independent accountants we hire to conduct any such inspection or audit. If our inspection or audit is made necessary by your failure to furnish reports, supporting records or other information we require, or to furnish such items on a timely basis, or if the information is not accurate (i.e., your Gross Revenue are understated by two percent (2%) or more or Royalty Fees or advertising requirements are underpaid by three percent (3%) or more), you agree to reimburse us for the cost of such inspection or audit, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board and compensation of our employees. You also must immediately pay us any shortfall in the amounts you owe us, including late fees and interest as described in Section 4. The foregoing remedies are in addition to our other remedies and rights under this Agreement and applicable law.

16.3 **Books and Records**

You shall establish and maintain, at your expense, a bookkeeping, accounting, and record keeping system conforming to the requirements prescribed by us from time to time. You shall sign, verify, and furnish the following reports, financial statements, and returns to us in the form prescribed by us.

- (a) Within thirty (30) days after the end of each quarter, a profit and loss statement.
- (b) You must participate in the financial benchmarking that we have implemented and within the timeframes that we stipulate, including submitting any related records upon our reasonable request.

(c) Within sixty (60) days after the end of the fiscal year a profit and loss statement,

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Justified,
Indent: Left: 0.94",
Hanging: 0.31", Outline
numbered + Level: 3 +
Numbering Style: a, b, c, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.94" +
Indent at: 1.32", Don't
allow hanging
punctuation, Tab stops:

Formatted: Justified,
Indent: Left: 0.94",
Hanging: 0.31", Right:
0.31", Line spacing:
Multiple 1.01 li, Outline
numbered + Level: 3 +
Numbering Style: a, b, c, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.94" +
Indent at: 1.32", Don't
allow hanging
punctuation, Tab stops:



balance sheet, and cash flow statement for the immediately preceding fiscal year



(e) reflecting all year-end adjustments.

16.4 **Risk Management Investigations**

If we become aware of any risk management incidents relating to the operation of the My City Allstars Franchise, we shall have the right to investigate all such incidents and you agree to cooperate fully with us and any representatives we hire to conduct such investigations. You agree to reimburse us for the costs of such investigations, including without limitation, all travel expenses, room and board and compensation of our employees, as well as all costs of representatives hired to conduct such investigations. In addition, you agree to reimburse us for all expenses which we may incur to mitigate the results of our investigation, including the expenses incurred by public relations firms, attorneys or any other third parties we retain which we deem necessary to protect the System and the My City Allstars brand.

17. **TRANSFER**

17.1 **By Us**

This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests.

17.2 **By You**

You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither this Agreement (nor any interest in it) nor any ownership or other interest in you or the Franchise may be transferred without our prior written approval. Any transfer without such approval constitutes a breach of this Agreement and is void and of no effect. As used in this Agreement, the term "transfer" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) this Agreement; (b) you; or (c) the My City Allstars Franchise.

An assignment, sale, gift or other disposition includes the following events:

- (a) transfer of ownership of twenty-five percent (25%) of the capital stock, membership interest or a partnership interest;
- (b) merger or consolidation or issuance of additional securities or interests representing an ownership interest in you;
- (c) any issuance or sale of your stock or any security convertible to your stock;
- (d) transfer of an interest in you, this Agreement or the Franchise in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;
- (e) transfer of an interest in you, this Agreement or the My City Allstars Franchise, in the event of your death or the death of one of your owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or
- (f) pledge of this Agreement (to someone other than us) or of an ownership interest in you as security, foreclosure upon the My City Allstars Franchise or your transfer, surrender or loss of possession, control or management of the My City Allstars Franchise.

Formatted: Body Text,
Indent: Left: 1.25", Right:
0.13", Space Before: 2.9 pt,
No bullets or numbering,
Don't allow hanging
punctuation

Formatted: Heading 6,
Indent: Hanging: 0.31",
Outline numbered + Level:
1 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.32" + Indent at:
0.57", Don't allow hanging
punctuation, Tab stops:
0.57", Left

Formatted: Indent:
Hanging: 0.35", Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Justified,
Indent: Left: 0.94", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted ... [44]

Formatted ... [45]

Formatted ... [46]

Formatted ... [47]

Formatted ... [48]



17.3 Conditions for Approval of Transfer

If you (and your owners) are in full compliance with this Agreement, then subject to the other provisions of this Section, we will approve a transfer that meets all the applicable requirements of this Section. The proposed transferee and its direct and indirect owners must be individuals of good character and otherwise meet our then applicable standards for My City Allstars Franchise owners. A transfer of ownership, possession or control of the My City Allstars Franchise may be made only in conjunction with a transfer of this Agreement. If the transfer is of this Agreement or a controlling interest in you, or is one of a series of transfers which in the aggregate constitute the transfer of this Agreement or a controlling interest in you, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

- (a) you received written approval from us of all advertising and promotional materials in connection with the franchise for sale opportunity prior to your use of such materials, if not prepared or previously approved by us;
- (b) the transferee has sufficient business experience, aptitude and financial resources to operate the My City Allstars Franchise;
- (c) you have paid all amounts owed for purchases from us and all other amounts owed to us or to third-party creditors and have submitted all required reports and statements;
- (d) the transferee (or its owners) have agreed to complete our standard training program, at their expense;
- (e) the transferee has agreed to be bound by all of the terms and conditions of this Agreement;
- ~~(g)~~(f) the transferee has entered into our then-current form of Franchise Agreement for a new term as set forth in such Franchise Agreement and requiring no initial franchise fee;
- ~~(h)~~(g) the transferee agrees to upgrade the Franchise to conform to our then-current System Standards and other standards and specifications including, but not limited to, territory size and make-up;
- ~~(i)~~(h) Prior to the date the parties close on the contemplated assignment/transfer at issue, you or the transferee pay us a transfer fee in the amount ~~of equal to~~ 50% of ~~the then our then~~ current Franchise fee for transfers that do not incur brokerage commissions, finder fees and similar charges or 100% of our then current franchise fee for transfers that incur brokerage commissions, finder fees and similar charges. You and/or transferee must also pay any and all broker fees associated with the proposed assignment as a condition to our approval.
- ~~(k)~~(i) you (and your transferring owners) have signed a general release, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees and agents;
- ~~(l)~~(j) we have approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the My City Allstars Franchise

(k) if you or your owners finance any part of the sale price of the transferred

Formatted: Heading 6,
Indent: Hanging: 0.34",
Space Before: 2.8 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Justified,
Indent: Left: 0.88",
Hanging: 0.44", Right:
0.34", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Justified,
Indent: Left: 0.88",
Hanging: 0.44", Right:
0.34", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Justified,
Indent: Left: 0.88",
Hanging: 0.44", Right:
0.34", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted ... [49]

Formatted ... [50]

Formatted ... [51]

Formatted ... [52]

Formatted ... [53]

Formatted ... [54]

Formatted ... [55]

Formatted ... [56]



interest, you and/or your owners have agreed that all of the transferee's obligations



(H) pursuant to any promissory notes, agreements or security interests that you or your owners have reserved in the My City Allstars Franchise are subordinate to the transferee's obligation to pay Royalties, Brand Fund Contributions and other amounts due to us and otherwise to comply with this Agreement;

(H)(1) you and your transferring owners (and your and your owners' spouses) have signed a non-competition covenant in favor of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the restrictions contained in this Agreement;

(H)(m) you and your transferring owners have agreed that you and they will not directly or indirectly at any time or in any manner (except with respect to other My City Allstars Franchises you own and operate) identify yourself or themselves or any business as a current or former licensee or area developer of ours, use any Mark, any colorable imitation of a Mark or Copyright, or other indicia of a My City Allstars Franchise in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us; and

(H)(n) you and your transferring owners have agreed that you will provide guidance and support related to existing Customers, venues, officials, personnel, marketing, and compliance of System Standards at the discretion of the transferee for a period amounting to the longer of (i) 60 days from the date of the transfer, or (ii) the first three (3) weeks of first season operated by transferee.

17.4 Transfer to a Business Entity

If you are in full compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than the My City Allstars Franchise and, if applicable, other My City Allstars Franchises so long as you own, control and have the right to vote fifty-one percent (51%) or more of the Business Entity's issued and outstanding ownership interests (like stock, membership interests or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner sign an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of your obligations under this Agreement. We will not charge you a transfer fee if you transfer your My City Allstars Franchise to an existing co-owner, spouse, or direct descendant.

17.5 Transfer Upon Death or Disability

Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, we may require you (or such owner's executor, administrator, conservator, guardian or other personal representative) to transfer your interest in this Agreement (or such owner's interest in you) to a third party. Such disposition (including, without limitation, transfer by bequest or inheritance) must be completed within the time we designate, not less than one (1) month but not more than six

(6) months from the date of death or disability. Such disposition will be subject to all

Formatted: Body Text, Justified, Indent: Left: 1.32", Right: 0.36", Space Before: 2.9 pt, No bullets or numbering, Don't allow hanging punctuation

Formatted: Justified, Indent: Hanging: 0.44", Right: 0.31", Line spacing: Multiple 1.01 li, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops:

Formatted: Justified, Indent: Left: 0.88", Hanging: 0.44", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Justified, Indent: Left: 0.88", Hanging: 0.44", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Heading 6, Indent: Hanging: 0.35", Space Before: 0.05 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted ... [57]



of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term



“disability” means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in you from managing and operating the My City Allstars Franchise.

17.6 **Operation Upon Death or Disability**

If, upon your death or disability or the death or disability of the owner of a controlling interest in you, the My City Allstars Franchise is not being managed by a trained manager, your or such owner’s executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed fifteen (15) days from the date of death or disability, appoint a manager to operate the My City Allstars Franchise. Such manager will be required to complete training at your expense. Pending the appointment of a manager as provided above or if, in our judgment, the My City Allstars Franchise is not being managed properly any time after your death or disability or after the death or disability of the owner of a controlling interest in you, we have the right, but not the obligation, to appoint a manager for the My City Allstars Franchise. All funds from the operation of the My City Allstars Franchise during the management by our appointed manager will be kept in a separate account, and all expenses of the My City Allstars Franchise, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. We also have the right to charge a reasonable management fee (in addition to the Royalty Fees, monies retained by us for On-Line Retail Products and Brand Fund Contributions payable under this Agreement) during the period that our appointed manager manages the My City Allstars Franchise. Operation of the My City Allstars Franchise during any such period will be on your behalf, provided that we only have a duty to utilize our best efforts and will not be liable to you or your owners for any debts, losses or obligations incurred by the My City Allstars Franchise or to any of your creditors for any products, materials, supplies or services the My City Allstars Franchise purchases during any period it is managed by our appointed manager.

