FRANCHISE DISCLOSURE DOCUMENT

The Launch Pad Franchising, LLC
A Florida Corporation
D/B/A The Launch Pad
18531 N Dale Mabry Highway
Lutz, Florida 33548
(813)-448-7100 | franchiseIT@launchpadonline.com
www.launchpadonline.com

You will operate a business selling managed information technology (IT) service business, operating under the name "The Launch Pad" offering technology management solutions, as well as a variety of professional technology services and products, some served with channel partners, to small and mid-sized businesses using the System as described in this document.

The estimated required total initial investment necessary to begin operation of a The Launch Pad franchise ranges from $103,650 to $168,550.This includes $69,950 plus a territory fee that ranges from $0 to $25,000 that must be paid to the franchisor or affiliate. The estimated required total initial investment necessary to begin operation of a The Launch Pad Area Development franchise ranges from $ 198,700 to $2,547,100.This includes a fee that ranges from $175,000 to $2,500,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of Your franchise agreement and other information in plain English. Read this document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before You can 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 disclosures in different formats, contact the Franchise Administration Department at 18530 N Dale Mabry Highway, Lutz, Florida 33548 and 813-448-7100.

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, like a lawyer or 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 http://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.

ISSUING DATE: May 16, 2025

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit "F" for information about the franchisor, or about franchising in Your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND CONDUCT THE ARBITRATION IN FLORIDA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.

   THE FRANCHISE AGREEMENT STATES THAT FLORIDA GOVERNS THE AGREEMENT; AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

2. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

NOTE: THE AGREEMENT PROVISIONS REFERRED TO IN THE RISK FACTORS MAY BE VOID UNDER SOME STATE FRANCHISE LAWS AND SOME STATE FRANCHISE LAWS MAY REQUIRE DISCLOSURE OF ADDITIONAL RISK FACTORS. SEE EXHIBIT "G".

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

EFFECTIVE DATE: _____

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

California	Approved
Florida	Approved
Hawaii	Pending
Illinois	Pending
Indiana	Approved
Maryland	Pending
Michigan	Approved
Minnesota	Pending
Nebraska	Approved
New York	Pending
North Dakota	Pending
Oregon	Pending
Rhode Island	Pending
South Dakota	Pending
Texas	Approved
Utah	Approved
Virginia	Pending
Washington	Pending
Wisconsin	Pending

TABLE OF CONTENTS

ITEM 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES 4

ITEM 2. BUSINESS EXPERIENCE 3

ITEM 3. LITIGATION 4

ITEM 4. BANKRUPTCY 4

ITEM 5. INITIAL FEES 4

ITEM 6. OTHER FEES 7

ITEM 7. ESTIMATED INITIAL INVESTMENT 11

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 15

ITEM 9. FRANCHISEE'S OBLIGATIONS 18

ITEM 10. FINANCING 20

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING 20

ITEM 12. TERRITORY 29

ITEM 13. TRADEMARKS 29

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 31

ITEM 15. OBLIGATION TO PARTICIPATE IN THE OPERATION OF THE FRANCHISED BUSINESS 31

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 31

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 32

ITEM 18. PUBLIC FIGURES 36

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS 37

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION 38

ITEM 21. FINANCIAL STATEMENTS 38

ITEM 22. CONTRACTS 41

ITEM 23. RECEIPT 41

Exhibits:

A. FINANCIAL STATEMENTS ..... EXHIBIT A
B. FRANCHISE AGREEMENT ..... EXHIBIT B
C. LIST OF CURRENT AND FORMER FRANCHISEES ..... EXHIBIT C
D. OPERATIONS MANUAL TABLE OF CONTENTS ..... EXHIBIT D
E. OUR AGENTS FOR SERVICE OF PROCESS ..... EXHIBIT E
F. STATE AGENCIES ..... EXHIBIT F
G. STATE LAW ADDENDUM ..... EXHIBIT G
H. EFFECTIVE DATES ..... EXHIBIT H
I. FRANCHISE APPLICATION ..... EXHIBIT I
J. MULTI-UNIT AGREEMENT ..... EXHIBIT J
K. AREA DEVELOPMENT AGREEMENT ..... EXHIBIT K
L. RECEIPTS ..... EXHIBIT L

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

Definitions.

To simplify this Franchise Disclosure Document, "We" means The Launch Pad Franchising, LLC, d/b/a/ The Launch Pad, the franchisor. Sometimes "Our" or "Us" refers to The Launch Pad, when appropriate. "You" means the person who buys the franchise. If You are a legal entity, "You" includes all owners of any equity interest in the entity. "Licensed Business" means the business You will operate, a business selling managed information technology (IT) service, operating under the name “The Launch Pad” offering technology management solutions, as well as a variety of complimentary technology services and products to small and mid-sized businesses, operating under Our Marks and following Our System.

Our Predecessors and Affiliates

The Launch Pad Franchising, LLC is an affiliate of its parent company, RevITup Enterprises, LLC.

Our Names.

We do business under Our corporate name, The Launch Pad Franchising, LLC, the name "The Launch Pad" and the words “You Pursue the Vision… We’ll Manage the Technology” and “Taking Your Business to New Heights”. We do not do business under any other name.

Our Address and Agent for Service.

Our principal business address is 18530 N Dale Mabry Highway, Lutz, Florida 33548. Our agents for service of process are disclosed in Exhibit E. We operate both Our corporate office and Our managed IT service business, The Launch Pad, LLC at this address.

Our Business Form.

The Launch Pad Franchising, LLC was established in April, 2011 in Oldsmar, FL. Its parent, RevItUp Enterprises LLC, a Florida corporation, organized June 20th, 1992. Since June, 1992, RevITup Enterprises LLC has operated under the name “The Launch Pad” and offered computer support, information technology management, computer sales and service and web services to business. From 1992 to March 2007 We operated under the name “The Launch Pad”. In March 2007, We incorporated as RevITup Enterprises, LLC and maintained operations under the primary name "The Launch Pad" as a d/b/a/ of RevITup Enterprises, LLC.

