FRANCHISE DISCLOSURE DOCUMENT

ROCKSTARS OF TOMORROW FRANCHISE, INC.
A California Corporation
dba Rockstars of Tomorrow Musicians Academy

1900 Lampton Lane
Norco, California 92860
(909) 636-3446
Email: michael@rockstarsoftomorrow.com
URL: www. rockstarsoftomorrow.com

Rockstars of Tomorrow Franchise, Inc. offers franchises for the operation of music schools at converted residences and other specified locations, offering instruction in music (featuring the rock and roll genre) focusing on vocals, guitar, keyboard, and drums, and the retail sale of musical instruments, musical accessories, rock-related collectibles and related merchandise, products and accessories, using designated concepts, designs, recipes, authorized equipment and techniques.

The total investment necessary to begin operation of a Rockstars of Tomorrow single outlet franchise ranges from $195,500 to $472,000. This includes $45,000 to $65,000 that is paid to the franchisor or its affiliate. If you are converting an existing and similar business to the Rockstars of Tomorrow brand and you qualify for a conversion credit, you would pay an initial franchisee fee of $35,000 instead of the standard $45,000. If you sign an Area Development Agreement, you will be granted the right to open additional Outlets within a negotiated development area under a negotiated development schedule for a development fee paid to Rockstars of Tomorrow Franchise, Inc. of $18,000, multiplied by the number of additional Outlets you commit to open.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Michael Anderson at 1900 Lampton Lane, Norco, California 92860, telephone (909) 636-3446.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, such as 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 homepage 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: ~~June 19, 2023~~ **November 1, 2024**

CA

ROCKSTARS OF TOMORROW FRANCHISE, INC.

FRANCHISE DISCLOSURE DOCUMENT

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

To simplify the language, this disclosure document uses "we" or "us" to mean Rockstars of Tomorrow Franchise, Inc. "You" or "your" means the individual or entity buying the Rockstars of Tomorrow franchise. All persons who own 20% or more of the franchisee are "Principal Equity Owners".

The Franchisor, Parents and Affiliates

We are the franchisor for the Rockstars of Tomorrow system. Our principal business address is 1900 Lampton Lane, Norco, California 92860.

Our parent entity is Rockstars of Tomorrow, Inc. ("ROT"), whose principal business address is 1900 Lampton Lane, Norco, California 92860.

ROT owns and licenses all intellectual property relating to the Rockstars of Tomorrow business, including a royalty-free intellectual property license to us which then licenses you the right to use specific intellectual property under the franchise agreement. ROT or its affiliated entities may provide you with proprietary music instructional materials and proprietary merchandise. ROT does not offer franchises in any line of business. Otherwise, we are not controlled by, controlling, or under common control with any other entity that provides goods or services to our franchisees or offers franchises in any line of business.

Predecessors

We have no predecessor. However, our parent entity owns and operates music schools in Norco, California and Chino Hills, California that are equivalent to the franchise being offered to you.

Name Used by the Franchisor

We conduct business under the name "Rockstars of Tomorrow" (the "Brand"). We do not intend to use any other name to conduct business.

Agent for Service of Process

Our agents for service of process are Michael Anderson, 1900 Lampton Lane, Norco, California 92860 and (if you are in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin) the state office or official listed in Exhibit E of this disclosure document.

Business Organization Used by the Franchisor

We are a corporation organized in California on March 19, 2014.

The Franchisor's Business

We act solely as a franchisor of Rockstars of Tomorrow franchises. We began offering franchises in April 2015. We do not operate businesses of the type being franchised and we do not engage in other business activities.

Type of Fee[1]	Amount	Due Date[2]	Remarks
Indemnification of Franchisor against Losses	All "Losses", as defined in section 16.2 of the Franchise Agreement (variable).	Immediately upon our demand.	The Franchise Agreement requires you to indemnify us against Losses we may incur as a result of (i) your deviation from our approved menu, (ii) unauthorized use of our proprietary information or trademarks, (iii) the breach by you, any Principal Equity Owner or your Manager of non-compete covenants, or (iv) your intentional tort or negligence relating to operation of the Outlet.
De-identification Enforcement Expense	Cost and expenses relating to de-identification (variable)	Immediately upon our demand.	If you fail to de-identify your Store and your business upon termination or non-renewal of the Franchise Agreement, we have the right 15 days after written notice to enter the Store and complete de-identification changes at your expense.

1. All fees are imposed and collected by and are payable only to us. Except as indicated in Item 5 or otherwise in the table above, all fees are non-refundable. All fees are uniformly imposed. We currently require you to pay fees and other amounts due to us or our affiliates by electronic funds transfer ("EFT") or other similar means. You must complete an EFT authorization and a credit card authorization which allows us to charge your credit card for any past due amounts if an EFT payment is unsuccessful. We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. If you enter into an ADA to operate multiple Rockstars of Tomorrow Outlets, the fees indicated in the chart above are the fees charged or incurred for each Rockstars of Tomorrow Outlet. All fees are current as of the issuance date of this Franchise Disclosure Document.

2. Any payment that is not paid when due will be delinquent and will be subject to a late payment penalty of 5% of the amount past due. In addition, you must pay interest on the unpaid amount at an annual percentage rate ("APR") of 18% (unless interest rates in the state in which your Outlet is located are limited by law to a lower APR, in which case that lower APR will apply), and you must reimburse us immediately upon demand for all reasonable costs of collection relating to amounts, including court costs, investigator fees, expert witness fees and attorneys' fees. Interest begins to accrue from the date payment was due.

3. If you execute an ADA, after you have been operating your initial Outlet for at least six months, when you sign a lease for an additional Outlet under the ADA, to assist you in meeting the cost of construction for the new additional Outlet, if you qualify, we will grant you Royalty forgiveness under the Franchise Agreement for the additional Outlet for up to 12 months. To qualify for Royalty forgiveness, you must be in full compliance with the Franchise Agreement for your initial Outlet, including fully current in payment of royalties and other amounts due us under that Franchise Agreement. The number of months for Royalty forgiveness depends on the costs of construction for the new additional Outlet as follows: (i) three months if costs are $250,000 or less, (ii) six months if costs are between $250,000.01 and $300,000, (iii) nine months if costs are between $300,000.01 and $400,000, or (iv) 12 months if costs are greater than $400,000.

4. This fee is subject to adjustment based on changes since the effective date of the Franchise Agreement in the annual average of the Consumer Price Index for All Urban Consumers ("CPI"), published by the Bureau of Labor Statistics of the United States Department of Labor, or the highest similar future index if these figures become unavailable.

5. Within the first 30 days after the Opening Date, in addition to the amount to be spent on local marketing of your Outlet as a part of the Marketing and Promotion Fee, you must spend in your Territory at least $5,000 on the grand opening advertising and promotion of your Outlet, using a grand opening

We may revoke our approval of specific products or suppliers if we determine in our sole discretion that the products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you must cease purchasing or selling any disapproved product.

We may also consider the impact of an additional supplier (and consequent reductions in supplier volume and increase in distribution expense) on the overall supply chain being utilized by the system.

Issuance of Specifications and Standards

You must adhere to our music program as prescribed in the Manual and designate at least one Music Director and one or more Senior Faculty, who must be approved by us and attend and complete, to our satisfaction, the initial training program. We approve Music Directors and Senior Faculty based on the relevant experience and an individual interview we may conduct with each candidate.

We issue specifications and standards regarding authorized Rockstars of Tomorrow Services and Products and services to our franchisees through the Manual and other communications in writing or by email. We also issue specifications and standards regarding authorized Rockstars of Tomorrow Services and Products and services to our designated and approved suppliers in writing or by email. We may modify these specifications and standards at any time but only after delivering written notification of the modifications and providing its franchisees or suppliers a reasonable amount of time to implement the modifications.

Revenue from Franchisee Purchases

In our fiscal year ended February 29, 2024, ~~28, 2023,~~ neither we nor any of our affiliates derived revenue, rebates or other material consideration because of required purchases or leases by Rockstars of Tomorrow franchisees.