Formatted: Heading 6,
Indent: Hanging: 0.34",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

17.7 **Effect of Consent to Transfer**

Our consent to a transfer of this Agreement and the My City Allstars Franchise or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of the My City Allstars Franchise or transferee or a waiver of any claims we may have against you (or your owners) or of our right to demand the transferee’s exact compliance with any of the terms or conditions of this Agreement.

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

17.8 **Our Right of First Refusal**

If you (or any of your owners) at any time determine to sell, assign or transfer for consideration an interest in this Agreement and the My City Allstars Franchise or an ownership interest in you, you (or such owner) agree to obtain a bona fide, executed written offer and earnest money deposit (in the amount of five percent (5%) or more of the offering price) from a responsible and fully disclosed offeror (including lists of the owners of record and all beneficial owners of any corporate or limited liability company offeror and all general and limited partners of any partnership offeror and, in the case of a publicly held corporation or limited partnership, copies of the most current annual and quarterly reports and Form 10K) and within five (5) days of receipt submit to us a true and complete copy of such offer, which includes details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be denominated in a dollar amount. The offer must apply only to an interest in you or in this Agreement and the My City Allstars Franchise and may not include an offer to purchase any of your (or your owners’) other property or rights. However, if the offeror proposes to buy any other property or rights from you (or your owners)

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left



under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your owners) for the interest in you or in this Agreement and



the My City Allstars Franchise must reflect the bona fide price offered and not reflect any value for any other property or rights.

We have the right, exercisable by written notice delivered to you or your selling owner(s) within thirty

(30) days from the date of the delivery to us of both an exact copy of such offer and all other information we request, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that:

- (a) we may substitute cash for any form of payment proposed in such offer (with a discounted amount if an interest rate will be charged on any deferred payments);
- (b) our credit will be deemed equal to the credit of any proposed purchaser;
- (c) we will have not less than thirty (30) days after giving notice of our election to purchase to prepare for closing; and
- (d) we are entitled to receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the capital stock of an incorporated business, as applicable, including, without limitation, representations and warranties as to:
 - (i) ownership and condition of and title to stock or other forms of ownership interest and/or assets;
 - (ii) liens and encumbrances relating to the stock or other ownership interest and/or assets; and
 - (iii) validity of contracts and the liabilities, contingent or otherwise, of the corporation whose stock is being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for a period of two (2) years commencing on the date of the closing, you and they will be bound by the non- competition covenant contained this Agreement. You and your selling owner(s) further agree that you and they will, during this same time period, abide by the restrictions of this Agreement.

If we do not exercise our right of first refusal, you or your owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer, provided that, if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of such offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the thirty (30) day period following either the expiration of such one hundred twenty (120) day period or notice to us of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at our option. You also agree that, for a period of two (2) years commencing on the date of the closing, you and your selling owner(s) will be bound by the non- competition covenant contained this Agreement. You and your selling owner(s) further agree that you and they will, during this same time period, abide by the restrictions of this Agreement.

18. RESTRICTIVE COVENANTS

18.1 Confidential Information

During the Term, we will give you, and you will have access to, a variety of information concerning us and our business including: the Manual; System



Formatted: Heading 6,
Indent: Hanging: 0.31",
Space Before: 0.05 pt,
Outline numbered + Level:
1 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.32" + Indent at:
0.57", Don't allow hanging
punctuation, Tab stops:
0.57", Left

Formatted: Indent:
Hanging: 0.35", Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:

Standards; Services;



methods for operating, managing, developing or coordinating Events; Product or Service Sales, marketing, distribution, performance, provision or rendering methods, techniques, equipment or supplies; Customer Liaison recruitment, training, coordination, recruiting, marketing or compensation methods; Event registration and sports statistics tracking and reporting methods, and techniques; Customer lists; referral sources; billing and collection methods; financial information; makeup and functions of the Software, Computer System or other information about us and information about our Approved Suppliers; strategic partners, business plans, employees, and independent contractors (collectively, the “**Confidential Information**”). You acknowledge that we have expended and continue to expend great amounts of time, money and effort in devising and processing the Confidential Information. We consider the Confidential Information confidential and our trade secrets, where applicable.

18.2 **Restrictions On Use**

You will use your best efforts and diligence both during and after your engagement by us to protect the Confidential Information and our Customer goodwill. You will not, directly or indirectly, use (for yourself or others) or disclose any of the Confidential Information for so long as it remains proprietary or protectable as confidential or trade secret information, except as may be necessary for the performance of your duties on our behalf.

18.3 **Notices**

If you or anyone to whom you transmit the Confidential Information becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar process) to disclose any Confidential Information, you must immediately notify us in writing so that we may seek a protective order or other remedy. In any event, you will furnish only that portion of the Confidential Information which is legally required and exercise your best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

18.4 **Return**

Upon termination, expiration or non-renewal, or any other time at our request, you must promptly deliver to us any and all documents or other materials (including information embodied in intangible form, e.g., in computer memory) in your possession or control relating, directly or indirectly, to any Confidential Information and all copies of it without retaining any copies, duplicates, extracts or portions of it.

18.5 **Competitive Activities**

You acknowledge our legitimate business interest in the Confidential Information, and customer goodwill associated with our Services. Accordingly, during the Term, and for a period of two (2) years following its expiration or termination for any reason, unless we otherwise permit in writing, you and your guarantors must not, directly or indirectly (whether as owner, partner, associate, agent, consultant, employee, stockholder, officer or otherwise of another or on your own account), do any of the following:

- (a) Participate in the development of, or engage in, or market, sell, distribute, render, provide, perform or sell the Products or the Services or similar products or services, or contribute your knowledge to any work or activity that relates to or involves any of the Confidential Information or is in any way engaged in the operation, licensing, franchising of consulting with any business offering, developing, marketing, organizing, providing, promoting, coordinating or selling amateur, youth or corporate sports leagues, tournaments, seasonal and non-

Formatted: Heading 6,
Indent: Hanging: 0.35",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.34",
Space Before: 0.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:



seasonal sporting related camps, sport related training programs, or participation in them, and related services or products, like uniforms, T-shirts, jackets, shorts, hats, caps, visors, sporting



(a) equipment, trophies, beverages and food (a “Competitive Business”): (i) within the Territory; (ii) within any geographic territory that we have assigned to any one of our or other My City Allstars Franchises or in which we directly operate, market or sell; (iii) via the Internet or other form of e-commerce, wherever located; or (iv) within forty (40) miles of any Territory in existence or under development during the Term or as of the date of termination of this Agreement.

(b) Interfere with our business relationships or with anyone or any entity with which we have a business relationship.

18.6 **Injunction**

Due to our interest in the Confidential Information and Customer goodwill, you agree that damages cannot fully compensate us if you breach this Agreement. Thus, if you breach this Agreement, we are entitled to an injunction restraining you from any further breach. We may obtain the injunction without bond and without notice. Your only remedy if such an injunction is issued is its dissolution, if warranted, upon an appropriate hearing. You waive any claims for damages as a result of the obtaining of any such injunction.

18.7 **Extension of Time Period**

The time period during which you are to refrain from the activities described in this Section, will be extended by any length of time during which you are in breach of this Agreement. This Agreement will continue through the duration of the extended time periods.

18.8 **Suspension of Compensation**

We will not be required to pay you any Commissions due you during any period of time in which you are in breach of this Section of this Agreement. Upon such a breach, you forfeit payment of all Commissions then due as a setoff against our damages until the amount has been otherwise determined in judicial proceedings. This setoff does not constitute liquidated damages.

19. **TERMINATION**

19.1 **Immediate/By Us**

Without limiting any of our rights to terminate this Agreement upon your breach of it, we may, at any time, terminate this Agreement effective immediately upon written notice if you:

(a) you or any of your owners: (i) are convicted by a trial court of, plead no contest or enter into a consent decree in connection with any violation of the rules of the Securities and Exchange Commission, NASDAQ, franchise laws, state securities laws, or any felony or other crime or offense that may adversely affect your reputation, our reputation, the reputation and goodwill associated with the Marks or otherwise involving any breach of trust; or (ii) you engage in, are alleged to have engaged in, have been charged with, or have been convicted of a misdemeanor or felony that involves any misconduct which unfavorably affects your reputation or that of any of your owners (including, but not limited to, sexual misconduct, stalking, child abuse or other mistreatment, health or safety hazards, drug or alcohol problems, or allowing unlawful activities or unauthorized or illegal items to be used or distributed in connection with the franchised business); or

(b) make any unauthorized direct or indirect assignment of this Agreement; or

Formatted: Body Text, Justified, Indent: Left: 1.25", Right: 0.31", Space Before: 3.05 pt, Line spacing: Multiple 1.02 li, No bullets or numbering, Don't allow hanging punctuation

Formatted: Indent: Left: 0.94", Hanging: 0.31", Right: 0.31", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.32", Don't allow hanging punctuation, Tab stops: 1.25", Left

Formatted: Heading 6, Indent: Hanging: 0.35", Space Before: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops:

Formatted: Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Heading 6, Indent: Hanging: 0.31", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.32" + Indent at: 0.57", Don't allow hanging punctuation, Tab stops: 0.57", Left

Formatted ... [58]

Formatted ... [59]

Formatted ... [60]



| (c) make any unauthorized use, duplication or disclosure of any Confidential



~~(e)~~ Information, make any unauthorized use of the Marks, or use, duplicate, or disclose any portion of the Confidential Operations Manual or you and/or any other person/entity violates any restriction on ownership, operation etc. of a similar business; or

- (d) you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty days or longer (unless supersedeas bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within thirty days; or if the real or personal property of the My City Allstars Franchise shall be sold after levy thereupon by any sheriff, marshal, or constable; or

- (e) you or any of your owners (and/or any of your affiliate and/or any affiliate's owner) makes any knowing misrepresentation or omission to us or any affiliate, including, but not limited to, any misrepresentation of gross revenue and/or any amounts due us and/or any affiliate and/or commits any other act or omission constituting fraud, misrepresentation or similar act or omission, whether with respect to us, any related entities and/or any third party (you agree that any fraud, misrepresentation or similar act or omission by you, etc. is by its nature incurable, since it would adversely affect the goodwill associated with the Marks and/or irrevocably damage the relationship between you and us); or

- (f) failure to operate the franchised business; or

- (g) you, any of your employee or principal owner fails to successfully complete the initial training program; or

~~(h)~~
(h) you or any of your owners abandon or fail to operate the franchised business for five (5) consecutive days during which you are required to operate the business under the terms of this Agreement, or any shorter period after which it is not unreasonable under the facts and circumstances for us to conclude that you do not intend to continue to operate the business, unless such failure to operate is due to fire, flood, earthquake, or similar causes beyond your control, or surrender or transfer control without our prior written approval; or