Our Business and Franchises Offered.

Under the franchise We offer, You will operate a business selling managed information technology (IT) service, operating under the name “The Launch Pad” offering technology management solutions, as well as a variety of complimentary technology services and products. You will provide these services to small and mid-sized businesses, nonprofit organizations, educational institutions and state and federal government, operating under the Marks and using the System. The market for Your products and services is primarily small and medium businesses, nonprofits and educational institutions. You may focus on certain vertical markets as defined by the franchisor and specifically that segment that seeks to improve technology management in their organization. You will compete

with other national, regional and local IT service and computer support related service businesses, generally in well-developed markets. Your Licensed Business may operate in close proximity to major competitors. Some competitors will offer many goods and services that are the same as or similar to those You offer.

The Launch Pad Franchising, LLC franchise program includes the common use and promotion of the trademark "The Launch Pad" and other marks We specify for use with The Launch Pad's franchised business (the "Marks"); standards, specifications and procedures for the offering of Our specialized Managed IT Services branded under the name RevITup Business Care Series™. Managed services is defined by a proactive, fixed-fee service delivery model for technology management that uses monitoring tools, automated ticketing and a set standard of delivery provided by a specialized third-party provider. Our Managed Service Provider franchisees (MSPs) offer a strategic method of providing technology infrastructure support and management; distinctive and uniform standards; quality and uniformity of process, services and products offered; procedures for financial control; training and assistance; and advertising and promotional programs.

In granting You a franchise to operate a The Launch Pad Franchising, LLC franchised business, We retain all rights not expressly granted to You; and We expressly retain ownership of all customers and customer data generated in Your business operations.

We also offer an Area Development Agreement ("ADA"), which grants the right to develop multiple The Launch Pad Franchising, LLC (d/b/a/ The Launch Pad) businesses and serve as Our area representative providing services to franchisees in a specified territory. As an Area Developer, You may not sell or negotiate the sale of franchises on Our behalf; We will do that ourselves directly. If You sign an ADA, You will assist in recruiting and qualifying prospective franchisees, as well as providing support services, regular meetings and guidance to franchisees in Your development territory. This ADA provides exclusive rights to a defined territory for a period of time (10 years, with a right of renewal for an additional term of the same length) while the Developer undertakes to establish an agreed upon number of RevITup Enterprises businesses in the territory, adhering to a development schedule. The Developer pays a lump sum of money at the time the ADA is entered, as detailed in Item 5, and receives compensation a portion of the initial franchise fees and royalties generated by The Launch Pad Franchising businesses in the development territory.
You will find a copy of the Area Development Agreement in Exhibit K.

While a Launch Pad franchise may be initially operated from a home office, it is recognized that to achieve strategic growth You will need to lease office space outside of Your home within 45 days of executing the Franchise agreement. As such, You will be required to take occupancy of office space outside Your home upon approval of the lease. If You sign an Area Development Agreement it is recommended that You establish a suitable leased office outside of Your home by the signing of the agreement, although it is entirely Your option to do so. We have no obligation to help You locate this space or help You in negotiating the lease. We have no requirements with regard to type of space, square footage, or office layout.

Prior Business Experience

We operate a business of the type being offered and have done so under the name The Launch Pad and RevITup Enterprises LLC since June of 1992 located in Tampa, Florida and Oldsmar, FL and subsequently and currently, Oldsmar, Florida. This is Our first offering of franchises in any line of business.

Laws Affecting Your Licensed Business

In most states You will have to obtain and maintain a business license. There are currently no federal, state and local regulations specific to the operation of an IT service or computer support business. You will also be subject to state and local licensing laws, codes and regulations to run a

service business. There may be other laws applicable to the business and We urge You to make further inquiries about these laws. The nature and amount of regulation could change rapidly relating to this business. You should consult a lawyer with experience dealing professional service businesses to be sure You are familiar with the current statutes and regulations that might apply within Your territory. We also offer a Multi-Unit Agreement by which You may commit to the development of more than one Launch Pad business in a defined territory. A copy of the Multi-Unit Agreement form can be found in Exhibit J.

There are, of course, statutes and regulations that are common to all businesses, including those governing health and labor issues, zoning and safety. You should obtain a complete copy of the relevant statutes and regulations of the Federal government and of Your state and discuss them with Your attorney. You should also investigate applicable county and city ordinances and regulations.

Item 2. BUSINESS EXPERIENCE

Ms. Ilene Rosoff
Director, President and CEO
The Launch Pad Franchising, LLC

Ms. Rosoff founded The Launch Pad, now RevITup Enterprises, LLC in June of 1992 and has over 20 years experience in the SMB Information Technology arena. She has served as President and CEO since founding the company and holds an Executive MBA from University of South Florida. In 2009, Ms. Rosoff was named finalist in Florida for Business Woman of the Year and a National Stevie Women in Business Award. The Launch Pad was added to the Inc. 5000 and Tampa Fast 50 of fastest growing companies.

Ms. Ashley Nevins
Chief Financial Officer
The Launch Pad Franchising, LLC

Ms. Nevins has served as Our CFO since October 2003. A graduate of the University of Colorodo, she holds a Bachelor of Business Administration and an MBA in finance. From March of 2000 until August of 2003, Ms. Nevins held the position of Finance Manager for Patti Schmidz Enterprises, Inc. in New York, New York.

Mr. Jack Eichert
Franchise Pre-Sales Specialist
The Launch Pad Franchising, LLC

Mr. Eichert joined the RevITup Enterprises team in 2009 to spearhead Our Franchise Presales engagement efforts and Beta program. Prior to joining RevITup Enterprises, Mr. Eichert was CEO of World Media Technologies, Inc. in Clearwater, Florida from 2000. Mr. Eichert was also Director of Small Business Development for Hydrogen Media in St. Petersburg Florida and V.P. of Sales and Marketing for InterSyte in Tampa, Florida.