Payments to us, our designees and our approved suppliers, or under our specifications (i) in establishing your Outlet will range from 12% to 21% of your total initial investment and (ii) in operating your Outlet will range from 10% to 12% of your total monthly expenses.

Cooperatives

We are not presently involved in any purchasing or distribution cooperatives.

Negotiated Purchase Arrangements

We do not negotiate purchase arrangements or price terms with suppliers for the benefit of franchisees, although we may do so in the future.

Material Benefits Based on Franchisee Purchases

We do not provide any material benefits to you based on your purchase of particular products or services or your use of particular suppliers.

the Franchise Agreement). Also, to the extent permitted by federal and state law applicable to the Outlet, we may designate maximum and minimum retail prices to be charged for Rockstars of Tomorrow Services and Products.

Advertising Program for the Franchise System

Beginning on the first anniversary of the opening date of your Outlet, you must pay us a Marketing and Promotion Fee of 1.5% of your monthly Gross Revenues (section 4.3(a) of the Franchise Agreement). Marketing and Promotion Fees are due and payable on a monthly basis on the 5th business day following the monthly period in which applicable Gross Revenues were received. We are not required to spend any Marketing and Promotion Fees in or near your Outlet, although we may do so. Marketing and Promotion Fees collected from Rockstars of Tomorrow franchisees will be spent for national and regional advertising and promotional campaigns designed to promote and enhance the value of the Rockstars of Tomorrow trademarks and their general recognition and acceptance. Rockstars of Tomorrow retail outlets owned by entities affiliated with us will contribute Marketing and Promotion Fees at the same rate as Rockstars of Tomorrow franchisees. Any Marketing and Promotion Fees collected but not expended in a calendar year will roll over for use in the next calendar year.

Marketing and Promotion Fees would be deposited into a separate bank account of ours specifically designated for Rockstars of Tomorrow advertising and promotion activities. This separate marketing and advertising bank account is not audited. However, if you request in writing an accounting of advertising expenditures within 90 days after the end of a calendar year, we will provide you within 30 days thereafter an unaudited financial statement of the advertising account's annual receipts and expenditures relating to the calendar year. No interest on the amounts on deposit will be imputed for your benefit or paid to you. We administer this separate marketing and advertising bank account and the national advertising program, and we will receive a fee of 15% of the annual aggregate Marketing and Promotion Fees for doing so. In our fiscal year ended February 29, 2024, ~~28, 2023,~~ we ~~did not~~ collected $28,823 in ~~any~~ Marketing and Promotion Fees~~. However, in that fiscal year~~ and we spent $84,141 ~~65,388~~ on the advertising and promotion of the Brand, as follows: 85% for media placement and 15% on our administration of the Marketing and Promotion Fees.

We will provide general advertising programs and sales promotion, campaign and sample advertising materials. You may not develop advertising materials for your own use unless we specifically agree to allow you to do so, and then it would be at your own cost. But we must approve all advertising materials in advance and in writing. You grant us a the right to use the name, image and likeness of you, all Principal Equity Owners and any of your affected employees, for commercial purposes in connection with the marketing and promotion of the Marks, Rockstars of Tomorrow Services and Products, any Rockstars of Tomorrow Outlet and the Rockstars of Tomorrow system. (See section 9.1(d) of the Franchise Agreement.)

We intend to use the Internet, social media, radio, television, regional and national marketing campaigns in our advertising efforts, and you must participate in Rockstars of Tomorrow system-wide social media programs. We reserve the right to use other media to market and promote the Rockstars of Tomorrow trademarks. We may be using in-house advertising personnel to do this, and we may hire advertising and public relations firms to assist us in these efforts.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
ROCKSTAR Vision and Philosophy	2	0	Norco, California or other operating Rockstars of Tomorrow music academy
Dealing with People	1	2	Norco, California or other operating Rockstars of Tomorrow music academy
Studio Staffing and Auditions	2	1	Norco, California or other operating Rockstars of Tomorrow music academy
Marketing	4	1	Norco, California or other operating Rockstars of Tomorrow music academy
Music Programs	2	6.25	Norco, California or other operating Rockstars of Tomorrow music academy (could be your Outlet)
Running the Studio - Managing Your Business	4	6.5	Norco, California or other operating Rockstars of Tomorrow music academy (could be your Outlet)
Live Performance Management	3	6	Norco, California or other operating Rockstars of Tomorrow music academy (could be your Outlet)
Staff Handbook	2	0	Norco, California or other operating Rockstars of Tomorrow music academy (could be your Outlet)
TOTALS	20	22.75	

The training program above is effective as of the date of this disclosure document. Initial training typically begins 90 days before your Outlet opens and is typically scheduled monthly. All classroom training takes place in Norco, California, or another training center designated by us. All on-the-job training takes place in a Rockstars of Tomorrow music academy either in Norco, California or in one that is reasonably near your Outlet, or in your Outlet.

The instructional material consists of appropriate handouts and information directly from the Manual. Currently, our initial training instructor is Michael Anderson who has been with us since our inception, and who has 17 ~~16~~ years of experience in the subject matters he teaches. The principal instructor is sometimes assisted by our operations staff and other employees.

The Initial Training Program is mandatory for your General Manager, Music Director, Senior Faculty and at least one of your Principal Equity Owners. The successful completion of initial training by your General Manager and Music Director to our satisfaction is a condition to your opening of an Outlet to the public. Initial training must be completed within 45 days before your Outlets opens. There is no separate fee payable to us for the Initial Training program provided to up to five trainees (must include your initial General Manager, Music Director, Senior Faculty and at least one Principal Equity Owner). You may be required to pay us a fee of $1,500 for each other attendee of Initial Training (section 6.1(d) of the Franchise Agreement).

Additional on-site training at your Outlet may be provided when you open your Outlet. We may provide you with proprietary information and related materials for use in training your staff. These materials are our sole property and must be returned to us when you are finished with

	Provision	Section in franchise agreement	Section in area development agreement	Summary
g.	"Cause" defined – curable defaults	13.3	2.4, 6.1, 6.2	You have 30 days after notice to cure monetary defaults and other defaults (including defaults under a lease for your Outlet) under the Franchise Agreement and the ADA that can be cured. (This provision is subject to state law.)
h.	"Cause" defined – non-curable defaults	13.2	Not applicable	Non-curable defaults under the Franchise Agreement: your bankruptcy or insolvency; your abandonment of the franchised business; you make material misrepresentations relating to your acquisition of the Franchise or you engage in conduct that reflects materially and unfavorably upon the operation and reputation of the Franchised Business or the Rockstars of Tomorrow system; you fail, for a period of 10 days after notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the operation of the Franchise; after curing any default, you engage in the same noncompliance whether or not such noncompliance is corrected after notice; you repeatedly fail to comply with one or more material requirements of the Franchise Agreement, whether or not corrected after notice; the Franchised Business or your ~~Office~~ Outlet is seized, taken over, or foreclosed by a government official, creditor, lien holder or lessor, or that a final judgment against you remains unsatisfied for 30 days; you are convicted of a felony or any other criminal misconduct that is relevant to the operation of the Franchise; we make a reasonable determination that your continued operation of the Franchise will result in an imminent danger to public health or safety. (This provision is subject to state law.) There are no non-curable defaults under the ADA.
i.	Franchisee's obligations on termination or non-renewal	15.1	6.1, 6.2	Obligations include removal of our Brand and other trademarks, return of all proprietary information and erasure of all copies of proprietary information, forwarding of telephone number and payment of amounts due (also see r. in this Table, below).
j.	Assignment of contract by franchisor	12.1	4.1	No restriction on our right to assign. (However, no assignment will be made except to an assignee that in good faith and judgment of the franchisor is willing and financially able to assume our obligations as franchisor under the Franchise Agreement.)