(i) you fail, for a period of ten days after notification of non-compliance, to comply with any federal, state or local law or regulation applicable to the operation of the franchised business or you fail to comply with all Anti-Terrorism Laws (defined below), or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or

Formatted: Body Text, Justified, Indent: Left: 1.32", Right: 0.31", Space Before: 2.9 pt, No bullets or numbering, Don't allow hanging punctuation

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.37", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Indent: Left: 0.94", Hanging: 0.38", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.37", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted ... [61]

Formatted ... [62]



regulation; or

(i) you violate any material law pertaining to the operation of the franchised business,



~~(k)~~ whether or not you receive notice of non-compliance; or

~~(k)~~ there are five or more customer complaints with respect to your franchised business in any twelve month period, whether or not resolved; or

~~(l)~~ you have failed to retain (or otherwise failed to produce on request) any records required to be maintained by our record retention policy or otherwise are required for us to confirm your compliance with the provisions of this or any other agreement; or

~~(m)~~ you breach the non-disclosure provision pertaining to this Agreement; or

~~(n)~~ you or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation; or

~~(o)~~ you offer any unauthorized and unapproved products or services at or from Allstars Camp; or

~~(p)~~ you order or purchase supplies, signs, furnishings, fixtures, equipment or inventory from an unapproved supplier or which we have not approved; or

~~(q)~~ you misuse or make unauthorized use of our or our affiliate's proprietary or approved software, if any, or any web page, intranet, or extranet system provided for use in connection with the operation of the My City Allstars Franchise; or

~~(r)~~ you fail to maintain insurance or to repay us for insurance paid for by it, or otherwise fail to adhere to the requirements of Section 11.8; or

~~(s)~~ you fail to comply with the Anti-Terrorist provisions of Section 25.12; or

~~(t)~~ you take for your own personal use any assets or property of My City Allstars Franchise, including employee taxes, FICA, insurance or benefits;

~~(u)~~ if there are insufficient funds in your bank account to cover a check or EFT payment to us three (3) or more times within any twelve month period; or

~~(v)~~ if we provide you with a default letter detailing your non-compliance with a purchasing or brand compliance issue (after we have already provided you with a warning letter with respect to that issue), and you fail to cure or correct your non-compliance (as appropriate) within the time prescribed in the default letter.

~~(x)~~

19.2 Notice/By Us

We may terminate this Agreement effective thirty days after notice to you if you have materially breached this Agreement and do not cure such breach within thirty days' notice of the breach; or if the breach cannot reasonably be cured within such thirty-day period, you do not commence within such thirty day period reasonable good faith efforts to do so and continue them until cure is accomplished:

- (a) fail to report accurately the gross revenue of the franchised business; or fail to submit, in fully accurate and complete form and when required, any other report due under this Agreement; or fail to make payments of any amounts due us, any affiliate and/or any supplier/creditor of ours; or

Formatted: Body Text,
Indent: Left: 1.32", Right:
0.13", Space Before: 2.9 pt,
No bullets or numbering,
Don't allow hanging
punctuation

Formatted: Justified,
Indent: Left: 0.94",
Hanging: 0.38", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Justified,
Indent: Left: 0.94",
Hanging: 0.38", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Indent: Left:
0.94", Hanging: 0.38",
Outline numbered + Level:
3 + Numbering Style: a, b,
c, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.94" + Indent at:
1.32", Don't allow hanging
punctuation, Tab stops:
1.32", Left

Formatted ... [63]

Formatted ... [64]

Formatted ... [65]

Formatted ... [66]

Formatted ... [67]

Formatted ... [68]

Formatted ... [69]

Formatted ... [70]

Formatted ... [71]

Formatted ... [72]

Formatted ... [73]



| (b) fail to remain current in your obligations to taxing authorities, suppliers or others;



~~(b)~~ or fail to comply with any other provision of this Agreement, or any other agreement with us and/or any affiliate of ours, or any specification, standard or operating procedure or rule prescribed by us (including reporting requirements); and, in any such case, do not: (i) correct such failure within thirty (30) calendar days after written notice of such failure to comply is mailed to you; or (ii) if such failure cannot reasonably be corrected within such thirty (30) day period, undertake within thirty calendar days after such written notice is mailed to you, and diligently continue until completion, efforts to bring the franchised business into full compliance and furnish, at our request, proof acceptable to us of such efforts and the date full compliance will be achieved; provided that, in any event, such defaults must be fully cured within ninety calendar days after such written notice is mailed to you; or

- (c) if you (and/or any affiliate) have (i) defaulted, on two or more separate occasions within any period of twelve consecutive months, or on three or more separate occasions within any period of twenty-four consecutive months, in any obligation(s) (whether the same or different), whether or not such defaults are timely corrected; (ii) have committed any default, or have violated any material obligation to us and/or any of our related persons/entities, which is incurable; or (iii) have committed any material default, or have violated any material obligation to us and/or any of our related persons/entities, which remains uncured after any applicable cure period, whether under this Agreement, any other agreement with us and/or any of our affiliates, the Confidential Operations Manual or otherwise, then we may cancel any and/or all of your rights of first refusal, and/or any other territorial or similar rights, whether arising under this Agreement, any other agreement and/or otherwise; or
- (d) if you fail to commence operations of the My City Allstars Franchise within the time prescribed in Section 11.11 of this Agreement; or
- (e) if you fail, in our sole discretion, to personally supervise day-to-day operation of My City Allstars Franchise or fail to employ a sufficient number of qualified, competent personnel as required from time to time; or
- (f) if you conduct yourself in a manner that, although not criminal, reflects adversely on the System, the Marks, or the Products or Services offered through the System.

19.3 Cross Defaults, Non-Exclusive Remedies, etc.

Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any affiliate of ours) and you (or any of your affiliate). Any default by you (or any person/company affiliated with you) under any other agreement, between us (or any of our affiliate) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our affiliate) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any loan agreement, security interest or otherwise, whether with us, any of our affiliate and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliate) and you (or any of your affiliate).

In each of the foregoing cases, we (and any of our affiliate) will have all remedies allowed at law, including termination of your rights (and/or those

Formatted: Body Text, Justified, Indent: Left: 1.32", Right: 0.31", Space Before: 2.9 pt, No bullets or numbering, Don't allow hanging punctuation

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.37", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted: Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted ... [74]



of any person/company affiliated with you) and our (and/or our affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other



right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

19.4 **Step-in Rights**

If we determine in our sole judgment that the operation of your business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the franchised business which would cause harm to the franchise system and thereby lessen its value, you authorize us to operate your business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the franchised business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your business; or we determine that operational problems require that we operate your business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a going concern.

We shall keep in a separate account all monies generated by the operation of your business, less the expenses of the business, including reasonable compensation and expenses for our representatives. In the event of the exercise of the Step-In Rights by us, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of our Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

19.5 **Obligations Upon Termination**

Upon any expiration or termination of this Agreement for any reason, you must, at your cost and expense:

- (a) immediately cease to use any of the Confidential Information, the Copyrights and the Marks;
- (b) immediately return to us all of your copies of any materials containing any of the Confidential Information or any materials bearing the Copyrights or the Marks;
- (c) cooperate in assigning to us any and all vendor agreements or sales or service contracts for the Products or the Services with Customers of your My City Allstar Franchise, which will be automatic at our option as a result of the termination or expiration;
- (d) immediately cease all use of our Marks and Copyrights, including any of our marketing materials, brochures, and/or social media accounts, and stop holding yourself out to the public as associated with us in any way;

(e) immediately terminate your access to the e-commerce activities we designate and assign to us all telephone numbers, e-name and directory listings associated in any way with My City Allstars Franchise, our trade name, Marks or Copyrights, and/or any social media or social networking sites associated with your Allstars Franchise, and direct the appropriate service provider to transfer all such numbers and listings to us or our designee pursuant to the Assignment of Telephone Numbers and Listings attached hereto as Exhibit "D" or, if we direct, to disconnect the numbers;

Formatted: Heading 6,
Indent: Hanging: 0.41",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:

Formatted: Indent: Left:
0.94", Hanging: 0.38",
Right: 0.08", Outline
numbered + Level: 3 +
Numbering Style: a, b, c, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.94" +
Indent at: 1.32", Don't
allow hanging
punctuation, Tab stops:

Formatted: Justified,
Indent: Left: 0.94",
Hanging: 0.38", Right:
0.34", Space Before: 0 pt,
Line spacing: Multiple
1.02 li, Outline numbered
+ Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted ... [75]

Formatted ... [76]

Formatted: Body Text,
Space Before: 0.45 pt, No
bullets or numbering,
Don't allow hanging
punctuation

Formatted ... [77]



(f) immediately pay us all unpaid fees and pay us, our affiliates, and our approved and



(g) designated suppliers and vendors, all other monies owed, including, but not limited to, all applicable customer refunds and issued customer credits;

(h) comply with the post-termination covenants set forth in Section 18 and otherwise in this Agreement, all of which will survive the transfer, termination or expiration of this Agreement; and

(i) at our option, assign us any and all existing Venue contracts that we designate pursuant to the form of Conditional Assignment of Venue Contracts attached hereto as Exhibit "G", which you must sign contemporaneously with this Agreement.

19.6 **Liquidated Damages**

Upon termination of this Agreement according to its terms and conditions, you agree to pay to us within fifteen days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalty Fees you paid during the twelve months of operation preceding the effective date of termination multiplied by

(a) twenty-four (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider these liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

19.7 **Survival**

All obligations under this Agreement (whether yours or ours) which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect after and notwithstanding the expiration or termination of this Agreement until such provisions are satisfied in full or by their nature expire.

20. **NOTICE**

All written notices and reports permitted or required under this Agreement or by the Manuals will be deemed delivered:

- (a) at the time delivered by hand; or
- (b) one (1) business day after transmission by facsimile, telecopy or other electronic system; or
- (c) two (2) business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or

Formatted: Body Text,
Indent: Left: 1.32", Right:
0.63", Space Before: 2.9 pt,
No bullets or numbering,
Don't allow hanging
punctuation

Formatted: Justified,
Indent: Left: 0.94",
Hanging: 0.37", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Justified,
Indent: Left: 0.94",
Hanging: 0.38", Right:
0.31", Space Before: 0 pt,
Line spacing: Multiple
1.01 li, Outline numbered
+ Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 0.05 pt, Line
spacing: Exactly 12.6 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Justified,
Indent: Left: 0.94", First
line: 0", Right: 0.31",
Outline numbered + Level:
3 + Numbering Style: a, b,
c, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.94" + Indent at:
1.32", Don't allow hanging
punctuation, Tab stops:
1.15", Left

Formatted ... [78]

Formatted ... [79]



- (d) five (5) business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

All such notices must be addressed to the parties as

follows: Allstars Camp Corporation
ATTN: Tamar Hill
7750 Summerlake Pointe
Blvd Winter Garden, FL
34787
Email: info@My Cityallstars.com

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within ten business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least two days prior to such date, or in which the receipt from the commercial courier service is not dated prior to two days prior to such date) will be deemed delinquent.