Mr. Craig Sobel
Franchise Sales/ Business Development
The Launch Pad Franchising, LLC

Mr. Sobel joined the RevITup Enterprises team in 2010. Mr. Sobel has had a variety of experiences within the franchise sector. Most recently, prior to joining RevItUp Enterprises, Mr. Sobel was a member of the franchise development team with Expense Reduction Analysts from 2008 to 2010, a team that won several prestigious franchising awards, including "Best Franchise Sales Team", as awarded by Frannet in 2009. Mr. Sobel has previously served in the role of Director of Admissions for several proprietary educational facilities, most recently with YTI Career Institute from 2006 to 2008. Mr. Sobel also was employed in a variety of managerial positions with New Horizons Computer Learning Centers from 1996 to 2003.

Ms. Megan Meisner
Operations /Training
Franchise Coordinator
The Launch Pad Franchising, LLC

Ms. Meisner has served as Marketing and Busienss Development Manager since August of 2007 and Franchise Coordinator since May 2009. From August of 2006 to August of 2007, Ms. Meisner server as Director of Business Development for PCS OpenTech in Tampa, Florida. From February of 1998 to August of 2006, Ms. Meiser served as Grants and Development Manager for University of Florida, Child Protective Services.

Item 3. LITIGATION

No litigation is required to be disclosed in this Franchise Disclosure Document

Item 4. BANKRUPTCY

No person previously identified in Items 1 or 2 of this Franchise Disclosure Document has been involved as a debtor in proceedings under the US Bankruptcy Code required to be disclosed in this Item.

Item 5. INITIAL FEES

Initial Fee.

The Initial Fees for The Launch Pad franchise are $69,950.00. The fees associated with the Multiple Franchise Agreement and Area Development Agreement are described in those sections, below.

(a) The Franchise Fee includes a geographic territory comprised of entire contiguous US Postal Zip Codes with a minimum total of 5000 Small Business Establishments (SBEs) within Your territory (the "Territory") that meet Our current criteria for business size and demographics, as described in Item 12. In the event that there are more than 5000 SBEs, in Your Territory, a Territory Fee will apply. The fees associated with the Multiple Franchise Agreement and Area Development Agreement are described in those sections, below.

(b) The Territory Fee is $10.00 for each SBE in excess of 5000 SBEs within the Territory. For example, in a Territory containing 5500 SBEs the Territory Fee would be $5,000.00 ($10.00 multiplied by 500).

We participate in VetFran and offer a discount of 20% off the Initial Fee on the first franchise unit to a Qualified Veteran.

Payment of Initial Fee.

A deposit in the amount of $5000 is payable in full, by bank wire transfer or certified check, upon signing The Launch Pad Application for Franchise (Exhibit I) unless other arrangements are required in Your state. The balance of the Initial Fees ($64,950.00) is payable in full, by bank wire transfer or certified check, upon signing the Franchise Agreement which will be within seven days after We approve Your application.

Refund of Initial Franchise Fee.

Prior to Your franchise application, You will have completed a Request for Consideration and Confidential Qualification Report. Upon initial review and approval, You will receive a franchise application. If We disapprove Your application for a franchise for any reason before You sign the Franchise Agreement, We will refund Your deposit in full. After We have approved Your Application, We will not refund the Initial Franchise Fee except We may return the Initial Fee (less any expenses that We have incurred) to You if You do not make satisfactory progress in initial training or do not successfully pass Our RevITup franchisee certification exams. There will be no refund of the Initial Fee under any other circumstances.

Multiple Territories

If You desire to develop and operate more than one The Launch Pad Franchise, and if You qualify, You will sign a Multi-Unit Agreement (Exhibit J) in addition to the Franchise Agreement, permitting You to develop the agreed upon number of additional franchises. If You participate in the development of multiple territories You must sign a separate Franchise Agreement for each The Launch Pad Franchise. Under the Multiple Territory Agreement, You would pay Us a reduced Initial Fee (Franchise Fee and Territory Fee (if applicable)) based on the schedule below, and a portion of each Franchise Fee must be paid at the time the Multi-Unit Agreement is signed, which constitutes a non-refundable Development Fee. The balance of the Initial Fee is due and payable at the time You sign a Franchise Agreement for the unit. The Development Fee is 65% of the total of the Franchise Fees for the franchises You commit to develop, as detailed in the following fee schedule. (See Item 12) The Initial Franchise Fee will be that fee required in each franchise agreement You sign under the Multi-Unit Agreement. (Multi-Unit Agreement – Section 4.B). As a courtesy, We will inform You in writing 60 days before any planned increase in Royalty Fees or other substantive changes to Our franchise agreement. This will allow You to accelerate any franchise openings within the 60-day notice period so You can take advantage of the more favorable terms. (Multi-Unit Agreement – Section 4.B). Initial Fees under a Multi-Unit Agreement are as follows:

Total Number of Units to Be Developed	Franchise Fee for each unit	Territory Fee for each unit (if applicable)	Portion of the Franchise Fee Payable as Development Fee
2-3	$64,950.00	$9.00/SBE over 5,000	$42,217.50
4-5	$61,950.00	$8.50/SBE over 5,000	$40,267.50
6-7	$59,950.00	$8.00/SBE over 5,000	$38,967.50
8-9	$55,950.00	$7.50/SBE over 5,000	$36,367.50
10-14	$52,950.00	$7.00/SBE over 5,000	$34,417.50
15-19	$49,950.00	$6.00/SBE over 5,000	$32,467.50
20+	$46,950.00	$5.00/SBE over 5,000	$30,517.50

Area Development Fee

If You sign an Area Development Agreement (ADA) to be appointed as Our representative in a defined territory, You will pay Us an Area Development Fee of $200,000 to $1.25 Million, depending on the size of Your area. We will consider several factors in determining the Area Development Fee for a given area, including the number of SBEs in the area, the number of The Launch Pad businesses We think may be supported by the markets in the assigned area, the population of the area, and the growth potential of the area. The higher the number of development units and the larger the size of the development territory, the higher will be the Area Development Fee within the range cited above. There will be no additional fee incurred by You should more than the targeted number of third-party owned unit franchises be opened within the area covered by the ADA during the initial term of the ADA.