	Provision	Section in franchise agreement	Section in area development agreement	Summary
k.	"Transfer" by franchisee – defined	12.2	4.1, 4.2	The Franchise Agreement defines a transfer as a sale, assignment, transfer, conveyance, pledge, mortgage, encumbrance, abandonment, elimination or giving away, voluntarily or involuntarily, by operation of law or otherwise. Under the ADA, no transfer is permitted except to an entity formed by an individual area developer to operate ~~Stores~~ Outlets under the ADA provided the entity is owned 100% by the individual area developer.
l.	Franchisor's approval of transfer by franchisee	12.2	4.1	We have the right to approve all transfers (including transfers of (i) more than 50% of the equity or (ii) controlling interest in a franchisee entity), but we will not unreasonably withhold approval. The ADA may not be assigned by the Area Developer except to an entity entirely owned by the former area developer.
m.	Conditions for franchisor approval of transfer	12.2	4.1	New franchisee qualifies, transfer fee paid, purchase agreement approved, training arranged, release signed by you, and current agreement signed by new franchisee (see r. below). Within 60 days after our receipt of all necessary information and documentation required under the Franchise Agreement, or as specified by written agreement between us and you, we will notify you of the approval or disapproval of the proposed transfer of the Franchise by you. This notice will be in writing and delivered to you by business courier. The ADA may not be assigned by the Area Developer except to an entity entirely owned by the former area developer.
n.	Franchisor's right of first refusal to acquire franchisee's business	12.3	Not applicable	We can match any legitimate offer for your business, but we have no right of first refusal if the transfer is (i) between or among individuals (including their immediate family members) who have guaranteed obligations under a Small Business Administration loan or (ii) a transfer of less than 100% of the equity interest of a franchisee entity). The ADA may not be assigned by the Area Developer except to an entity entirely owned by the former area developer and no right of first refusal exists.
o.	Franchisor's option to purchase franchisee's business	15.2(d)	Not applicable	Within 30 days after the termination, expiration or non-renewal of the Franchise Agreement, we have the option, but not an obligation, to purchase all or any portion of your reusable inventory, apparel containing the Marks, proprietary equipment, parts, fixtures and furnishings owned and used by you in your franchised operation. (This provision is subject to state law.) We have no right or obligation to purchase your assets upon termination or expiration of the ADA.

	Provision	Section in franchise agreement	Section in area development agreement	Summary
p.	Death or disability of franchisee	12.6	Not applicable	Franchise must be assigned by estate to approved buyer within 270 days. During any period of your incapacity or until the business is sold, we can place an interim manager in your Outlet, and you must pay us up to $750 per day as compensation for the interim manager, plus the manager's transportation, lodging and related living expenses.
q.	Non-competition covenants during the term of the franchise	11.1, 11.3	5.1	No involvement in competing business anywhere.
r.	Non-competition covenants after the franchise is terminated or expires	11.2, 11.3	5.1	No competing business for one year within 25 miles of your Outlet or any other Rockstars of Tomorrow Outlet (this obligation also applies to you if you assign your franchise). The ADA refers to the non-competition covenant in the last Franchise Agreement you sign. (This provision is subject to state law.)
s.	Modification of the agreement	8.2, 16.14(c)	9.2	No modifications generally, but Manual subject to change. (This provision is subject to state law.)
t.	Integration/merger clause	16.14	9.10	Only the terms of the franchise agreement are binding (subject to state and federal law). Any representations or promises outside of the disclosure document, Franchise Agreement and ADA may not be enforceable. Nothing in the Franchise Agreement, the ADA or any related agreement disclaims or is intended to disclaim representations made in this Franchise Disclosure Document. ~~No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~
u.	Dispute resolution by arbitration or mediation	14.1-14.5	7.1	The parties agree in the Franchise Agreement to submit disputes (not including your failure to pay us sums due or an act of yours allowing us to immediately terminate the Franchise Agreement) initially to a meeting in person of our executive officers and your Principal Equity Owners at our principal executive office (without our respective legal counsel) within five business days after a party requests this meeting to conduct a good faith discussion and negotiation of the issues with a view to arriving at a settlement. If this meeting does not resolve the dispute (or the meeting does not occur), within 10 business days after the meeting takes place (or should have taken place), the parties

	Provision	Section in franchise agreement	Section in area development agreement	Summary
u.	Dispute resolution by arbitration or mediation [continued]			may submit the dispute to a mutually acceptable mediator who is a State Bar of California Board of Legal Specialization Certified Specialist in Franchise and Distribution Law. If a mediation takes place but does not resolve the dispute or if no mediation occurs, the dispute will be resolved by arbitration by and before one arbitrator from JAMS, Inc., in accordance with its mediation procedures. If the mediation does not resolve the dispute, it will be resolved by arbitration before JAMS in accordance with its Streamlined Arbitration Rules and Procedures (if the amount in controversy is less than $250,000), or its Comprehensive Arbitration Rules and Procedures (if the amount in controversy is $250,000 or more). Or, if the parties mutually agree, the dispute may be submitted to arbitration conducted by another arbitrator. We will maintain a position of strict neutrality regarding any disputes between owners of a franchisee entity, and we will not assist any specific owner of your entity, nor will we take a position or issue an opinion on the validity of a specific claim by an owner of your entity or the respective liabilities of owners of your entity involved in a dispute. (This provision is subject to state law.)
v.	Choice of forum	14.1-14.3	7.1	Arbitration proceedings will take place before JAMS in Riverside, California. Mediation proceedings may take place at any mutually agreed location in California. Any litigation proceedings will take place in an appropriate court in California. (This provision is subject to state law.)
w.	Choice of law	16.13	9.1	The Federal Arbitration Act governs the arbitration of disputes under the Franchise Agreement and the ADA. Otherwise, the laws of the state where the Outlet is located govern the Franchise Agreement and the laws of the state where the Development Area is located govern the ADA.

ITEM 18: PUBLIC FIGURES

We do not currently pay or provide any other benefit to a public figure for the right to use his or her name to promote the sale of Rockstars of Tomorrow franchises.

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.

We do not make any representation about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting our CEO, Michael Anderson, Rockstars of Tomorrow Franchise, Inc., 1900 Lampton Lane, Norco, California 92860-1945, (909) 636-3446; the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary For years ~~2021~~ 2022 to ~~2023~~ 2024*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	~~2021~~	~~4~~	~~4~~	~~0~~
	2022	4	4	0
	2023	4	4	0
Franchised	2024	4	7	+3
	~~2021~~	~~2~~	~~2~~	~~0~~
	2022	2	3	+1
	2023	3	3	0
Company-Owned	2024	3	3	0
	~~2021~~	**~~6~~**	**~~6~~**	**~~0~~**
	2022	**6**	**7**	**+1**
	2023	**7**	**7**	**0**
Total Outlets	**2024**	**7**	**10**	**+3**

* Our fiscal year ends the last day of February.

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For years ~~2021~~ 2022 to ~~2023~~ 2024

State	Year	Number of Transfers
	2022 ~~1~~	0
	2023 ~~2~~	0
All states	2024 ~~3~~	0
	2022 ~~1~~	**0**
	2023 ~~2~~	**0**
Total	**2024 ~~3~~**	**0**

Table No. 3

Status of Franchised Outlets For years ~~2021~~ 2022 to ~~2023~~ 2024

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	~~2021~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
California	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
Nevada	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Texas	~~2021~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Totals	**~~2021~~**	**~~4~~**	**~~0~~**	**~~0~~**	**~~0~~**	**~~0~~**	**~~0~~**	**~~4~~**
	2022	**4**	**0**	**0**	**0**	**0**	**0**	**4**
	2023	**4**	**0**	**0**	**0**	**0**	**0**	**4**
	2024	**4**	**3**	**0**	**0**	**0**	**0**	**7**

Table No. 4

Status of Company-Owned Outlets For years ~~2021~~ 2022 to ~~2023~~ 2024

State or Country	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
California	~~2021~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	2022	2	1	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
Totals	**~~2021~~**	**~~2~~**	**~~0~~**	**~~0~~**	**~~0~~**	**~~0~~**	**~~2~~**
	2022	**2**	**1**	**0**	**0**	**0**	**3**
	2023	**3**	**0**	**0**	**0**	**0**	**3**
	2024	**3**	**0**	**0**	**0**	**0**	**3**

Table No. 5

Projected ~~New Franchised Outlets~~ Openings as of February 29, 2024 ~~28, 2023~~

State or Country	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0~~1~~	2	0
~~Louisiana~~	~~1~~	~~1~~	~~0~~
~~Nevada~~	~~1~~	~~1~~	~~0~~
Texas	0~~1~~	2~~1~~	0
Totals	**0~~4~~**	**4~~5~~**	**0**

Exhibit C lists, as of February 29, 2024, ~~28, 2023,~~ the names, addresses and telephone numbers of Rockstars of Tomorrow franchise outlets that are currently open and operating, all Rockstars of Tomorrow outlets owned and operated by affiliated entities, and all franchisees that have signed franchise agreements but not yet opened their outlets.