21. **NO GUARANTIES**

We disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, sales, profits or success of sports and recreational related businesses generally, the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the network of My City Allstars Franchises. You acknowledge that:

- (a) any statements regarding the potential or probable revenues, sales or profits of the business venture are made solely in the Disclosure Document delivered to you prior to signing this Agreement;
- (b) any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing My City Allstars Franchises that is not contained in our Disclosure Document is unauthorized, unwarranted and unreliable and should be reported to us immediately;
- (c) any information you obtained from our franchise associates relating to revenues, sales, profits or otherwise does not constitute information obtained from us and we do not warrant or guaranty the accuracy of any such information; and
- (d) you have not received or relied on any representations about the My City Allstars Franchises made by us, or our officers, directors, employees or agents that are contrary to the statements made in our Disclosure Document or to the terms of this Agreement.

22. **REPRESENTATIONS**

To induce us to enter into this Agreement with you, you represent and warrant that:

- (a) in all of your dealings with us, our officers, directors, employees and agents act only in a representative capacity or agency capacity for a My City Allstars Franchise and not in an individual capacity;
- (b) this Agreement, and all business dealings between you and such individuals as a result of this Agreement, are solely between you and us;

Formatted: Heading 6,
Indent: Hanging: 0.31",
Outline numbered + Level:
1 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.32" + Indent at:
0.57", Don't allow hanging
punctuation, Tab stops:
0.57", Left

Formatted: Body Text,
Space Before: 0.1 pt, No
bullets or numbering,
Don't allow hanging
punctuation

Formatted: Heading 6,
Indent: Hanging: 0.31",
Space Before: 0 pt,
Outline numbered + Level:
1 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.32" + Indent at:
0.57", Don't allow hanging
punctuation, Tab stops:



- (d) you have read this Agreement and our Disclosure Document in their entirety; and
- (e) you understand that we do not grant a Franchise to you and this Agreement is not effective until we sign this Agreement (and all associated agreements between you and us or our affiliates).

23. **BUSINESS ORGANIZATION**

If you are (at any time) a business organization (like a corporation, limited liability company or partnership) (a “Business Entity”), you agree and represent that:

- (a) You have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;
- (b) Your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;
- (c) You will completely and accurately describe all of your owners and their interests in you in the Principal Owner's Statement (a copy of the form of which is an exhibit to the Disclosure Document);
- (d) You and your owners agree to revise the Principal Owner's Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request;
- (e) Each of your owners that are active in the My City Allstars Franchise at any time during the Term of this Agreement, and their spouses, will sign and deliver to us our standard form of Personal Guaranty (a copy of which is attached to this Agreement as Exhibit “A”), undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us; and
- (f) At our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your owners and your agents (like articles of incorporation or organization and partnership, operating or shareholder agreements).

(a)

24. **DISPUTE RESOLUTION**

24.1 **Governing Law**

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 and the sections following it) or other federal law, this Agreement and the franchise are governed by Florida law, excluding any law regulating the sale of franchises or governing the relationship between a franchisor and franchisee associate, unless the jurisdictional requirements of such laws are met independently without reference to this Section.

24.2 **Internal Dispute Resolution**

You must first bring any claim or dispute between you and us to our President and/or Chief Executive Officer, after providing notice as set forth in Section 20 above. You must exhaust this internal dispute resolution procedure before you may bring your

Formatted: Heading 6,
Indent: Hanging: 0.31",
Space Before: 3.8 pt,
Outline numbered + Level:
1 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.32" + Indent at:
0.57", Don't allow hanging
punctuation, Tab stops:
0.57", Left

Formatted: Body Text,
Space Before: 0.5 pt, No
bullets or numbering,
Don't allow hanging
punctuation

Formatted: Heading 6,
Indent: Left: 0.25",
Hanging: 0.25", Space
Before: 0.05 pt, Outline
numbered + Level: 1 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.32" +
Indent at: 0.57", Don't
allow hanging
punctuation, Tab stops:

Formatted: Indent:
Hanging: 0.41", Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:

Formatted: Heading 6,
Indent: Hanging: 0.41",
Space Before: 0 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:



24.3 **Mediation**

At our option, all claims or disputes between you and us or our affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between you and us or our affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 24.2 above, must be submitted first to mediation, in, Orange County Florida under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. We will have a period of 30 days following receipt of such notice within which to notify you as to whether we or our affiliates elect to exercise its option to submit such claim or dispute to mediation. You may not commence any action against us or our affiliates with respect to any such claim or dispute in any court unless we fail to exercise our option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. Our rights to mediation, as set forth herein, may be specifically enforced by us. Each party will bear its own cost of mediation and we and you will share mediation costs equally. This agreement to mediate will survive any termination or expiration of this Agreement.

- (a) The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 24.3 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating):

(i) Any federally protected intellectual property rights in the Marks, the System, or in any Confidential Information;

(ii) Any claims pertaining to or arising out of any warranty issue; or

(iii) Any of the restrictive covenants contained in this Agreement.

(iv)

24.4 **Jurisdiction and Venue**

The parties hereby agree to the jurisdiction and venue of any court of competent jurisdiction in Orange County, Florida and the jurisdiction and venue of the United States District Court for the Middle District of Florida. You acknowledge that this Agreement has been entered into in the State of Florida, and that you are to receive valuable and continuing services emanating from our headquarters in Orange County, Florida, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, you hereby irrevocably consent to the personal jurisdiction of the state and federal courts of Florida as set forth above.

24.5 **Third Party Beneficiaries**

Our officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the mediation provision set forth in this Section 24, each having authority to specifically enforce the right to mediate/litigate claims asserted against such person(s) by you.

24.6 **Prior Notice of Claims**

As a condition precedent to commencing an action for damages or for violation or

Formatted: Heading 6,
Indent: Hanging: 0.35",
Space Before: 3.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Justified,
Indent: Left: 0.98",
Hanging: 0.33", Right:
0.31", Outline numbered +
Level: 3 + Numbering
Style: a, b, c, ... + Start at: 1
+ Alignment: Left +
Aligned at: 0.94" + Indent
at: 1.32", Don't allow
hanging punctuation, Tab
stops: 1.32", Left

Formatted: Right: 0.31",
Outline numbered + Level:
4 + Numbering Style: i, ii,
iii, ... + Start at: 1 +
Alignment: Left + Aligned
at: 1.82" + Indent at:
2.07", Don't allow hanging
punctuation, Tab stops:
2.07", Left

Formatted: Indent:
Hanging: 0.25", Outline
numbered + Level: 4 +
Numbering Style: i, ii, iii, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 1.82" +
Indent at: 2.07", Don't
allow hanging
punctuation, Tab stops:

Formatted ... [80]

Formatted: Body Text,
Space Before: 0.45 pt, No
bullets or numbering,
Don't allow hanging
punctuation

Formatted ... [81]

Formatted ... [82]

Formatted ... [83]



breach of this Agreement, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice will preclude any claim for



damages.

24.7 **No Right to Offset**

You will not withhold all or any part of any payment to us or any of our affiliates on the grounds of our alleged nonperformance or as an offset against any amount we or any of our affiliates allegedly may owe you under this Agreement or any related agreements.

24.8 **Cumulative Remedies**

The remedies available to any party if the other party breaches this Agreement are cumulative. The exercise of any remedy will not limit any other remedies that may be available. Both parties will also be entitled to any and all remedies available under applicable law.

24.9 **Limitation of Liability**

Neither of the parties will be liable for loss or damage or deemed to be in breach of this Agreement if failure to perform obligations results from:

- (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof;
- (b) acts of God;
- (c) acts or omissions of a similar event or cause; or
- (d) any such delay as may be reasonable.

However, such delays or events do not excuse payments of amounts owed at any time.

24.10 **Waiver of Punitive Damages**

WITHOUT LIMITING YOUR OBLIGATIONS TO INDEMNIFY US PURSUANT TO SECTIONS 4, 11, 12, 15 and 16 OF THIS AGREEMENT, YOU AND WE EACH WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AND WE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

24.11 **Limitations of Claims**

ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN 1 YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) CLAIMS FOR INDEMNIFICATION; AND/OR (B) UNAUTHORIZED USE OF THE MARKS OR CONFIDENTIAL INFORMATION. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.

24.12 **Waiver of Jury Trial**

YOU AND WE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

Formatted: Heading 6, Indent: Hanging: 0.48", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Heading 6, Indent: Hanging: 0.48", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Heading 6, Indent: Hanging: 0.47", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Formatted: Indent: Left: 1", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops:

Formatted: Justified, Indent: Left: 1", Hanging: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Formatted ... [84]

Formatted ... [85]

Formatted ... [86]

Formatted ... [87]

Formatted ... [88]



24.13 **Litigation Expenses**

Formatted: Indent:
Hanging: 0.41", Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:



In any action or dispute, at law or in equity, that may arise under or otherwise relate to the terms of this Agreement, the prevailing party will be entitled to full reimbursement of its litigation expenses from the other party. Litigation expenses include reasonable attorneys' fees, defense costs, witness fees and other related expenses including paralegal fees, travel and lodging expenses and court costs. Reimbursement is due within 30 days of written notice after prevailing

25. MISCELLANEOUS

25.1 Approval and Consents

Whenever this Agreement requires our advance approval, agreement or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, we have the absolute right to make decisions on our part with or without cause and to refuse any request by you or to withhold our approval of any action or omission by you. If we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees which you may rely on, and will not assume any liability or obligation to you.

25.2 Severability

If any of the provisions of this Agreement are held invalid for any reason, the remainder will not be affected and will remain in full force and effect in accordance with its terms.

25.3 Waivers

Waiver of any provision of this Agreement will not be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure by either party to insist upon strict performance of any provision will not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same provision at any other time, or any other provision of this Agreement.

25.4 Entire Agreement

This Agreement, including any amendments, addenda, and the Disclosure Document compose the entire Agreement between the parties relating to its subject matter, and supersedes all prior agreements, proposals, representations and commitments, oral or otherwise; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. This Agreement may only be amended by an instrument signed by the authorized My City Allstars Franchises of both parties.

25.5 Background Information

Both parties agree that the background information at the beginning of this Agreement is accurate.