If You establish a franchised The Launch Pad business as well as the ADA, You will sign a Franchise Agreement for each RevITup Enterprises business unit. Any unit franchises acquired by You while under an ADA must be purchased using the then-prevailing standard terms in the RevITup Enterprises system. If You are an existing franchisee in The Launch Pad system who owns and operates at least one The Launch Pad unit franchise, the royalty and other fees associated with that unit (s) franchise will be paid as required in the franchise agreement.

During the term of the ADA, We will pay to You a portion of the initial franchise fees and royalty revenue We collect from franchises assigned to You and Your territory. The portion paid to You will be within the range of 20% to 40% of the revenues collected, and it will be paid on a regular monthly basis, where Your share of initial franchise fee and royalty revenue will fall within the quoted range will depend on several factors, including the number of franchisees already established in Your territory. For example, in an area where there are no existing The Launch Pad franchisees and You plan to provide the full scope of training and support services, We expect that Your percentage would be at the upper end of the range. All payments to You are based on funds We actually receive, and Your account will be adjusted appropriately to reflect refunds made or broker commissions paid, if any. We will consult with You prior to Our making a decision regarding a refund of fees or payment of a

broker's commission on a franchise grant in Your territory. We will not share revenues from franchises directly developed and owned by You; and the revenue sharing formula does not apply in any way to company-owned unit offices that We may establish in Your territory. The revenue sharing formula applies only to third-party franchisees assigned to You and Your territory.

Item 6. OTHER FEES

OTHER FEES

Type of fee	Amount	Due Date	Remarks
Royalty Fee[1]	7% of Gross Revenues or a minimum of $500 per month for the first anniversary year, with a grace period of 30 days post training. 7% of Gross Revenues or a minimum of $750 per month for the 2nd anniversary year and 7% of Gross Revenues or a minimum of $1000 per month for each anniversary year of the remaining franchise agreement. See Note A.	Payable Monthly by Electronic Funds Transfer. Funds by the 1st of each month. Funds must be in Your designated bank account 3 days prior to the due date which You pay the Royalty Fee.	Gross Revenues includes the full price of all goods and services You sell, whether or not You have received cash or other consideration. The only thing not included in Gross Revenues is taxes or fees You are required to collect on behalf of the government. Gross Revenues are calculated at the time You sell the goods or services, without regard to when You receive or expect to receive payment.
National Marketing Fee [1]	2% of Gross Revenues or $200, if greater during 1st anniversary year; We reserve the right to increase the National Marketing Fee to not more than 4%. 2% of Gross Revenues or A minimum fee of $400 per month is due for the 2nd anniversary year and 2% of Gross Revenues or $600 per month for each anniversary year of the remaining franchise agreement. See Note B.	Payable Monthly by Electronic Funds Transfer. Funds by the 1st of each month. Funds must be in Your designated bank account 3 days prior to the due date which You pay the National Marketing Fee.	Gross Revenues includes the full price of all goods and services You sell, whether or not You have received cash or other consideration. The only thing not included in Gross Revenues is taxes or fees You are required to collect on behalf of the government. Gross Revenues are calculated at the time You sell the goods or services, without regard to when You receive or expect to receive payment.
Local & Cooperative Marketing	6% of Gross Revenues but not to exceed $1,500 per month. See Note B.	Monthly	You must spend at least 6% of Gross Revenues (but no more than 1,500 per month) on local and cooperative marketing, in addition to the National Marketing Fee. If there are two or more Franchises in a marketing area, as We determine, You may be required to participate in the cooperative and contribute moneys as determined by a majority vote of the cooperative.
Additional Training [1]	Approximately $1,200 per person. In addition, You are solely responsible for all compensation, salaries, benefits and travel-related expenses for Yourself or any employees. See Note C.	As incurred	You and a key staff member must complete the initial training (cost included in the Initial Fee for first two persons trained) and certain additional training at Your cost. If You obtain a new or replacement key staff member, You will be responsible for the cost of initial training for that person after We have trained three people for You.

Type of fee	Amount	Due Date	Remarks
Training/ Coaching Onsite	A per diem charge will be billed in advance to the franchisee once training has been scheduled. Franchisee must also pay all travel costs and associated expenses.	As Incurred	Additional specialized training & coaching may be requested for franchisee and/or franchisee staff at their location and must be scheduled at least 30 days in advance.
Training/ Coaching Phone	One-on-one phone training with a Franchise Solutions Specialist will be billed at a rate per hour as specified in the current Operating Manual.	As Incurred	Additional specialized training & coaching may be requested for franchisee and/or franchisee staff at their location and must be scheduled at least 30 days in advance.
PSA Software Licenses	The Launch Pad requires ConnectWise, a professional service automation software, be used by each Franchisee. Initial software purchase, implementation and two licenses are included with initial franchise fee. Additional licenses will be purchased as required from ConnectWise. (currently about $800 per user)	Upon signing of the Franchise Agreement	ConnectWise currently imposes a 3 license minimum. The 3rd license will be paid by the franchisee as well as additional licenses required by staff members. ConnectWise determines license fees and may provide a discount for RevITup Franchisees. Each employee will require a ConnectWise license and franchisee is responsible for cost of licenses for existing or incoming staff members. The Launch Pad provides a customized version of ConnectWise for each franchisee. Existing ConnectWise users that have required licenses will receive a custom implementation to incorporate the required template.
PSA Software Annuity for Maintenance	The Launch Pad requires ConnectWise, a professional service automation software, be used by each Franchisee. ConnectWise charges a Quarterly maintenance fee based on the total license numbers for that location.	Quarterly as billed by ConnectWise	Payable to ConnectWise and based on total number of users/add-on modules.
Zenith License Fees	The Launch Pad requires Franchisees to use Zenith InfoTech to provide monitoring software for managed services.	Paid monthly to Zenith	*Additional fees may be required by Zenith for training and certifications. Zenith license fees are based on use in end-client site per desktop and per server. Zenith may provide a discount for RevITup Franchisees. Franchisees are required to use Zenith at all client sites for technology management.
QuoteWerks Software Annuity for Maintenance	The Launch Pad requires QuoteWerks, a quoting tool integrated to ConnectWise, be used by each Franchisee. QuoteWerks charges an Annual maintenance fee based on the total license numbers for that location.	Quarterly as billed by ConnectWise	Payable to QuoteWerks and based on total number of users. Initial Franchise Fee includes QuoteWerks software with 1 user License. Additional licenses may be purchased as needed.
SuccessMetrix Marketing Fee	$149 per month	Payable monthly to The Launch Pad at same time as monthly Royalty Fee	Used to support Our EMS (email management system), online marketing, web marketing, local SEO, local marketing campaigns, etc.