Exhibit D lists, as of February 29, 2024, ~~28, 2023,~~ the contact information of every franchisee that had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under its franchise agreement during our most recently completed fiscal year, or that has not communicated with us within the 10 weeks ending on the date of this disclosure document. Your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, Rockstars of Tomorrow franchisees have not signed any document restricting their ability to speak openly about their experience with Rockstars of Tomorrow.

We have not created, sponsored or endorsed any trademark-specific franchisee organizations associated with the Rockstars of Tomorrow franchise being offered. There are no independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21: FINANCIAL STATEMENTS

Exhibit B to the disclosure document contains our (i) audited financial statements for our fiscal years ended February 29, 2024, February 28, 2023, and February 28, 2022~~, and February 28, 2021~~, (ii) unaudited balance sheet as of October 31, 2024, and (iii) unaudited profit and loss statement for the eight months ended October 31, 2024. Our fiscal year end date is the last day of February.

ITEM 22: CONTRACTS

Exhibit A-1 - Franchise Agreement
Exhibit A-2 - Area Development Agreement
Exhibit A-3 – Territory Hold Agreement

ITEM 23: RECEIPTS

You will find copies of a detachable receipt in Exhibit H at the very end of this disclosure document.

ROCKSTARS OF TOMORROW

FRANCHISE AGREEMENT

EXHIBIT A-1

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16.13 Governing Law.
The Federal Arbitration Act (9 U.S.C. §1 *et seq*.) governs the arbitration of disputes under this Agreement. Otherwise, the laws of the state where the Outlet is located govern this Agreement and all related matters, documents and agreements, without regard to conflicts of laws. If any provision of this Agreement is impermissible under a governing law, the provision will be deemed amended to conform to that law while maintaining to the maximum extent possible the original intent of the provision, or if the provision as amended cannot substantially maintain the original intent, then the provision will be deemed deleted.

16.14 Entire Agreement.

(a) The parties to this Agreement each acknowledge and warrant to each other that they wish to have all terms of this business relationship defined solely in and by this written Agreement and the Confidential Operations Manual. Recognizing the costs on all parties which attend uncertainty, the signatories to this Agreement each confirm that neither wishes to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements or non-contract writings (which have been or may in the future be exchanged between them) serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein.~~ Accordingly, the signatories each agree and promise each other that this Agreement, the Confidential Operations Manual, and the representations made by us in the Rockstars of Tomorrow franchise disclosure document ("FDD") provided to you, supersede and cancel any prior or contemporaneous discussions or writings (whether described as representations, inducements, promises, agreements, understandings or any other term), by any of the parties or by anyone acting on their behalf, with respect to the rights and obligations of the parties to this Agreement or the relationship between them.~~

(b) In accordance with the foregoing section 16.14(a), the parties to this Agreement agree that this Agreement (together with the Confidential Operations Manual) constitutes the entire agreement between the parties and contain all terms, conditions, rights and obligations of the parties with respect to the franchised business contemplated by this Agreement and any other aspect of the relationship between the parties; provided however, that nothing in this Agreement or in any related agreement or writing is intended to disclaim the representations made in the Rockstars of Tomorrow franchise disclosure document ("FDD") that was provided to you. No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on our behalf~~ of ROT~~. This provision supersedes any other term of this Agreement and any other document executed in connection with the Rockstars of Tomorrow franchise.

(c) This Agreement cannot be modified or changed except by written instrument signed by all parties hereto.

XVII. EFFECTIVENESS OF AGREEMENT

This Agreement will become effective only upon the execution thereof by you and by us and only after you were provided an FDD. HOWEVER, THIS AGREEMENT IS NOT BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY US.

XVIII. ACKNOWLEDGMENTS AND REPRESENTATIONS

18.1 Acknowledgments and Representations.

(a) You represent and warrant that the following statements in this section 18.1 are true and accurate.

(b) You do not seek to obtain the Franchise for speculative or investment purposes and have no present intention to sell or transfer or attempt to sell or transfer the Franchised Business or the Franchise within 12 months after the Opening Date.

(c) You understand and acknowledge the value to the System of uniform and ethical standards of quality, appearance and service described in and required by this Agreement and the necessity of operating the Franchised Business under the standards set forth herein.~~ You represent that you have the capabilities, professionally, financially and otherwise, to comply with our standards.~~

(d) If you are an entity, you are ~~duly~~ organized and qualified to do business in the state and any other applicable jurisdiction within which the Outlet is located.

(e) Your execution of this Agreement will not constitute or violate any other agreement or commitment to which you are a party.

(f) Any individual executing this Agreement on your behalf is duly authorized to do so and the Agreement constitutes a valid and binding obligation of yours ~~and all of your Principal Equity Owners~~.

(g) You and your Principal Equity Owners (i) have carefully read this Agreement and all other related documents to be executed by you concurrently or in conjunction with the execution hereof, (ii) have conducted an independent investigation of the business contemplated by this Agreement, (iii) have obtained, or had the opportunity to obtain, the advice of counsel in connection with the execution and delivery of this Agreement, and (iv) understand the ~~nature~~ terms of this Agreement~~, and (v) intend to comply with the terms hereof and be bound hereby~~. ~~You also recognize that the Franchise involves significant risks, making the success of the Outlet largely dependent on your abilities and attention.~~

(h) ~~You agree that complete and detailed uniformity among our franchisees under varying conditions may be inadvisable, impractical or impossible, and accordingly agree that we, in our sole discretion, may modify or vary aspects of the System as to any franchisee or group of franchisees based on, for example, local sales potential, demographics, competition, business practices or other conditions. You further agree that we will have no obligation to disclose or offer the same or similar variances to you.~~ You are aware that other Rockstars of Tomorrow franchisees may operate under different agreements and, consequently, that our obligations and rights as to those franchisees may differ materially in certain circumstances.

(i) You received an FDD and a copy of this Agreement at least 15 calendar days before the signing of this Agreement.

(j) You made no payment to us before you signed this Agreement.

~~(k) You and each Principal Equity Owner acknowledge that in operating the System, we must consider the needs of the System as a whole, and the need to protect the Marks, even if our actions are contrary to your individual interests as a franchisee.~~

18.2 Additional Information Respecting You and Your Principal Equity Owners.

(a) You must fully complete the schedule attached as Exhibit 2 of this Agreement with required information about your Principal Equity Owners.

(b) The address (written notice of any change in this information after the Effective Date must be delivered to us pursuant to section 16.1 hereof) where your financial and other records are maintained is either [ ] the same address as provided in section 16.1 hereof, or [ ] the following address:

____

____.

This Agreement may be executed and delivered by facsimile, email with scanned attachment or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign) and, upon such execution and delivery, will have the same force and effect as an original.

IN WITNESS WHEREOF, and each signatory being jointly and severally liable, the parties hereto executed this Agreement as of the Effective Date:

YOU:	US:
________________________________	ROCKSTARS OF TOMORROW FRANCHISE, INC.
By: ______________________________	By: ______________________________

Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions will nevertheless be effective.