25.6 Construction

The headings of sections are for convenience only and do not define, limit or construe the contents of such sections. In computing periods from a specified date to a later specified date, the words “from” and “commencing on” or “beginning on” (and the like) mean “from and including” and the words “to,” “until” and “ending on” (and the like) mean “to but excluding.” “Including” means “including, but not limited to.” “A or B” means A or B or both.

25.7 Continuing Obligations



Formatted: Heading 6,
Indent: Left: 0.25",
Hanging: 0.25", Outline
numbered + Level: 1 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.32" +
Indent at: 0.57", Don't
allow hanging
punctuation, Tab stops:

Formatted: Indent:
Hanging: 0.41", Outline
numbered + Level: 2 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: 0.51" +
Indent at: 0.86", Don't
allow hanging
punctuation, Tab stops:

Formatted: Heading 6,
Indent: Hanging: 0.41",
Space Before: 0.05 pt,
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.41",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.41",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted ... [89]

Formatted ... [90]

Formatted ... [91]

All obligations of the parties which expressly or by their nature survive the expiration or termination of this Agreement continue in full force and effect subsequent to and



regardless of the expiration or termination of this Agreement and until they are satisfied or by their nature expire.

25.8 **Counterparts**

The parties may sign this Agreement in counterparts. Each signed counterpart will be an original; and all of them constitute one and the same Agreement.

25.9 **Pronouns**

All words used in this Agreement, regardless of the number or gender in which they are used, will be construed to include any other number, singular or plural, in any other gender, masculine, feminine or neuter, as the context of this Agreement may require.

25.10 **Timing**

Time is of the essence of this Agreement. However, whenever the time for the performance of any action or condition contained in this Agreement falls on a Saturday, Sunday or legal holiday, such time will be extended to the next business date.

25.11 **Operation in the Event of Absence or Disability**

In order to prevent any interruption of the business operations which would cause harm to the business, thereby depreciating the value thereof, you authorize us, and we may, at our option, in the event that you are absent for any reason or is incapacitated by reason of illness and is unable, in our sole and reasonable judgment, to operate the business, operate the business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the business during such period of operation by us shall be kept in a separate account, and the expenses of the business, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the business franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

25.12 **Compliance with Anti-Terrorism Laws**

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti- Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti- Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

25.13 **No Recourse**

You acknowledge and agree that except as provided under an express statutory liability for such conduct, none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for (a) any of our obligations or liabilities relating to or arising from this Agreement,

Formatted: Heading 6,
Indent: Hanging: 0.41",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.41",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.41",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.41",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted: Heading 6,
Indent: Hanging: 0.41",
Outline numbered + Level:
2 + Numbering Style: 1, 2,
3, ... + Start at: 1 +
Alignment: Left + Aligned
at: 0.51" + Indent at:
0.86", Don't allow hanging
punctuation, Tab stops:
0.86", Left

Formatted [92]



(b) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (c) any claim against us based on any of our alleged unlawful act or



39. ~~Is it true that no broker, employee, or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property, or services from you in connection with a Business purchase with exception of those payments or loans provided in the Disclosure Document?~~

40. ~~_____~~

~~YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.~~

Signature of Franchisee Applicant	Signature of Franchisee Applicant
Name (please print)	Name (please print)
Dated: _____	Dated: _____
Signature of Franchisee Applicant	Signature of Franchisee Applicant
Name (please print)	Name (please print)
Dated: _____	Dated: _____

~~GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES ON BACK OF THIS PAGE (REFER TO QUESTION NUMBER).~~

~~ATTACH
MENT E
TO THE
FRANCHISE AGREEMENT~~

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

Bank Name: _____
ABA#: _____
Acct. No.: _____
Acct. Name: _____

Effective as of the date of the signature below, [Franchisee Name] _____ (the "Franchisee") hereby authorizes Allstars Camp Corporation (the "Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing Franchisor or its affiliates under the franchise agreement dated ____ (the "Franchise Agreement") for the business located at: _____

_____ (the "Business"): (i) all Royalty Fees; (ii) Fund Contributions; (iii) any amounts due and owing the Franchisor or its affiliates in connection with marketing materials or other supplies or inventory that is provided by

Franchisor or its affiliates; and (iv) all other fees and amounts due and owing to Franchisor or its affiliates under the Franchise Agreement. Franchisee acknowledges each of the fees described above may be collected by the Franchisor (or its designee) as set forth in the Franchise Agreement.

The parties further agree that all capitalized terms not specifically defined herein will be afforded the definition they are given in the Franchise Agreement.

Such withdrawals shall occur on a weekly basis, or on such other schedule as Franchisor shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Franchisor. Franchisee shall provide Franchisor, in conjunction with this authorization, a voided check from the ~~above~~ above-referenced account.

[Signature page follows]

EXHIBIT **FG**

FORM OF GENERAL RELEASE AGREEMENT



~~WAIVER AND~~ GENERAL RELEASE OF CLAIMS

[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]

~~This Waiver and This General~~ Release of Claims ("Release") is made as of ~~[DATE]~~, by ~~[FRANCHISEE]~~, a(n) ~~[STATE ORGANIZATION TYPE]~~ the date signed below, by the individual or entity listed below as franchisee ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of ~~All Stars~~ Allstars Camp Corporation ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a My City Allstars ~~business~~;

WHEREAS, [Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement] OR [the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release], and Franchisor has consented to such ~~[transfer]~~ ~~[successor franchise agreement]~~ ~~[amendment]~~ ~~[termination]~~ ~~[other reason]~~; and

WHEREAS, as a condition to Franchisor's consent ~~to [transfer the Agreement] [enter into a successor franchise agreement] [amend the Agreement] [terminate the Agreement] [other reason]~~, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

~~2.~~
3. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the

2. offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third party claim.

4.3. Nondisparagement. Releasor expressly covenants and agrees not to make any false My City Allstars
~~Camp Corporation-~~

Formatted: List
Paragraph, Justified,
Indent: Hanging: 0.01",
Right: 0.08", Outline
numbered + Level: 1 +
Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment:
Left + Aligned at: -0.41" +
Indent at: 0.09", Don't
allow hanging

representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. **Confidentiality.** Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third party without Franchisor's express

5. written consent, except as required by law.

6.5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the state ~~of Florida~~where the Franchised Business is located.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit ~~of the~~of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

[Signature Page follows]

Formatted: Body Text, Justified, Indent: Left: 0.09", Space Before: 2.9 pt, No bullets or numbering, Don't allow hanging punctuation

Signature Page to General Release Form

IN WITNESS WHEREOF, Releasor has executed this Release as of the date ~~first written~~
~~above~~signed below.

FRANCHISEE:

[FRANCHISEE]

By:

~~Printed~~

Name:

Title:

Date:

FRANCHISEE'S OWNERS:

(add more lines signature lines as necessary)

Signature:

~~Printed~~

Name:

Date:

Signature:

~~Printed~~

Name:

~~Signature~~D

atc:

Printed Name: _____

EXHIBIT **GH**

FORM OF NONDISCLOSURE AND NONCOMPETE AGREEMENT

~~ALLSTARS CAMP CORPORATION~~

[THIS EXHIBIT IS FOR REFERENCE PURPOSES ONLY AS A SAMPLE FORM CONFIDENTIALITY AGREEMENT THAT FRANCHISOR MAY APPROVE FOR USE BY FRANCHISEE – BEFORE USING WITH AN EMPLOYEE OR CONTRACTOR FRANCHISEE SHOULD HAVE THIS AGREEMENT REVIEWED AND APPROVED BY AN INDEPENDENT LOCAL ATTORNEY HIRED BY FRANCHISEE.]





CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT
(for trained employees, officers, directors, general partners, members, Operating Principal(s), Key Manager(s), and any other management personnel of Franchisee)

In consideration of my being a [INSERT TITLE/ROLE WITH FRANCHISEE] of [FRANCHISEE ENTITY] (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (the undersigned) hereby acknowledge and agree that Franchisee has acquired the right from Allstars Camp Corporation (the "Company") to:

[Sample ONLY]

This Agreement (the "Agreement") is entered into by the undersigned ("you") in favor of:

(i) ~~establish and operate a~~ [On the Line Below, Insert Name of Franchisee that Owns and Operates the My City Allstars franchised business (the "Franchised Business"); and Franchised Business]

(hereinafter referred to as "us", "our" or "we")

Recitals and Representations

WHEREAS, we are the owners of a licensed My City Allstars Business (hereinafter referred to as the "My City Allstars Business") that we independently own and operate as a franchisee;

WHEREAS, you are or are about to be an employee, independent contractor, officer and/or director of a My City Allstars Business that is independently owned and operated by us;

WHEREAS, in the course of your employment, independent contractor relationship and/or association with us, you may gain access to Confidential Information (defined below in this Agreement) and you understand that it is necessary to protect the Confidential Information and for the Confidential Information to remain confidential;

WHEREAS, our franchisor, Allstars Camp Corporation is not a party to this agreement and does not own or manage the My City Allstars Business but is an intended third-party beneficiary of this Agreement; and

WHEREAS, this Agreement is not an employment agreement and is only a confidentiality agreement in connection with information, materials and access that may be provided to you in connection with the My City Allstars Business.

NOW THEREFORE, you acknowledge and agree as follows:

1. **Recitals and Representations.** You agree that the foregoing Recitals and Representations are true and accurate and shall constitute a part of this Agreement and are hereby incorporated into the main body of this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

"Business Management System" refers to and means the software and/or internet or cloud-based system
My City Allstars Camp Corporation 2022 Franchise Agreement
FORM OF NONDISCLOSURE AND NONCOMPETE

Formatted: Body Text,
Indent: Left: 0.08", Right:
0.12", Space Before: 3.65
pt, No bullets or
numbering, Don't allow
hanging punctuation

and/or systems, point of sale system or systems and customer relationship management system or systems as used in connection with the operations of the My City Allstars Business.

“Business Management System Data” refers to and means the forms, data, tools, customer information, inventory and sales information, and other information that is entered into and/or maintained on the Business Management System of the My City Allstars Business.

“Confidential Information” refers to and means: (a) non-public methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of the My City Allstars Business; (b) information concerning

customers, customer lists, email lists, database lists, product sales, operating results, financial performance and other financial data of the My City Allstars Business; (c) customer lists and information related to the My City Allstars Business; (d) Business Management System Data; current and future information contained in the My City Allstars Operations Manual made available to the My City Allstars Business by Allstars Camp Corporation; and (e) production and service procedures that are not disclosed to the public but used by the My City Allstars Business.