Type of fee	Amount	Due Date	Remarks
Online Store SAAS Annuity	$150 per month	Payable monthly to The Launch Pad at same time as monthly Royalty Fee	The Launch Pad uses CNET ChannelOnline as a procurement tool and to provide backend access to the online store. The Launch Pad will provide central product procurement and individual license/access for each franchisee.
RevITup University	$399 per year unlimited access	Payable annually to The Launch Pad at same time as Royalty Fee for 1st month of each anniversary year.	1st year is included at no charge.
Profits on supplies or equipment	Variable	When You purchase items from Us or Our affiliate(s)	Some items (for example, those bearing the Marks) may be available only from Us or an affiliate. We or the affiliate would expect to realize a profit on any such sales. You may elect to purchase other items from or through Us or an affiliate, in which case We or Our affiliate will generally realize a profit on the sale.
Certification Fees	Variable	Immediately upon billing.	The Launch Pad will require franchisees or staff to complete certain certifications as described in the policy manual.
Transfer 1	$10,000 for a The Launch Pad business 20% of purchase price for Area Development franchises	Before completing transfer	Payable only if You sell Your franchise or any part of Your business. Fee is $500 if You transfer to a corporation or other entity with the same identical ownership and control after completing initial training.
Audit (less than 3% under reporting) 1	1.5% per month interest on amount of underpayment plus the amount of the underpayment	Immediately upon billing	Payable only if an audit reveals that You have under reported Gross Revenues, but by less than 3 percent.
Audit (3% or more under reporting) 1	1.5% per month interest on amount of underpayment plus the cost of the audit plus the amount of the underpayment	Immediately upon billing	Payable only if an audit reveals that You have under reported Gross Revenues by 3 percent or more.
Renewal 1	$6,500 / Franchise Business $25,000 / Area Development Franchise	Before consummating Renewal	Signature is required on a current Franchise Agreement or ADA. Training for recertification may be required.
Late Payment Fee	1.5% interest per month or maximum legal rate on unpaid balance.		Payable with all fees or assessments that are more than 5 days delinquent.
Franchise Resale Fee	25% of purchase price if prospect is procured through Our efforts for a The Launch Pad business .	Funds will be due at time of buyer signing and escrowed until completion of Training.	Fees only apply if You engage Our services to locate a buyer.

1. These fees are imposed by and are payable to Us. All fees are non-refundable.

Notes Regarding Other Fees:

Note A. Royalty Fees

You will pay a monthly Royalty Fee. No royalty fee shall be due until 30 days after completion of Your training. You will pay by electronic funds transfer. We may, upon 30 days prior written notice, require You to pay Royalties by check, pre-authorized check, electronic funds transfer or similar mechanism. We may, upon notice, require You to pay Your Royalty Fees on a different periodic basis. Monthly royalty fee minimums and the SuccessMetrix Marketing fee minimums may be adjusted by any increase in the CPI. CPI refers to the Metropolitan Area Consumer Index for Urban Consumers—All Items, as published by the US Department of Labor, or a comparable successor index We select. This index measures a constant market price change for a basket of goods and services from one period to the next within the nation. It is one way to measure inflation. The CPI index information We use is published by the United States Department of Labor. On an annual basis, occurring shortly after December 31 each year, We will make and announce the annual adjustment, if any.

Note B. National Marketing Fees

You will pay a monthly National Marketing Fee. You will pay the National Marketing Fee in the same manner and at the same time as Your Royalty Fee. We may require You to pay National Marketing Fees by check, pre-authorized check, electronic funds transfer or similar mechanism. National Marketing Fees are in addition to Your local and regional marketing obligation and any assessments made by a local marketing cooperative. We may, upon notice, require You to pay Your National Marketing Fees on a different periodic basis.

Note C. Training Expense.

Initially, You must have a minimum of two full-time people working the business (three is preferable), one of which must be You. One must be responsible for business operations and management; the other must be, at all times, a Client Solutions Manager who is also a certified Microsoft Network Engineer with at least 3 year experience in the IT Services profession. Both of You must successfully complete Our initial training program. We will decide whether You and Your CSM successfully complete the initial training program based upon knowledge test results and Our observations of Your ability to use the knowledge effectively.

During Your franchise term, We will provide initial training to You and up to one additional person as part of Your Initial Fee. After that You must bear the cost of training additional team members. Training for RevITup University is available for all staff members as defined in the Operating Manual. In all cases, You are solely responsible for all salaries, compensation, benefits, travel and related expenses for trainees. We may require You or team members to attend additional training at a location We determine. Generally, You must pay Our usual fee(s) for mandatory training. In any event, You are solely responsible for all salaries, compensation, benefits and travel related expenses of trainees.

We may provide or make available additional and specialized training materials and equipment for You or Your employees and may charge a fee. All training materials are Trade Secrets. You must require any of Your employees to successfully complete any training program(s) if We designate them as mandatory.