This Guarantee may be executed and delivered by facsimile, email with scanned attachment or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign) and, upon such execution and delivery, will have the same force and effect as an original.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee effective as of the date of the Franchise Agreement.

PRINCIPAL EQUITY OWNERS	SPOUSES OF PRINCIPAL EQUITY OWNERS (if applicable)
x ______________________________	x ______________________________
______________________________ Printed Name of Principal Equity Owner	______________________________ Printed Name of Spouse
x ______________________________	x ______________________________
______________________________ Printed Name of Principal Equity Owner	______________________________ Printed Name of Spouse
x ______________________________	x ______________________________
______________________________ Printed Name of Principal Equity Owner	______________________________ Printed Name of Spouse
x ______________________________	x ______________________________
______________________________ Printed Name of Principal Equity Owner	______________________________ Printed Name of Spouse
x ______________________________	x ______________________________
______________________________ Printed Name of Principal Equity Owner	______________________________ Printed Name of Spouse

ROCKSTARS OF TOMORROW

AREA DEVELOPMENT AGREEMENT

EXHIBIT A-2

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AREA DEVELOPMENT AGREEMENT

This Area Development Agreement ("Agreement") is made and executed as of________________, 20 (the "Effective Date") by and between ____ ("you") and Rockstars of Tomorrow Franchise, Inc., a California corporation ("we" or "ROTF").

We are the franchisor of the Rockstars of Tomorrow franchise system. You (or an affiliated entity of yours) are concurrently entering into a Franchise Agreement with ROTF, under the terms of which you are being granted a right to open and operate a "Franchised Business" (as defined in the Franchise Agreement) at an outlet (as defined in the Franchise Agreement) ("Outlet"), in accordance with the Rockstars of Tomorrow business format.

In consideration of the mutual promises, covenants, agreements and conditions contained in this Agreement, and other good and valuable consideration, you and ROTF hereby agree as follows:

I. GRANT OF RIGHTS TO OPEN ADDITIONAL OUTLETS

1.1 Additional Outlets.

(a) Subject to the terms and conditions contained herein, we hereby grant you the right and you hereby agree to establish and operate additional Outlets in accordance with the schedule of openings attached hereto as Exhibit 1 (the "Development Schedule").

(b) So long as your obligations under the Development Schedule are being met on a timely basis and until this Agreement terminates, we will not ourselves, nor allow any other Rockstars of Tomorrow franchisee to, operate an Outlet within the geographical area (the "Development Area") indicated in the Development Schedule.

(c) Your rights to open and operate Outlets under this Agreement do not extend to a "Non-Traditional Venue" (defined as a facility operated under the Rockstars of Tomorrow trademarks that is located within another primary business or in conjunction with other businesses or at institutional settings, including toll roads, stadiums, airports, colleges and universities, schools, hospitals, military and other governmental facilities, office facilities, and any site for which the lessor, owner or operator thereof has indicated its intent to prefer or limit the operation of its facilities to a master concessionaire or contract service provider).

(d) If ROT becomes insolvent or declares bankruptcy or is no longer authorized to offer and sell franchises in your state because of a lapse of applicable franchise registration or other reason, you will continue to have the right to operate under this Agreement until and unless a court issues an order otherwise.

1.2 Franchise Agreements.

(a) When you open an additional Outlet under the Development Schedule, you will enter into our then current form of Franchise Agreement for that additional Outlet (provided however that the economic terms, specifically royalty and advertising fees, of such Franchise Agreement for the additional Outlet will not change from the economic terms of this Agreement). So long as you are in good standing under this Agreement, you will continue to have the exclusive right to open and operate Outlets in the Development Area in accordance with the Development Schedule.

(b) Each Franchise Agreement executed pursuant hereto will provide that we and our affiliates may not open or operate, or franchise or license the operation of, any Outlet within the protected territory surrounding the Outlet opened by you as described in such Franchise Agreement.

(c) If you have been operating your initial Outlet for at least six months, when you sign a lease for an additional Outlet opened under the Development Schedule of this Agreement, to assist you in meeting the cost of construction for the new additional Outlet, if you qualify, we will grant you Royalty forgiveness under the Franchise Agreement for the additional Outlet for up to 12 months. To qualify for Royalty forgiveness, you must be in full compliance with the Franchise Agreement you executed for your initial Outlet, including fully current in payment of Royalties and other amounts due us under that Franchise Agreement. The number

Development Schedule. The Development Fee is computed by multiplying the number of additional Outlets by $18,000 (for example, if Franchisee agrees to open four additional Outlets pursuant to the Development Schedule, the Development Fee would be $72,000).

(b) If you do not successfully complete initial franchise training required by the first Rockstars of Tomorrow Franchise Agreement you enter into, we will refund your Development Fee, less any expenses we incurred relating to this Agreement. **Otherwise, the Development Fee is not refundable**.

3.2 Franchise Agreements for Additional Outlets.
Each additional Outlet to be opened pursuant hereto will require execution by you and ROTF of a separate Franchise Agreement (using our then current form thereof) respecting that additional Outlet, provided however that the initial franchise fee payable under each such Franchise Agreement will be reduced by the sum of $18,000, and you would then pay the remaining balance of $18,000.

IV. TRANSFER OR ASSIGNMENT

4.1 Assignability.

(a) This Agreement has been executed by us in reliance upon and in consideration of the singular personal qualifications, trust and confidence we repose in you. Accordingly, although you may assign individual Franchise Agreements, you may not assign this Agreement except as provided in Section 4.2 below.

(b) We may assign this Agreement in our sole discretion and without your consent, and you acknowledge we are permitted to do so without liability or obligation to you, and you expressly and specifically waive any claims, demands or damages arising from or related to any such assignment.

4.2 Transfers from You to an Affiliated Entity.
You may at any time without our consent, but upon 30 days prior written notice to us, assign and transfer this Agreement to a corporation, limited liability company or other business entity that is organized to operate as a developer of additional Outlets and entirely owned by you. Any assignment and transfer to an affiliated entity must be evidenced by a written instrument, in form reasonably satisfactory to us, under the terms of which said business entity (i) assumes all your obligations hereunder, whether accrued at the time of such assignment or arising thereafter and (ii) agrees to be bound by all the terms and provisions of this Agreement to the same extent and in the same manner that you are. A copy of said instrument, executed by both you and said business entity must be delivered to us before the effective date of the transfer.

V. NON-COMPETITION

5.1 Restriction on Competitive Activities.
During the term of this Agreement and for one year after it is terminated or expires, you and each of your "Principal Equity Owners" (persons owning 20% or more equity interest in you) must comply with the non-competition covenants contained in the last effective Franchise Agreement executed by you and by us.

5.2 Website and Unauthorized Advertising.
During the term of this Agreement, neither you nor any of your principal equity owners may establish a website or register an Internet domain name using, or otherwise advertise on the Internet or anywhere else, the trademark "Rockstars of Tomorrow", or marks similar to "Rockstars of Tomorrow", or any combination or derivations thereof, or any other ROT trademark, except as specifically authorized by us in writing.

VI. DEFAULT AND TERMINATION

6.1 General.
This Agreement may be terminated by us if you (i) fail to substantially comply with any obligation, duty or promise under this Agreement, including failure to open an Outlet within the time specified in the Development Schedule, after being given a notice of default and reasonable opportunity to cure the default (no more than 30 days), or (ii) are in material breach of any Franchise Agreement that you (or your affiliated entity) entered into with us.

6.2 Operation of Opened Outlets after Termination or Expiration of this Agreement.
If we terminate this Agreement for the reasons described in section 6.1 above, you will be able to maintain ownership and operation of the Outlets that you have developed so long as you are not in material breach of the Franchise Agreements for those Outlets; however, you will forfeit (i) any further exclusive rights under the Development Schedule and this Agreement and (ii) any rights to have a credit applied against the Initial Franchise Fee for Outlets that were not developed.