“Digital Media” refers to and means any interactive or static electronic document, application or media including, but not limited to, www.mycityallstars.com, social media platforms and applications such as Facebook, LinkedIn, Twitter, Pinterest, Instagram, Snapchat, YouTube, and world wide web and internet based directories and local directories that refers, references, identifies, reviews, promotes and/or relates, in any way, to the My City Allstars Business or other My City Allstars Businesses.

“Licensed Marks” refers to and means the word marks, trademarks, service marks, and logos now or hereafter utilized in the operation of a My City Allstars Business, including, but not limited to, the “My City Allstars” word mark, associated logos, and any other trademarks, service marks or trade names that we designate for use in a My City Allstars Business.

“Operations Manual” refers to and means the confidential operations manual made available to the My City Allstars Business by our franchisor or as otherwise designated by us. The Operations Manual may consist of one of more volumes, handbooks, manuals, written materials, video, electronic media files, cloud/internet-based list-service, intra-net, internet based and accessed databases, computer media, webinars and other materials as may be modified, added to, replaced, or supplemented.

“Trade Dress” refers to and means the My City Allstars designs, images, marketing materials, packaging, branding and/or branding images used in connection with the operation of the My City Allstars Business.

3. Your Access to Confidential Information. In addition to the representations and acknowledgments contained in the Recitals and Representations, above, you acknowledge and represent that in your capacity as an employee, independent contractor, officer and/or director of the My City Allstars Business that you will be gaining access to, among other things, the Confidential Information. You acknowledge that the terms of this Agreement are fair and reasonable.

4. Protection of the Confidential Information. You agree that: (i) you will not use the Confidential Information in any business or capacity other than the My City Allstars Business; (ii) you will maintain the confidentiality of the Confidential Information at all times; (iii) you will not make unauthorized copies of documents containing the Confidential Information; (iv) you will take such reasonable steps as the we may ask of you from time to time to prevent unauthorized use or disclosure of the Confidential Information; and (v) you will stop using the Confidential Information immediately at our request or demand. You will not use the Confidential Information for any purpose other than for the performance of your duties on behalf of us and in accordance with the scope of your work with us.

5. Reasonableness of Covenants and Restrictions. You agree that: (i) the terms of this Agreement are reasonable and fair and that you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **You hereby waive any right to challenge the terms of this Agreement as being overly broad, unreasonable, or otherwise unenforceable.**

6. Breach. You agree that failure to comply with the terms of this Agreement will cause irreparable harm to us and to our franchisor, Allstars Camp Corporation, and other My City Allstars franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us or our franchisor, Allstars Camp Corporation, to injunctive relief. You agree that we and/or our franchisor, Allstars Camp Corporation, may apply for such injunctive relief, without bond, but upon due

notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted.

upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, you agree that the amount of the bond shall not exceed one thousand dollars (\$1,000.00). None of the remedies available to us under this Article are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages.

7. Miscellaneous.

(a) If we hire an attorney or files suit against you because you have breached this Agreement and if we prevail in such lawsuit, you agree to pay the reasonable attorney fees and costs that we incur.

(b) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

YOU ACKNOWLEDGE THAT THIS IS NOT AN EMPLOYMENT AGREEMENT.

YOU ACKNOWLEDGE AND AGREE THAT OUR FRANCHISOR, ALLSTARS CAMP CORPORATION, IS NOT A PARTY TO THIS AGREEMENT BUT IS AN INTENDED THIRD- PARTY BENEFICIARY OF THIS AGREEMENT.

~~(ii) use in the operation of the Franchised Business the Company's trade names, trademarks and service marks (collectively, the "Marks") and the Company's unique and distinctive format and system relating to the establishment and operation of a Franchised Business (the "System"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and approved location: [LOCATION ADDRESS] (the "Premises").~~

~~11. The Company possesses certain proprietary and confidential information relating to the operation of the Franchised Business and System generally, including without limitation: Company's proprietary and confidential Operations Manual and other manuals providing guidelines, standards and specifications related to the establishment and operation of the Franchised Business (collectively, the "Manual"); Franchisor's proprietary training materials and programs, as well as proprietary marketing methods and other instructional materials; trade secrets; information related to any other proprietary methodology or aspects of the System or the establishment and continued operation of the Franchised Business; financial information; any and all customer lists, contracts and other customer information obtained through the operation of the~~

~~Franchised Business and other _____ businesses; any information related to any type of proprietary software that may be developed and/or used in the operation of with the Franchised Business; and any techniques, methods and know-how related to the operation of the Franchised Business or otherwise used in connection with the System, which includes certain trade secrets; copyrighted materials, methods and other techniques and know-how (collectively, the "Confidential Information").~~

~~12. Any other information, knowledge, know-how, and techniques which the Company specifically designates as confidential will also be deemed to be Confidential Information for purposes of this Agreement.~~

13. ~~As [INSERT TITLE WITH RESPECT TO FRANCHISEE] of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Manual, and other general assistance during the term of this Agreement.~~

~~14. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information, in whole or in part, for any use outside the System would constitute an unfair method of competition.~~

~~15. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict~~

~~16.—~~

~~confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as [INSERT TITLE] of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.~~

~~17. I will surrender any material containing some or all of the Confidential Information to the Company, upon request, or upon conclusion of the use for which the information or material may have been furnished.~~

~~18. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business offering, developing, marketing, organizing, providing, promoting, coordinating or selling amateur, youth or corporate sports leagues, tournaments, seasonal and non-seasonal sporting related camps, sport related training programs, or participation in them, and related services or products, like uniforms, T shirts, jackets, shorts, hats, caps, visors, sporting equipment, and trophies, (collectively, a “Competing Business”). I also agree that I will not undertake any action to divert business from the Franchised Business to any Competing Business or solicit any of the former customers or employees of Franchisee for any competitive business purpose.~~

~~7.1 Post Term Restrictive Covenant for Controlling Person of Franchised Business or Manager/Officers/Directors of Franchisee. In the event I am a manager of the Franchised Business, or an officer/director/manager/partner of Franchisee that has not already executed a personal guaranty agreeing to be bound by the terms of the Franchise Agreement, then I further agree that I will not be involved in a Competing Business of any kind for a period of one year after the expiration or termination of my employment with Franchisee for any reason: (i) at or within a 40-mile radius of the Premises; or (ii) within a 40-mile radius of any other My City Allstars business that exists at the time my employment with Franchisee ceases through the date of my involvement with the Competing Business. I also agree that I will not be involved in the franchising or licensing of any Competing Business at any location or undertake any action to divert business from the Franchised Business to any Competing Business or solicit any of the former customers or employees of Franchisee for any competitive business purpose, during this one year period following the termination or expiration of my employment with the Franchisee.~~

~~19. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately~~

stated in and made a part of this Agreement.

~~20. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.~~

~~21.—~~

~~22. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees, and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee, or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.~~

~~23. I shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Confidential Information and the System.~~

~~24. Franchisee shall make all commercially reasonable efforts to ensure that I act as required by this Agreement.~~

~~25. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by me shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by me.~~

~~26. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND I HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE STATE COURT CLOSEST TO FRANCHISOR'S THEN CURRENT HEADQUARTERS OR, IF APPROPRIATE, THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA. I HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. I HEREBY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ME IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY FLORIDA OR FEDERAL LAW. I FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE ONE OF THE COURTS DESCRIBED ABOVE IN THIS SECTION; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.~~

~~27. The parties acknowledge and agree that each of the covenants contained in this Agreement are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by~~

a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, I expressly agree to be bound by any lesser covenant subsumed within the terms of the covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement.

~~28. —~~

~~29. — This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement may be modified only by a duly authorized writing executed by all parties.~~

~~30. — All notices and demands required to be given must be in writing and sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile or electronic mail, (provided that the sender confirms the facsimile or electronic mail, by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective party at the following address unless and until a different address has been designated by written notice.~~

~~Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile or electronic mail shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday, and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.~~

~~31. — The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective parent, successor, and assigns.~~

IN WITNESS WHEREOF, ~~this Agreement is made and entered into by each of~~ the undersigned parties as of the Effective Date, has executed this Agreement as of the date or dates set forth below.

RESTRICTED PARTY

UNDERSIGNED

Signature: _____

Name: _____

Signature:

Name:

Date:

EXHIBIT I

Address: _____

Title: _____

ACKNOWLEDGED BY FRANCHISEE

[FRANCHISEE NAME]

By: _____

Title: _____

EXHIBIT H

STATE SPECIFIC ADDENDA

The following modifications are made to this ~~disclosure document~~ Disclosure Document given to you and may supersede, to the extent then-required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated as of the Effective Date set forth in your Franchise Agreement. When the term “Franchisor’s Choice of Law State” is used, it means the laws of the state of Florida, subject to any modifications as set forth in the addenda below. When the term “Supplemental Agreements” is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. These State Specific Addenda (“Addenda”) modify the agreements to comply with the state’s laws. The terms of these Addenda will only apply if you meet the requirements of the applicable state, independent of your signing the appropriate Addenda. The terms of the Addenda will override any inconsistent provision in the FDD, Franchise Agreement, or any Supplemental Documents. These Addenda are only applicable to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign the signature page to the Addenda along with the Franchise Agreement and any Supplemental Agreements.



**CALIFORNIA
~~ADDENDUM TO~~
~~DISCLOSURE~~
~~DOCUMENT~~**

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

OUR WEBSITE ~~WWW.MYCITYALLSTARS.COM~~ HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT dfpi.ca.gov.

~~Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:~~

ITEM 3 – LITIGATION

~~4.~~ Neither the Franchisor, nor any person identified in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange

ITEM 17 ~~—~~ RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

2. 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).

3. The Franchise Agreement ~~contains and the Development Agreement contain~~ provisions requiring application of the laws of Florida. This provision may not be enforceable under California law.

4. The Franchise Agreement ~~requires and the Development Agreement require~~ venue to be limited to Florida. This provision may not be enforceable under California law.

5. The Franchise Agreement contains a covenant not to compete which extends beyond the termination or non-renewal of the franchise. This provision may not be enforceable under California law.

6. THE FRANCHISE AGREEMENT MAY REQUIRE THE FRANCHISEE TO EXECUTE A GENERAL RELEASE OF CLAIMS UPON EXECUTION OF THE FRANCHISE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

7. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material

modification of your Franchise Agreement or the Development Agreement.