Item 7. ESTIMATED INITITAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR THE LAUNCH PAD FRANCHISE BUSINESS

ITEM	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM MADE
Initial Franchise Fee (Note A)	$69,950	$69,950	Lump Sum	$5,000 with application; $64,995 at Signing of Franchise Agreement	Us
Travel & Living Expenses While Attending Initial Training	$2,0000	$3,500	As Incurred	Before, During & After Training	Vendors, Airlines, Hotels, Car Rental Companies, etc.
Rent & Security Deposit Real Estate Improvements (Note B)	$1500	$4,000	As agreed with Landlord or Mortgage Lender	As Arranged	Landlord or Mortgage Lender
Leasehold Improvements (Note C)	$0	$1,000	As Incurred	As Arranged	Landlord, Lender or Contractor(s) and Vendors
Furniture, Office Equipment, Software (Note D)	$0	$10,000	As Incurred	As Arranged	Vendors, Leasing Cos or Lender
Signs	$500	$1,000	As Arranged	As Arranged	Us, Vendors, Leasing Cos or Lender
Business Licenses	$200	$600	Lump Sum	Before Opening	State, County, City
Grand Opening (Note E)	$1,500	$5,000	As Incurred within first 90 days	As Incurred within first 90 days	Us & Vendors
Marketing & Marketing Fee (Note F)	$15,000 ($5,000 x 3 Months)	$15,000 ($5,000 x 3 Months)	As Arranged; See Item 6.	Monthly and As Arranged; See Item 6.	Us, Advertising Media Vendors
Insurance (Note G)	$1500	$4,500	As Arranged	Before Opening and As Arranged	Insurance Companies
Legal Fees (Note H)	$500	$1,500	As Incurred	As Incurred	Your Lawyer
Opening Inventory of Supplies	$1,000	$2,500	As Arranged	As Arranged	Us and Vendors
Additional Funds (3 months) (Note I)	$10,000	$25,000	As Incurred	As Incurred	Employees, Vendors, Utilities, Taxing Agencies, Etc.
Territory Fee (Note K)	$0	$25,000	Lump Sum	At Signing Franchise Agreement	Us
Total (estimate only)	$103,650	$168,550			

Notes Regarding Initial Investment:

Note A: Initial Fee.

A deposit in the amount of $5,000 is payable via bank wire transfer or certified check upon signing The Launch Pad Franchising, LLC Application for Franchise (Exhibit I). The balance of the Initial Fee ($64,950) is payable in full, via bank wire transfer or certified check, upon signing the Agreement.

Note B: Real Estate Rental.

You must obtain and maintain a business office that meets Our requirements. If You already lease or own Premises, You should review Your lease or purchase documents to evaluate the cost of real estate rental. If not, lease situations will vary in rental amounts, lease terms, amount of space required, tenant improvements required, security deposit and advance rental required. Location is a major factor in the amount of rent required. These estimates may not cover advance rental deposits, insurance and similar expenses. You may elect to own Your own Premises, in which case it is not possible for Us to estimate the cost because of the wide variations in price and financing options. If You rent real estate for the Premises, You may be liable for the entire term of the lease whether or not You succeed in the Licensed Business. You should consult Your lease documents and Your attorney. Your cost of obtaining real estate could be higher if You request Us to send a person to Your Territory to assist You in connection with Your acquisition.

Note C: Leasehold Improvements

The cost could be higher if You or Your landlord request changes from the standard design and materials.

If You already lease or own Premises, You should review Your lease or purchase documents to evaluate the cost of real estate leasehold improvements. If not, lease situations will vary in rental amounts, lease terms, amount of space required and tenant improvements required. Size, configuration and landlord requirements will be major factors in cost. Some landlords finance leasehold improvements by amortizing them over the lease term and charging a higher rental amount to cover the cost. You should attempt to determine Your costs and financing options before deciding on Premises.

Even if You are taking over or continuing in an existing The Launch Pad Franchising, LLC premises or another existing facility, We may require that You remodel, redecorate or make other changes to the Premises to comply with Our specifications, at Your cost. You must maintain the Premises, at Your expense, including furniture, fixtures, interior and exterior paint and landscaping, in accordance with Our specifications.

Note D: Equipment, Furniture, Software.

The cost of equipment could vary widely depending primarily upon Your circumstances. Some new franchisees will have existing businesses and will already have some of the equipment they will need. This may or may not be Your situation. However, even if You have an existing similar business that is fully equipped, You may need additional or different equipment as You are tailoring Your operations or to comply with Our standards. There are factors beyond Our control that could cause You to invest more in equipment.

You must purchase or lease for use in Your the Launch Pad Franchising business a computer system that consists of recommended software and licenses components as identified in the Operating Manual. You also must purchase other items of office equipment as described in the Manuals. The high estimate assumes that You will purchase these items. The low estimate assumes that You already own these items. Both estimates assume that You currently own a vehicle that is suitable for use in operating the franchise. If You lease the equipment, that may increase Your monthly fixed expenses. If You borrow money to purchase the equipment, that may increase Your monthly fixed expenses.

Note E: Grand Opening.

We recommend a "grand opening" appropriate for Your community, competitive situation and similar factors. The cost of a grand opening is difficult to estimate with accuracy because of local market factors, including the types of marketing media available, the cost of marketing space or time and the local competitive situation. We estimate that, in most areas, You can accomplish an adequate grand opening for between $1,500 and $5,000, although, because of local conditions, You may decide that more or less is necessary.

Note F: Marketing.

This estimate includes the National Marketing Fee of 2% of Gross Revenues and the minimum local and cooperative marketing requirement of the 6% of Gross Revenues or $1,500 per month plus a base salary of $3,000 per month for a sales professional. You are expected to spend a minimum of $5000 per month in Your first year of business on sales and marketing, which would include the base salary the sales professional.

The Launch Pad will begin an online marketing campaign, pre-opening to Your territory list approximately 30 days prior to Your Grand Opening. You must begin marketing for Your Franchise and be prepared to provide managed IT services within 30 days after successful completion of the initial training program in Oldsmar, Florida, unless We extend this time period in writing. The $5,000 estimate does not include any extraordinary initial marketing expense for obtaining employees and informing the community of Your business opening. This is addressed in the Grand Opening expense as outlined.

Note G: Insurance.