VII. DISPUTE RESOLUTION

7.1 Initial Steps to Resolve a Dispute and Mediation.

(a) You and ROT agree to sincerely attempt in good faith to resolve disagreements or disputes arising under this Agreement. Good faith communications between you and ROTF are an important aspect of that obligation. Therefore, the parties hereby pledge and agree they will first attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement or any alleged breach hereof, including any claim that this Agreement or any part hereof is invalid, illegal or otherwise voidable or void (collectively, "Dispute") by first having our executive officers and your principal equity owners meet person within five business days after a party notifies the other party that a Dispute has arisen at our principal executive office (without our respective legal counsel) to conduct a good faith discussion and negotiation of the issues with a view to arriving at a settlement. If a party refuses to participate in the settlement meeting or mediation within the respective time frames set forth in this section 7.1, the other party may immediately commence an arbitration proceeding pursuant to section 7.2 below.

(b) If the parties are unable to settle the Dispute at the settlement conference described in section 14.1(a) above, within 10 business days after the date this conference took place (or should have taken place), you and we may submit the dispute to mediation conducted by a mediator mutually agreeable to both parties; provided however the mediator must be a State Bar of California Board of Legal Specialization Certified Specialist in Franchise and Distribution Law. If the Dispute is not referred to mediation within 10 business days after the settlement conference took place (or should have taken place), the Dispute may be immediately submitted to binding resolution through arbitration proceedings pursuant to section 14.2 below. Any mediation proceedings may take place at any mutually agreed location in California, and these proceedings should be completed within 60 days following the date either party first gives notice of mediation. The fees and expenses of the mediator will be shared equally by the parties. The mediator will be disqualified as a witness, expert or counsel for any party with respect to the Dispute and any related matter.

(c) Mediation is a compromise negotiation and will constitute privileged communications under the law governing this Agreement. The entire mediation process will be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties will not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible will not be excluded from discovery or admission because of its use in the mediation.

7.2 Arbitration.

(a) Any Dispute between us (or our affiliated entities) and you (or your affiliated entities) not settled through the procedures described in section 14.1 above will be resolved through binding arbitration by one arbitrator from the list of retired judges referred by JAMS, Inc. ("JAMS") and selected by the parties, in accordance with its Streamlined Arbitration Rules and Procedures (if the amount in controversy is less than $250,000) or its Comprehensive Arbitration Rules and Procedures (if the amount in controversy is $250,000 or more), or if the parties in dispute mutually agree, through binding arbitration by any other mutually agreeable arbitrator. It is explicitly agreed by each of the parties hereto no arbitration of any Dispute may be commenced except in accordance with this section 7.2.

(b) All hearings and other proceedings will take place at the JAMS business location in Riverside County, California, or other county where ROTF's headquarters is then located, or if ROT so elects, at the JAMS business location nearest where your principal place of business is then located.

(c) A limited amount of discovery (including e-discovery) is permitted within the discretion of

9.9 Counterparts.
This Agreement may be executed in any number of copies, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument.

9.10 Entire Agreement.

(a) This Agreement contains all the terms and conditions agreed upon by you and ROTF with respect to the subject matter hereof, provided however, that nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Rockstars of Tomorrow franchise disclosure document provided to you. ~~No other agreements oral or otherwise will be deemed to exist or to bind any of the parties hereto and all prior agreements and understandings are superseded hereby. You acknowledge that you executed this Agreement without reliance upon any unauthorized representation or promise.~~

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

This Agreement may be executed and delivered by facsimile, email with scanned attachment or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign) and, upon such execution and delivery, will have the same force and effect as an original.

IN WITNESS WHEREOF, and each signatory being jointly and severally liable, the parties hereto executed this Agreement as of the Effective Date.

YOU:	**US (ROT):**
________________________________	ROCKSTARS OF TOMORROW FRANCHISE, INC.
By: ______________________________	By: ________________________________ Michael Anderson, President
________________________________ [PRINTED NAME AND TITLE]	

ROCKSTARS OF TOMORROW

TERRITORY HOLD AGREEMENT

EXHIBIT A-3

TERRITORY HOLD AGREEMENT

This Territory Hold Agreement ("Agreement") is made and executed as of____________________, 20 (the "Effective Date") by and between ____ ("You") and Rockstars of Tomorrow Franchise, Inc., a California corporation ("we" or "ROTF").

We are the franchisor of the Rockstars of Tomorrow franchise system. You were provided our franchise disclosure document ("FDD"), which included a copy of our current Franchise Agreement, at least 14 calendar days prior to the Effective Date. You intend to execute a Franchise Agreement with ROTF, under the terms of which you will be granted a right to open and operate a "Franchised Business" (as defined in the Franchise Agreement) at an "Outlet" (as defined in the Franchise Agreement) within a designated "Territory" (as defined in this Agreement), in accordance with the Rockstars of Tomorrow business format.

You do not want to execute the Franchise Agreement at this time, but you want to reserve the rights to the Territory so that it would be available to you when you do execute the Franchise Agreement. Accordingly, you and ROTF hereby agree as follows:

1. Territory Reservation.

(a) The Territory is a defined as: ____
____.

(b) We hereby grant you the exclusive right to the Territory for a period of six months from the Effective Date. You must execute a Franchise Agreement granting you the right to open an Outlet within the Territory on or before the expiration of six months from the Effective Date.

(c) You hereby acknowledge and confirm that you received our FDD at least 14 calendar days before signing this Agreement.

2. Territory Hold Fee.

(a) Concurrently upon signing this Agreement, you must pay us a "Territory Hold Fee" of $10,000.

(b) The Territory Hold Fee will be applied as a credit against the Initial Franchise Fee due under the Franchise Agreement with the balance of the Initial Franchise Fee due and payable in full upon the execution of a lease for the Outlet premises.

(c) The Territory Hold Fee is consideration for our granting you exclusive rights to the Territory under the terms of this Agreement and is not refundable.

3. Arbitration.

(a) Any dispute between us (or our affiliated entities) and you (or your affiliated entities) arising under this Agreement will be resolved through binding arbitration by one arbitrator from the list of retired judges referred by JAMS, Inc. ("JAMS") and selected by the parties, in accordance with its Streamlined Arbitration Rules and Procedures (if the amount in controversy is less than $250,000) or its Comprehensive Arbitration Rules and Procedures (if the amount in controversy is $250,000 or more), or if the parties in dispute mutually agree, through binding arbitration by any other mutually agreeable arbitrator. It is explicitly agreed by each of the parties hereto no arbitration of any Dispute may be commenced except in accordance with this section 3.

(b) All hearings and other proceedings will take place at the JAMS business location in Riverside County, California, or other county where ROTF's headquarters is then located, or if ROTF so elects, at the JAMS business location nearest where your principal place of business is then located.

(c) A limited amount of discovery (including e-discovery) is permitted within the discretion of the arbitrator.

8. Successors and Assigns.
This Agreement is binding upon (i) us and inures to the benefit of our successors and assigns and (ii) you and inures to the benefit of your successors and assigns, subject to the restrictions on any assignment by you contained herein.

9. Counterparts.
This Agreement may be executed in any number of copies, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument.

10. Entire Agreement.
This Agreement contains all the terms and conditions agreed upon by you and ROTF with respect to the subject matter hereof, provided however, that nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Rockstars of Tomorrow franchise disclosure document provided to you. No other agreements oral or otherwise will be deemed to exist or to bind any of the parties hereto and all prior agreements and understandings are superseded hereby. You acknowledge that you executed this Agreement without reliance upon any unauthorized representation or promise.

This Agreement may be executed and delivered by facsimile, email with scanned attachment or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign) and, upon such execution and delivery, will have the same force and effect as an original.

IN WITNESS WHEREOF, and each signatory being jointly and severally liable, the parties hereto executed this Agreement as of the Effective Date.