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

~~9. franchisees are encouraged to consult~~

~~10.9.~~ The Franchise Agreement ~~requires~~ and any Area Development Agreement require binding arbitration. The arbitration will occur in Florida. If we are the substantially prevailing party, we will be entitled to recover reasonable attorneys' fees and litigations costs and expenses in connection with the arbitration. Prospective

franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

~~11. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise."~~

~~12. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. See Rule 310.114.1.~~

~~13. _____~~

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

The following paragraphs are added in the state cover pages:

THESE FRANCHISES WILL HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for Allstars Camp Corporation in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent,

[My City Allstars](#)
~~Camp Corporation-~~

ILLINOIS ~~ADDENDUM TO DISCLOSURE DOCUMENT~~

Illinois law governs the Disclosure Document and Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a ~~disclosure document and~~ franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a ~~disclosure document and~~ franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

INDIANA ~~ADDENDUM TO DISCLOSURE DOCUMENT~~

Notwithstanding anything to the contrary set forth in the Franchise [Agreement or Area Development Agreement](#), the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The Franchise [Agreement and Area Development Agreement](#) will be governed by Indiana law. Venue for litigation will not be limited to a venue outside of the State of Indiana, as specified in the Franchise Agreement [and Area Development Agreement](#).
2. The prohibition by Indiana Code 23-2-2.7-1 (7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede any conflicting provisions of the Franchise Agreement [and the Area Development Agreement](#) in the State of Indiana to the extent they may be inconsistent with such prohibition.
3. No release language set forth in the Franchise [Agreement or Area Development Agreement](#) will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
4. The post-termination non-competition covenants set forth in the Franchise [Agreement and Area Development Agreement](#) shall be limited in time to a maximum of three (3) years and in geographic scope to the designated territory granted by the Agreement.
5. Nothing in the Franchise [Agreement or Area Development Agreement](#) will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede any conflicting choice of law provisions set forth herein if such provision is in conflict with Indiana law.
6. You will not be required to indemnify us and the other Indemnities for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.
7. If we receive any payments related to purchases from you that we do not pass on in full to the supplier, we will promptly account for the amount of the payment that we retained and we will transmit the retained amount to you.

**IOWA~~ADDENDUM TO~~
DISCLOSURE DOCUMENT**

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and ~~any negotiable~~ any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, ~~if you~~ if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Allstars Camp Corporation at 13790 Bridgewater Crossing Blvd #1080, Windermere, FL 34786 not later than midnight of the third business day after the Effective Date.

I hereby cancel this

transaction. FRANCHISEE

Franchisee: _____

Signed:

Name:

Date:

MARYLAND~~ADDENDUM TO DISCLOSURE DOCUMENT~~

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document ~~or~~ Franchise [Agreement or Area Development](#) Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

Item 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. No release language in the Franchise [Agreement or Area Development](#) Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Any general release required as a condition of renewal, sale and/or assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the franchise.
3. The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

~~INFORMATION REQUIRED BY THE STATE OF MINNESOTA~~

Notwithstanding anything to the contrary set forth in the ~~disclosure document or~~ [Disclosure Document](#), the Franchise [Agreement, or the Area Development Agreement](#), the following provisions will supersede and apply:

1. We will protect your right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the same.
2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) 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.
3. No release language set forth in the Franchise [Agreement or Area Development Agreement](#) will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
4. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement [or Area Development Agreement](#).
5. Under the terms of the Franchise [Agreement and Area Development Agreement](#), as modified by the Minnesota Addendum to the Franchise Agreement, you agree that if you engage in any non-compliance with the terms of the Franchise Agreement or unauthorized or improper use of the System Marks, or Proprietary Materials during or after the period of the Agreements, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

NEW YORK ~~ADDENDUM TO DISCLOSURE DOCUMENT~~

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND ~~NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005~~ THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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.

e-

Formatted: Body Text, No bullets or numbering, Don't allow hanging punctuation

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

~~Neither the Franchisor, nor its affiliates, officers, or directors during the 10 year period immediately preceding the date of the offering prospectus have (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 one (1) year after the officer or general partner of the franchisor held this position in the company or partnership.~~

4. ~~The following are revisions to Item 5 of the Franchise Disclosure Document:~~

~~The Initial Franchise Fee is to be used for the purpose of sales development, training, and marketing costs as set forth in Item 7.~~

~~5.3.~~ The following is added to the end of the "Summary" section of Item 17(c), titled "**Requirements for franchisee to renew or extend,**" and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Section 687-~~4~~(4) and 687-~~5~~(5) be satisfied.

~~6.4.~~ The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

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

~~7. The following is added to the end of the "Summary" section of Item 17(e), 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.~~

~~8.5.~~ The following is added to the end of the "Summary" section of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of Law**":

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

9. ~~Any requirements of an Area Representative Agreement that you consent to the entry of an injunction prohibiting any breach by you of your obligations under the Franchise Agreement are modified in the State of New York to provide only that you consent to the seeking of such an injunction.~~

10. ~~The following sentence is added at the end of the section entitled "Modifications to System" in Item 17 of the Franchise Disclosure Document:~~

~~However, any new or different requirement set forth will not unreasonably increase your obligations or place an excessive economic burden on your operations.~~

NORTH DAKOTA~~ADDENDUM TO~~ ~~DISCLOSURE DOCUMENT~~

In North Dakota, the Disclosure Document is amended as follows to conform to North Dakota

law: Item 5 "Initial Fees," is supplemented by the addition of the following:

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51- 19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

Item 6 "Other Fees," is supplemented by the addition of the following:

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

Item 17 "Renewal, Termination, Transfer and Dispute Resolution," is supplemented by the addition of the following:

2. ~~Item 17(c) "Requirements for Franchisee to Renew or Extend" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement which requires the~~ Any provision requiring a franchisee to sign a general release upon renewal of the Franchise Agreement is franchise agreement has been determined to be unfair, unjust, or and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."

Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

3. ~~Item 17(r) "Non-competition Covenants" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement Covenants restricting competition is contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust or inequitable within the intent of Section 51-09-09 of the North Dakota Franchise Investment Law."~~ and inequitable. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

4. ~~Item 17(u) "Dispute Resolution" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement which provides that the parties agree to an~~ Any provision in the Franchise Agreement requiring a

Formatted: Body Text, Justified, Indent: Left: 0.58", Right: 0.58", No bullets or numbering, Don't allow hanging punctuation

Formatted: Body Text, Justified, Indent: Left: 0.58", Right: 0.59", No bullets or numbering, Don't allow hanging punctuation

Formatted: Body Text, Justified, Indent: Left: 0.58", Right: 0.58", No bullets or numbering, Don't allow hanging punctuation

franchisee to agree to the arbitration or mediation of disputes ~~which place~~ at a location that is remote from the site of ~~Franchisee's~~ the franchisee's business ~~is~~ has been determined to be unfair, unjust-~~or~~, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.” The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee’s place of business.

5. ~~Item 17(v) “Venue” of the Disclosure Document is amended to provide as follows:~~ “Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the ~~Franchisee~~ franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.”

Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

~~Item 17(w) “Governing Law” is amended to provide as follows:~~ “Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota ~~is~~ are unfair, unjust, or

Formatted: Body Text, Justified, Indent: Left: 0.58", Right: 0.58", No bullets or numbering, Don't allow hanging punctuation

6. —”

inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

~~OHIO ADDENDUM TO
DISCLOSURE DOCUMENT~~

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

4. Initials: _____ Date: _____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Allstars Camp Corporation at 13790 Bridgewater Crossing Blvd #1080, Windermere, FL 34786 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this

transaction. ~~Franchisee:~~ _____

FRANCHISEE

Signed:

Name:

Date:

Formatted: Body Text, No
bullets or numbering,
Don't allow hanging
punctuation

**~~RHODE ISLAND ADDENDUM~~
~~TO DISCLOSURE~~
~~DOCUMENT~~**

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Rhode Island.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

§19-28.1.-14 of the Rhode Island Franchise Investment Act provides that “A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

[Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.](#)

**VIRGINIA~~ADD~~
ENDUM TO
DISCLOSURE
DOCUMENT**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for ~~All Stars~~ Allstars Camp Corporation, for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

~~INFORMATION REQUIRED BY THE STATE OF WASHINGTON~~

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

**WISCONSIN ~~AD~~
DENDUM TO
DISCLOSURE
DOCUMENT**

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

SIGNATURE PAGE FOR APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (~~“Addenda”~~) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement, and any ~~other specified agreement(s)~~ Supplemental Agreements entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement, or ~~other specified agreement(s)~~, Supplemental Agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- ☐ California
- ☐ Hawaii
- ☐ Illinois
- ☐ Iowa
- ☐ Indiana
- ☐ Maryland

- ☐ Michigan
- ☐ Minnesota
- ☐ New York
- ☐ North Dakota
- ☐ Ohio

- ☐ Rhode Island
- ☐ South Dakota
- ☐ Virginia
- ☐ Washington
- ☐ Wisconsin

Date: _____

FRANCHISOR:

Allstars Camp Corporation

By: _____

Title: _____

FRANCHISEE:

By: _____

EXHIBIT I

Date: _____

FRANCHISOR:

Allstars Camp Corporation

Name: _____

Title: _____

My City Allstars
Camp Corporation

FRANCHISEE:

FRANCHISEE

Name:

Title:

EXHIBIT J

STATE EFFECTIVE DATES

The following States require that the Franchise Disclosure Document be registered or filed with the State, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed or registered as of the Effective Date stated below:

State	Effective Date
California	December 5, 2022
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.



RECEIPT

This ~~disclosure document~~ Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Allstars Camp Corporation offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. ~~New York~~ Florida requires that you be given this ~~disclosure document~~ Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Allstars Camp Corporation does not deliver this ~~disclosure document~~ Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency ~~(which are listed in Exhibit B).~~

This franchise is being offered by the following seller(s) at the principal business address and phone number listed below (check all that have been involved in the sales process):

Tamar Hill ~~at 7750~~ 13790 Bridgewater Crossings Blvd #1080 Windermere, FL 34786, (321) 558-1555
Paul Coulam 13790 Bridgewater Crossings Blvd #1080 Windermere, FL 34786 (321) 558-1555

☐ Franchise Brokers, Consultants, or Franchise Development Company
Representatives (if any): Name:

☐ (~~Name)~~_____
(Address)_____
(Phone)_____
(Phone)_____

Formatted: Body Text,
Indent: Left: 0.08", First
line: 0.36", Right: 0.61",
Space Before: 0.05 pt, Line
spacing: Multiple 1.14 li,
No bullets or numbering,
Don't allow hanging
punctuation

6. (Name)_____ (Address)_____ (Phone)_____

7. (Name)_____ (Address)_____ (Phone)_____

Issuance Date: ~~September 9~~ March 8, 2022 2023

I received a ~~disclosure document~~ Disclosure Document that included the following Exhibits:

- A. Financial Statements
- B. List of State Administrators and Agents for Service of Process
- C. List of Current and Former Franchisees
- D. Operations Manual Table of Contents
- E. ~~Franchise Agreement~~ Franchise Agreement with Attachments
- F. Reserved
- ~~F.G.~~ Form of General Release
- ~~G.H.~~ Form of Confidentiality and ~~Noncompetition~~ Noncompete Agreement
- ~~H.I.~~ State Specific Addenda
- ~~I.J.~~ State Effective Dates
- Receipts

~~All Star Camp
Corporation~~

~~Date Received:~~ _____

Signature:

Print Name:

Date

Received:

PLEASE SIGN AND KEEP THIS COPY FOR YOUR RECORDS.