We require You to purchase and maintain, at Your expense, throughout the term of this Agreement commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability assumed under this Agreement. Such insurance shall be on an occurrence basis and shall consist of combined single limit coverage of at least one million dollars per occurrence/two million dollars annual aggregate. You must purchase and maintain professional liability (errors and omissions) insurance. You must purchase and maintain worker's compensation and employer's liability insurance with a reputable insurer acceptable to Us or with a state agency. We recommend that You consider purchasing Employment Practices Liability Insurance which provides protection against state and local claims including cost of defense for claims such as Discrimination, Sexual Harassment, Wrongful Termination and other claims by employees.

You must provide Us with one or more certificates of insurance evidencing such coverages and naming Us as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverages under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to Us. Upon Our request You must provide Us with a true copy of any insurance policy, including all endorsements. Every insurance policy must provide that coverage is primary/non-contributory. Every insurance policy must be with an insurance company that meets Our criteria as set forth in the Manual.

Keeping in mind that the price of insurance has varied widely in recent years, You should obtain a price quotation from Your insurance agent or broker and rely solely upon Our estimate in planning to purchase the Franchise. Workers Compensation and employers liability insurance are extra and You should obtain prices from Your state agencies or Your insurance agent or broker.

Note H: Legal.

Because of the variability of attorney's fees, this is, at best, an estimate. You should check with Your attorney or with several knowledgeable attorneys to determine the actual range of fees before signing the Franchise Agreement. You may need an attorney to assist and advise You in setting up Your business organization and reviewing contract documents. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or vendors. Depending upon Your experience and staffing, You may also need accounting services, which might be extra. You should consult Your accountant for an estimate of fees. This estimate does not include accounting or consulting services.

Note I: Additional Funds.

This estimates Your initial startup expenses. You may have to use some of these additional funds to pay for Our management assistance if You request from Us extraordinary management or support services during the early stages of Your Licensed Business. In addition, these estimates include payroll costs and various service costs such as utilities. These estimates do not include owner compensation or return on investment. These figures are estimates and We cannot guarantee that You will not have additional expenses starting the business. Your costs will depend on factors such as; how closely You follow Our methods and procedures; Your management skill, experience and business acumen; local economic conditions; the local market for the products and services You offer; the prevailing wage rate; competition; and the sales level You reach during the initial period. You may need additional funds before Your Licensed Business breaks even.

Note J. Territory Fee.

The Territory Fee is $10.00 for each SBE in excess of 5000 SBEs within the Territory. For example, in a Territory containing 5500 SBEs the Territory Fee would be $5,000.00 ($10.00 multiplied by 500).

Going Concern Value Not Included.

If You purchase an existing operating The Launch Pad Franchising, LLC business from Us or from another franchisee, You should expect to pay, in addition to the estimated initial investment, an amount representing the fair market going concern value of the business. That value might exceed the estimated initial investment. Any purchase of existing business assets and goodwill would be under a separate agreement negotiated between You and the seller.

Services by Affiliate and others.

We may provide certain services to You under the Franchise Agreement by sub-contracting with others to provide them. These arrangements will not result in increased costs to You for the services unless specified in the Franchise Agreement.

No Financing.

See Item 10. We do not offer financing for any items. Should We establish relationships with sources of possible financing, We would make the information available to You. Financing availability and qualification requirements would probably change and vary widely. If We make financing available to You, We or Our affiliate(s) would expect to make a profit from it. We do not require You to obtain financing from Us or Our affiliate(s).

No Refunds.

We will not refund any of the payments You make except as provided in Item 5, above.

YOUR ESTIMATED INITIAL INVESTMENT FOR AN AREA DEVELOPMENT FRANCHISE ONLY

ITEM	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM MADE
Initial Franchise Fee (Note A)	$175,000	$2,500,000	Lump Sum	10% of fee due with application; The balance due at Signing of Area Development Agreement	Us
Travel & Living Expenses While Attending Initial Training	$2,000	$3,500	As Incurred	Before, During & After Training	Vendors, Airlines, Hotels, Car Rental Companies, etc.
Business Licenses	$200	$600	Lump Sum	Before Opening	State, County, City
Marketing & Marketing Fee (Note B)	$10,500 (3,500 x 3 months)	$15,000 (5,000 x 3 months)	As incurred	Monthly	Us, Advertising Media Vendors. Brokers
Insurance (Note C)	$500	$1,500	As Arranged	Before Opening and As Arranged	Insurance Companies
Legal Fees (Note D)	$500	$1,500	As Incurred	As Incurred	Your Lawyer
Additional Funds (Note E)	$10,000	$25,000	As Incurred	As Incurred	Employees, Vendors, Utilities, Taxing Agencies, Etc.
Total (estimate only)	$ 198,700	$ 2,547,100			

Note A: Initial Fee.

A deposit in the amount of 10% of the total fee is payable via bank wire transfer or certified check upon signing The Launch Pad Franchising Area Development Agreement, LLC Application for Franchise. The balance of the Initial Fee is payable in full, via bank wire transfer or certified check, upon signing the Agreement.

Note B: Marketing

You are expected to spend a minimum of $3500 per month on sales and marketing.

You must begin marketing for Your Franchise within 30 days after successful completion of the initial training program in Oldsmar, Florida, unless We extend this time period in writing. The $3,500 estimate does not include any extraordinary initial marketing expense for obtaining employees and informing the community of Your business opening.

Note C: Insurance.

We require You to purchase and maintain, at Your expense, throughout the term of this Agreement commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability assumed under this Agreement. Such insurance shall be on an occurrence basis and shall consist of combined single limit coverage of at least one million dollars per occurrence/two million dollars annual aggregate. You must purchase and maintain professional liability (errors and omissions) insurance. We recommend that You consider purchasing Employment Practices Liability Insurance which provides protection against state and local claims including cost of defense for claims such as Discrimination, Sexual Harassment, Wrongful Termination and other claims by employees.

You must provide Us with one or more certificates of insurance evidencing such coverages and naming Us as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverages under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to Us. Upon Our request You must provide Us with a true copy of any insurance policy, including all endorsements. Every insurance policy must provide that coverage is primary/non-contributory. Every insurance policy must be with an insurance company that meets Our criteria as set forth in the Manual.