YOU:	**US (ROTF):**
________________________________	ROCKSTARS OF TOMORROW FRANCHISE, INC.
By: ______________________________	By: ________________________________ Michael Anderson, President
________________________________ [PRINTED NAME AND TITLE]	

ROCKSTARS OF TOMORROW

LIST OF FRANCHISE OUTLETS

EXHIBIT C

LIST OF FRANCHISE OUTLETS

The following franchised Outlets were open and operating on February ~~28, 2023~~ 29, 2024:

STATE	CONTACT NAME	ADDRESS	PHONE NO.
CALIFORNIA	Chuck Foskett, Diana Sheahan	15776 Main St., Hesperia, CA 92395	442-267-4241
	Brian Pim, Robert Gonzales	2855 Foothill Blvd., Ste. A-102, La Verne, CA 91750	909-675-7580
	Alan & ~~and~~ Gail Benson	11650 Mission Park Dr., Ste. 112, Rancho Cucamonga, CA 91730	951-258-4417
	Tommy & Amy Wright, Don & Sherrie Miskulin~~,~~ ~~Tiffanie & Tom Levin~~	3392 Tyler St., Riverside, CA 92503	951-344-5554
NEVADA	Tommy & Amy Wright, Don & Sherrie Miskulin	1181 S. Buffalo Dr., Ste. 130, Las Vegas, NV 89117	702-978-7696
TEXAS	Vanessa Cantu, Carmen Torres	6363 N. Dallas Pkwy., Ste. 112, Frisco, TX 75304	214-937-9073
	Arnie & Terri Newman	1836 Cannon Dr., Ste. 100, Mansfield, TX 76063	817-799-7625

As of February ~~28, 2023~~ 29, 2024, ~~the following~~ no franchisee~~s~~ had signed a Franchise Agreement but ~~had~~ not yet opened and begun operating.~~:~~

~~STATE~~	~~CONTACT NAME~~	~~ADDRESS~~	~~PHONE NO.~~
~~CALIFORNIA~~	~~Chuck Foskett, Diana Sheahan~~	~~15776 Main St., Hesperia, CA 92395~~	~~442-267-4241~~
~~LOUISIANA~~	~~Lisa Black~~	~~895 Verret St., Houma, LA 70360~~	~~985-746-5388~~
~~NEVADA~~	~~Tommy Wright, Don Miskulin~~	~~1181 S. Buffalo Dr., Ste. 130, Las Vegas, NV 89117~~	~~702-978-7696~~
~~TEXAS~~	~~Arnie Newman~~	~~1836 Cannon Dr., Ste. 100, Mansfield, TX 76063~~	~~951-264-6050~~

ROCKSTARS OF TOMORROW

LIST OF TERMINATED FRANCHISES

EXHIBIT D

LIST OF TERMINATED FRANCHISES

During our fiscal year ended February 29, 2024, the following ~~No~~ franchisee ~~has~~ had an Outlet terminated, canceled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under its franchise agreement: ~~during our fiscal year ended February 28, 2023.~~

STATE	NAME	CITY	LAST KNOWN PHONE NUMBER	REASON FOR TERMINATION
LOUISIANA	Lisa Black	Houma	985-746-5388	Never Opened

No franchisee has failed to communicate with the franchisor within the 10 weeks ending on the date of this disclosure document.

ROCKSTARS OF TOMORROW

STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT E

STATE FRANCHISE ADMINISTRATORS

We intend to register this disclosure document as a franchise in some of or all the following states, in accordance with applicable state law. The following are the state administrators responsible for the review, registration and oversight of franchises in these states:

California:
Commissioner of Financial Protection and Innovation,
Dept. of Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677
www.dfpi.ca.gov
Ask,DFPI@dfpi.ca.gov

Hawaii:
Business Registration Division
Dept. of Commerce and Consumer Affairs
335 Merchant St., Rm. 203
Honolulu, HI 96813
(808) 586-2722

Illinois:
Office of the Attorney General
500 S. 2nd St.
Springfield, IL 62701
(217) 782-4465

Indiana:
Franchise Section
Securities Division
302 W. Washington St., Rm. E111
Indianapolis, IN 46204
(317) 232-6681

Maryland:
Office of the Attorney General
Securities Division
200 Saint Paul Pl.
Baltimore, MD 21202
(410) 576-6360

Michigan:
Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Bldg., 1st Flr.
525 W. Ottawa St.
Lansing, MI 48933
(517) 373-7117

Minnesota:
Department of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101
(651) 539-1600

New York:
NYS Department of Law
Investor Protection Bureau
28 Liberty St., 21st Flr.
New York, NY 10005
(212) 416-8222

North Dakota:
Franchise Examiner
North Dakota Securities Department
600 E. Boulevard Ave.
State Capitol - 5th. Flr., Dept. 414
Bismarck, ND 58505
(701) 328-4712

Rhode Island:
Securities Division
Dept. of Business Regulation
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota:
Division of Insurance
Securities Regulation
124 S. Euclid Ave., Ste. 104
Pierre, SD 57501-3168
(605) 773-3563

Virginia:
State Corporation Commission
Div. of Securities & Retail Franchising
1300 E. Main St., 9th Flr.
Richmond, VA 23219
(804) 371-9051

Washington:
Administrator
Dept. of Financial Institutions
Securities Division
150 Israel Rd. SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin:
Franchise Administrator
Division of Securities
345 W. Washington Ave.
Madison, WI 53703
(608) 266-8557

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a franchise in some of or all the following states, in accordance with applicable state law. If we register the franchise (or otherwise comply with the franchise investment laws) in any of these states, we will designate the following state offices or officials as our agents for service of process in those states:

California:
Commissioner of Financial Protection and Innovation,
Dept. of Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677
www.dfpi.ca.gov
Ask,DFPI@dfpi.ca.gov

Hawaii:
Hawaii Commissioner of Securities,
Dept. of Commerce and Consumer
Affairs, Business Registration Div.
335 Merchant St., Rm. 205
Honolulu, HI 96813
(808) 586-2744

Illinois:
Illinois Attorney General
500 S. 2nd St.
Springfield, IL 62701
(217) 782-4465

Indiana:
Indiana Secretary of State
200 W. Washington St., Rm. 201
Indianapolis, IN 46204
(317) 232-6681

Maryland:
Maryland Securities Commissioner
200 Saint Paul Pl.
Baltimore, MD 21202
(410) 576-6360

Michigan:
Michigan Corporation & Securities Bureau
Department of Commerce
6546 Mercantile Way
Lansing, MI 48911
(517) 373-7117

Minnesota:
Minnesota Commissioner of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101
(651) 539-1600

New York:
Secretary of State
99 Washington Ave.
Albany, NY 12231
(518) 473-2492

North Dakota:
North Dakota Securities Commissioner
600 E. Boulevard Ave., 5th. Flr.
Bismarck, ND 58505
(701) 328-4712

Rhode Island:
Director,
Rhode Island Dept. of Business Regulations
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota:
Division of Insurance
Securities Regulation
124 S. Euclid Ave., Ste. 104
Pierre, SD 57501-3168
(605) 773-3563

Virginia:
Clerk
Virginia State Corporation Commission
1300 E. Main St., 1st Flr.
Richmond, VA 23219
(804) 371-9733

Washington:
Dept. of Financial Institutions
Securities Division – 3rd Flr.
150 Israel Rd. SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin:
Franchise Administrator
Division of Securities
345 W. Washington Ave.
Madison, WI 53703
(608) 261-9555

ROCKSTARS OF TOMORROW

STATE SPECIFIC ADDENDA

EXHIBIT F

CALIFORNIA

~~APPENDIX~~ ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR CALIFORNIA FRANCHISEES

1. California Business and Professions Code sections 20000 through 20043 (the "Act") provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.

2. Section 31125 of the California Corporations Code requires the franchisor to give you a disclosure document, in a form and containing information that the Commissioner of the Department of Financial Protection and Innovation may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

3. The Franchise Agreement requires binding arbitration. The arbitration will occur at the offices of JAMS, Inc. in Riverside or Orange County, California, with the administrative costs being borne by the parties equally, or by the party that does not prevail in 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 provision of a franchise agreement restricting venue to a forum outside the State of California.