~~Please sign and keep this copy for your records.~~

~~All Star Camp
Corporation~~

RECEIPT

This ~~disclosure document~~ Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Allstars Camp Corporation offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this ~~disclosure document~~ Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Allstars Camp Corporation does not deliver this ~~disclosure document~~ Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency ~~(which are listed in Exhibit B).~~

This franchise is being offered by the following seller(s) at the principal business address and phone number listed below (check all that have been involved in the sales process):

Tamar Hill ~~at~~ 13790 Bridgewater Crossings Blvd #1080 Windermere, FL 34786, (321) 558-1555
Paul Coulam 13790 Bridgewater Crossings Blvd #1080 Windermere, FL 34786 (321) 558-1555

▲Franchise Brokers, Consultants, or Franchise Development Company Representatives (if any): Name:

~~☐~~ ~~(~~
~~Name)~~
~~(Address~~
~~)(~~
~~Phone)~~

Formatted: Body Text,
Indent: Left: 0.08", First
line: 0.36", Right: 0.61",
Space Before: 0.05 pt, Line
spacing: Multiple 1.14 li,
No bullets or numbering,
Don't allow hanging
punctuation

8. (Name) _____ (Address) _____ (Phone) _____

9. (Name) _____ (Address) _____ (Phone) _____

Issuance Date: ~~September 9~~ March 8, 2022 2023

I received a ~~disclosure document~~ Disclosure Document that included the following Exhibits:

- A. Financial Statements
- B. List of State Administrators and Agents for Service of Process
- C. List of Current and Former Franchisees
- D. Operations Manual Table of Contents
- E. ~~Franchise Agreement~~ Franchise Agreement with Attachments
- F. Reserved
- ~~F.G.~~ Form of General Release
- ~~G.H.~~ Form of Confidentiality and ~~Nonecompetition~~ Noncompete Agreement
- ~~H.I.~~ State Specific Addenda
- ~~I.J.~~ State Effective
Dates Receipts

Signature:

~~All Star Camp
Corporation~~

Print Name:

Date

Received:

Signature: _____

Print Name: _____

~~Return This Copy To Us~~ RETURN THIS COPY TO US: Allstars Camp Corporation

13790 Bridgewater Crossings Blvd #1080

Windermere, FL 34786

~~info@mycityallstars.com,~~ (321) 558-1555

~~All Star Camp
Corporation~~

Page 3: [1] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 3: [2] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 3: [3] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 5: [4] Formatted Unknown

Justified, Indent: Left: 0.98", Hanging: 0.33", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 5: [5] Formatted Unknown

Justified, Indent: Left: 0.98", Hanging: 0.33", Right: 0.31", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab

Page 7: [6] Formatted Unknown

Justified, Indent: Left: 0.98", Hanging: 0.33", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 7: [7] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 7: [8] Formatted Unknown

Justified, Indent: Left: 0.94", First line: 0", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.17", Left

Page 7: [9] Formatted Unknown

Heading 6, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.32" + Indent at: 0.57", Don't allow hanging punctuation, Tab stops: 0.57", Left

Page 7: [10] Formatted Unknown

Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 10: [11] Formatted Unknown

Heading 6, Indent: Left: 0.57", Hanging: 0.38", Space Before: 0.05 pt, Line spacing: Exactly 12.55 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hang

Page 10: [12] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Line spacing: Exactly 12.6 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 10: [13] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 15: [14] Formatted Unknown

Indent: Hanging: 0.35", Space Before: 3.65 pt, Line spacing: Exactly 12.6 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops

Page 15: [15] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 17: [16] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 19: [17] Formatted Unknown

Justified, Indent: Left: 0.92", First line: 0", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.13", Left

Page 21: [18] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Space Before: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 21: [19] Formatted Unknown

Indent: Left: 0.94", Hanging: 0.38", Right: 0.34", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 21: [20] Formatted Unknown

Indent: Left: 0.94", Hanging: 0.38", Right: 0.08", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 21: [21] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Outline numbered + Level: 3 + Numbering Style:

a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 21: [22] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 21: [23] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.34", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 21: [24] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 21: [25] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 21: [26] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 21: [27] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.34", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 21: [28] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32",

Page 21: [29] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 25: [30] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.31", Right: 0.31", Line spacing: Multiple 1.02 li, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punct

Page 29: [31] Formatted Unknown

Heading 6, Indent: Hanging: 0.31", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.32" + Indent at: 0.57", Don't allow hanging

punctuation, Tab stops: 0.57", Left

Page 29: [32] Formatted Unknown

Indent: Hanging: 0.35", Line spacing: Exactly 12.6 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 29: [33] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 29: [34] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 31: [35] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 32: [36] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 36: [37] Formatted Unknown

Justified, Indent: Left: 0.9", Hanging: 0.25", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.15", Left

Page 36: [38] Formatted Unknown

Justified, Indent: Left: 0.9", Hanging: 0.25", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.15", Left

Page 36: [39] Formatted Unknown

Indent: Left: 0.9", Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.15", Left

Page 36: [40] Formatted Unknown

Justified, Indent: Left: 0.9", Hanging: 0.25", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.11", Left

Page 36: [41] Formatted Unknown

Indent: Left: 0.9", Hanging: 0.19", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.09", Left

Page 36: [42] Formatted Unknown

Heading 6, Indent: Hanging: 0.31", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.32" + Indent at: 0.57", Don't allow hanging punctuation, Tab stops: 0.57", Left

Page 36: [43] Formatted Unknown

Indent: Hanging: 0.35", Space Before: 3.65 pt, Line spacing: Exactly 12.6 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops

Page 48: [44] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 48: [45] Formatted Unknown

Indent: Left: 0.94", Hanging: 0.38", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 48: [46] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Line spacing: Multiple 1.01 li, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punct

Page 48: [47] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Line spacing: Multiple 1.01 li, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punct

Page 48: [48] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 49: [49] Formatted Unknown

Justified, Indent: Left: 0.88", Hanging: 0.44", Right: 0.34", Line spacing: Multiple 1.02 li, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punct

Page 49: [50] Formatted Unknown

Indent: Left: 0.88", Hanging: 0.44", Right: 0.08", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 49: [51] Formatted Unknown

Body Text, Space Before: 0.45 pt, No bullets or numbering, Don't allow hanging punctuation

Page 49: [52] Formatted Unknown

Justified, Indent: Left: 0.88", Hanging: 0.44", Right: 0.34", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at:

0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab

Page 49: [53] Formatted Unknown

Justified, Indent: Left: 0.88", Hanging: 0.44", Right: 0.34", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 49: [54] Formatted Unknown

Justified, Indent: Left: 0.88", Hanging: 0.44", Right: 0.34", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 49: [55] Formatted Unknown

Justified, Indent: Left: 0.88", Hanging: 0.44", Right: 0.34", Space Before: 0.05 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, T

Page 49: [56] Formatted Unknown

Justified, Indent: Left: 0.88", Hanging: 0.44", Right: 0.34", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 51: [57] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 59: [58] Formatted Unknown

Indent: Hanging: 0.35", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 59: [59] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab

Page 59: [60] Formatted Unknown

Indent: Left: 0.94", Hanging: 0.38", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 61: [61] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 61: [62] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.37", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 63: [63] Formatted Unknown

Justified, Indent: Left: 0.94", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 63: [64] Formatted Unknown

Justified, Indent: Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 63: [65] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.37", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 63: [66] Formatted Unknown

Justified, Indent: Left: 0.94", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 63: [67] Formatted Unknown

Indent: Left: 0.94", Hanging: 0.38", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 63: [68] Formatted Unknown

Justified, Indent: Left: 0.94", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 63: [69] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 63: [70] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 63: [71] Formatted Unknown

Body Text, Space Before: 0.45 pt, No bullets or numbering, Don't allow hanging punctuation

Page 63: [72] Formatted Unknown

Heading 6, Indent: Hanging: 0.35", Space Before: 0.05 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 63: [73] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at:

1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 65: [74] Formatted Unknown

Heading 6, Indent: Hanging: 0.43", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 67: [75] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.37", Right: 0.34", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 67: [76] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.34", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 67: [77] Formatted Unknown

Justified, Indent: Left: 0.94", Hanging: 0.38", Right: 0.33", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab

Page 69: [78] Formatted Unknown

Heading 6, Indent: Hanging: 0.34", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 69: [79] Formatted Unknown

Heading 6, Indent: Hanging: 0.31", Space Before: 0 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.32" + Indent at: 0.57", Don't allow hanging punctuation, Tab stops: 0.57", Left

Page 74: [80] Formatted Unknown

Indent: Left: 1.82", Hanging: 0.27", Outline numbered + Level: 4 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 1.82" + Indent at: 2.07", Don't allow hanging punctuation, Tab stops: 2.08", Left

Page 74: [81] Formatted Unknown

Heading 6, Indent: Hanging: 0.41", Space Before: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 74: [82] Formatted Unknown

Heading 6, Indent: Hanging: 0.43", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 74: [83] Formatted Unknown

Heading 6, Indent: Hanging: 0.43", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 76: [84] Formatted Unknown

Justified, Indent: Left: 1", Hanging: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 76: [85] Formatted Unknown

Justified, Indent: Left: 1", Hanging: 0.31", Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.32", Don't allow hanging punctuation, Tab stops: 1.32", Left

Page 76: [86] Formatted Unknown

Heading 6, Indent: Hanging: 0.41", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 76: [87] Formatted Unknown

Indent: Hanging: 0.41", Space Before: 0.05 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 76: [88] Formatted Unknown

Indent: Hanging: 0.41", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 78: [89] Formatted Unknown

Heading 6, Indent: Hanging: 0.41", Space Before: 0.05 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 78: [90] Formatted Unknown

Heading 6, Indent: Hanging: 0.41", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 78: [91] Formatted Unknown

Heading 6, Indent: Hanging: 0.41", Space Before: 0.05 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left

Page 80: [92] Formatted Unknown

Heading 6, Indent: Hanging: 0.41", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.51" + Indent at: 0.86", Don't allow hanging punctuation, Tab stops: 0.86", Left