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

5. The Franchise Agreement contains a covenant not to compete that extends beyond the termination or transfer of the franchise. This provision may not be enforceable under California Law.

6. The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (Corporations Code §§31000-31516). Business and Professions Code section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000-20043).

7. 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.

8. The agreements contain a liquidated damage clause, under Civil Code, Section 1671, certain liquidated damage clauses are enforceable.

9. Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

10. Neither the franchisor, nor any person or franchise broker listed in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934 (15 U.S.C.A. §78A *et seq*.), suspending or expelling these persons from membership in such association or exchange.

11. Payment of all initial fees under the Franchise Agreement and Area Development Agreement is postponed until after all of franchisor's initial obligations are complete and the franchisee is open for business. For California franchisees who sign an Area Development Agreement, the payment of the development and initial fees attributable to a specific unit is deferred until that unit is open.

11. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

12. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from

disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

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

14~~2~~. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

ADDENDUM TO FRANCHISE AGREEMENT FOR CALIFORNIA FRANCHISEES

The Franchise Agreement is amended as follows:

1. In section 4.1(a), the term “when you sign this Agreement” is replaced by “when all our initial obligations as franchisor are complete and your Outlet is open for business as a Rockstars of Tomorrow franchisee.”

2. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher. ~~In sections 4.6(b) and 8.7(e), “18%” is amended to “10%”.~~

3. In sections 13.1(a), 13.2(a)(viii) and 13.3(a), “30 days” is amended to “60 days”.

4. Under California law, Franchisor has the obligation under certain conditions to purchase assets of Franchisee’s business if Franchisee does not continue to operate a retail tea store business at its location after the Franchise Agreement is terminated or not renewed.
~~Section 15.2(d) is restated to read in full as follows:~~

~~“(d) Upon a lawful termination or nonrenewal of this Agreement, we will purchase from you, at the value of price paid, minus depreciation, all inventory, supplies, equipment, fixtures, and furnishings purchased or paid for under the terms of this Agreement or any ancillary or collateral agreement by you to us or our approved suppliers and sources, that are, at the time of the notice of termination or nonrenewal, in your possession or used by you in the Franchised Business. We are not required to purchase any personalized items, inventory, supplies, equipment, fixtures, or furnishings not reasonably required to conduct the operation of the Franchised Business in accordance with this Agreement or any ancillary or collateral agreement or to which you, at the cessation of operation of the Franchised Business by you, cannot lawfully, or does not, grant us clear title and possession upon our payment to you for the inventory, supplies, equipment, fixtures, or furnishings (we have the right to receive clear title to and possession of all items purchased from you under this section 15.2(d)). We may offset against the amounts owed to you under any such purchase under this section 15.2(d) any amounts you owe to us. Notwithstanding the foregoing however, our requirement to purchase from you under this section 15.2(d) will not apply:~~

~~“(i) if you decline a *bona fide* offer of renewal from us;~~

~~“(ii) if we do not prevent you from retaining control of the Outlet or other principal place of the Franchised Business;~~

~~“(iii) to any termination or nonrenewal of the Franchise due to a publicly announced and nondiscriminatory decision by us to completely withdraw from all Franchise activity within the relevant geographic market area in which the Franchise is located;~~

~~“(iv) if we and you mutually agree in writing to terminate and not renew the Franchise; or~~

~~“(v) to any inventory, supplies, equipment, fixtures, or furnishings that are sold by you between the date of the notice of termination or nonrenewal, and the cessation of operation of the Franchised Business by Franchisee you, pursuant to the termination or nonrenewal.”~~

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

6. 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.

7. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment Law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

8. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

This Addendum to Franchise Agreement may be executed and delivered by facsimile, email with scanned attachment or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign) and, upon such execution and delivery, will have the same force and effect as an original.

Date: ______________________

YOU:

____

BY: _____________________________________

ITS: ____________________________________

Date: ______________________

US:

ROCKSTARS OF TOMORROW FRANCHISE, INC.

BY: _____________________________________

Michael Anderson, President

ADDENDUM TO AREA DEVELOPMENT AGREEMENT FOR CALIFORNIA FRANCHISEES

The Area Development Agreement is amended as follows:

1. In section 3.1(a), the term "When you sign this Agreement" is replaced by "When all our initial obligations as franchisor are complete and your initial Outlet is open for business as a Rockstars of Tomorrow franchisee."

2. Section 3.2(b) is restated to read in full as follows:

"Each additional Outlet to be opened pursuant hereto will require execution by you and ROTF ~~RSTF~~ of a separate Franchise Agreement (using our then current form thereof) respecting that additional Outlet, provided however that no initial franchise fee would be payable under each such Franchise Agreement until the additional Outlet is open for business as a Rockstars of Tomorrow franchisee, and when payable the initial franchise fee for the additional Outlet will be reduced by the sum of $17,500, and you would then pay the remaining balance of $17,500."

Date: ____________________	Date: ____________________
YOU:	US:
______________________________________	ROCKSTARS OF TOMORROW FRANCHISE, INC.
BY: ___________________________________	BY: ___________________________________ Michael Anderson, President
ITS: __________________________________	

ROCKSTARS OF TOMORROW

STATE EFFECTIVE DATES

EXHIBIT G

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	**Effective Date**
California	Pending ~~July 18, 2023~~

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.

ROCKSTARS OF TOMORROW

RECEIPTS

EXHIBIT H

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Rockstars of Tomorrow Franchise, Inc. 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.

If Rockstars of Tomorrow Franchise, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in Exhibit E.

We have no franchise brokers. The names, address and telephone number of the franchise sellers for this offering is: Michael Anderson, 1900 Lampton Lane, Norco, California 92860; (909) 636-3446.

Date of Issuance: ~~June 19, 2023~~ November 1, 2024

Rockstars of Tomorrow Franchise, Inc. authorizes the person identified in Item 1 to receive service of process for it in your state. I received a disclosure document dated ~~June 19, 2023~~ November 1, 2024, that included the following Exhibits:

"A-1"	Franchise Agreement *Exhibits to Franchise Agreement:* Exhibit 1: Territory, Marketing Area and Location of Outlet Exhibit 2: Names and Addresses of Principal Equity Owners Exhibit 3: Guarantee of Franchise Agreement
"A-2"	Area Development Agreement *Exhibit to Area Development Agreement:* Exhibit 1: Development Schedule and Development Area
"A-3"	Territory Hold Agreement
"B"	Financial Statements
"C"	List of Franchise Outlets
"D"	List of Terminated Franchises
"E"	State Franchise Administrators and Agents for Service of Process
"F"	State Specific Addenda
"G"	State Effective Dates
"H"	Receipts

DATED: ____________________
(Do not leave blank)

If a business entity:	If an individual:
______________________________ (Name of Business Entity)	______________________________ (Signature of Prospective Franchisee)
______________________________ (Signature of Primary Contact Owner)	______________________________ (Print Name)
______________________________ (Print Name and Title)	

Please date and sign this page, and then keep it for your records

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Rockstars of Tomorrow Franchise, Inc. 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.

If Rockstars of Tomorrow Franchise, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in Exhibit E.

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"D"	List of Terminated Franchises
"E"	State Franchise Administrators and Agents for Service of Process
"F"	State Specific Addenda
"G"	State Effective Dates
"H"	Receipts

DATED: ____________________
(Do not leave blank)

If a business entity:

____
(Name of Business Entity)

____
(Signature of Primary Contact Owner)

____
(Print Name and Title)

If an individual:

____
(Signature of Prospective Franchisee)

____
(Print Name)

Please date and sign this page, and then return it to Rockstars of Tomorrow Franchise, Inc., either by e-mail to michael@rockstarsoftomorrow.com, or by mail to 1900 Lampton Lane, Norco, California 92860-1945.