Keeping in mind that the price of insurance has varied widely in recent years, You should obtain a price quotation from Your insurance agent or broker and rely solely upon Our estimate in planning to purchase the Franchise.

Note D: Legal.

Because of the variability of attorney's fees, this is, at best, an estimate. You should check with Your attorney or with several knowledgeable attorneys to determine the actual range of fees before signing the Franchise Agreement. You may need an attorney to assist and advise You in setting up Your business organization and reviewing contract documents. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or vendors. Depending upon Your experience and staffing, You may also need accounting services, which might be extra. You should consult Your accountant for an estimate of fees. This estimate does not include accounting or consulting services.

Note E: Additional Funds.

This estimates Your initial startup expenses. You may have to use some of these additional funds to pay for Our management assistance if You request from Us extraordinary management or support services during the early stages of Your Licensed Business. In addition, these estimates include payroll costs (if any) and various service costs such as utilities. These estimates do not include owner compensation or return on investment. These figures are estimates and We cannot guarantee that You will not have additional expenses starting the business. Your costs will depend on factors such as; how closely You follow Our methods and procedures; Your management skill, experience and business acumen; local economic conditions; the local market for the products and services You offer; the prevailing wage rate; competition; and the sales level You reach during the initial period. You may need additional funds before Your Licensed Business breaks even.

Going Concern Value Not Included.

If You purchase an existing operating The Launch Pad Franchising, LLC business from Us or from another franchisee, You should expect to pay, in addition to the estimated initial investment, an amount representing the fair market going concern value of the business. That value might exceed the estimated initial investment. Any purchase of existing business assets and goodwill would be under a separate agreement negotiated between You and the seller.

Services by Affiliate and others.

We may provide certain services to You under the Franchise Agreement by sub-contracting with others to provide them. These arrangements will not result in increased costs to You for the services unless specified in the Franchise Agreement.

No Financing.

See Item 10. We do not offer financing for any items. Should We establish relationships with sources of possible financing, We would make the information available to You. Financing availability and qualification requirements would probably change and vary widely. If We make financing available to

You, We or Our affiliate(s) would expect to make a profit from it. We do not require You to obtain financing from Us or Our affiliate(s).

No Refunds.

We will not refund any of the payments You make except as provided in Item 5, above.

Item 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase from Us or an approved supplier certain equipment, supplies and inventory necessary to start or operate the Licensed Business. As to other equipment, supplies and inventory, You may purchase them from the vendor(s) of Your choice, but the item(s) must meet Our specifications. We issue specifications in writing and incorporate them in the Manual. These specifications include quality, accuracy, preparation, installation, application, delivery, performance, design and appearance. In some instances, You must purchase items that comply with Our reasonable subjective determination of whether they meet the standards and comport with the The Launch Pad Franchising, LLC image. If We have not provided specifications, You may purchase any items that reasonably meet the requirements of the Licensed Business. All items that You purchase from approved suppliers must meet Our specifications. This includes advertising and marketing materials, forms, and promotional items. In addition, You must purchase the signs used to identify the Licensed Business(s) and Premises from a vendor We approve.

We publish a list of approved vendors and order procedures in the Manual. We may approve other vendors if You request it in writing or if a vendor requests it and if the vendor demonstrates to Our satisfaction that it is financially stable and can provide product(s) or service(s) that meet Our specifications and that are consistent with Our image. We may charge a reasonable fee to cover Our costs in evaluating a proposed vendor. If You desire to obtain any items from any other supplier, You must submit to Us a written request for its approval. If You do not receive an approval notice within 30 days, the supplier is deemed disapproved. We reserve the right to disapprove any previously approved vendor whose performance falls below Our standards. We will make any approvals of new vendors or revoke approval of vendors in writing and will incorporate Our decision in the Manual.

Except as noted below, We do not derive any revenue as a result of purchases You make from approved suppliers or Your customers make from Our service affiliates. Service affiliates are third party vendors that provide a service distinctly different from Our services, and when You purchase from a service affiliate We generally receive a referral fee. Whenever Your customers purchase products or services from Our approved vendors or suppliers, We reserve the right to retain a percentage of the commission collected ranging from 0% to 50% to recover administrative costs.

Review Item 11 for information regarding computer hardware and software You must purchase or license.

Because this is the first time We have offered franchises, Our historic information about how much You will spend on equipment, supplies and inventory from Us or approved vendors is an estimate based upon historic spending for one similar business operated by Our affiliate. Thus, We have almost no historic information about how much You will spend on equipment, supplies and inventory that must meet Our specifications.

We may negotiate purchase arrangements with suppliers for Your benefit in the future. Except as described in this Item, We do not currently provide any material benefits to You based upon Your use of designated or approved sources except that You know that We have confidence that the designated or approved vendor can perform to Our specifications.

Your employees and manager(s) must complete certain training programs at Your expense. We have no historic information about how much You will spend on mandatory training programs. See Item 6.

We estimate that Your purchases of goods and services from approved sources will represent approximately 90% to 100% of Your overall purchases in operating the Licensed Business.

We estimate that Your purchases of goods and services in accordance with specifications will represent approximately 90% to 100% of Your total purchases in connection with establishing Your Licensed Business and approximately 90% to 100% of Your total purchases in connection with operating Your Licensed Business.

The numbers contained in this Item 8 are Our good faith estimates. We have little historic data from which to derive accurate numbers or percentages. In the interest of providing You with some point of reference, We have provided these estimates. Both We and Our affiliate(s) have the right to make a profit on items You purchase from Us. Any profits would be within the range of standards in the industry for the item(s) in question.

Item 9. FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS FRANCHISE DISCLOSURE DOCUMENT.

Franchise and Multi-Unit Agreement

Obligation	Section in Agreement	Section in the Multi-Unit Agreement (MUA)	Section in the Area Development Agreement (ADA)	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Articles 1 & 2	Article 3	N/A	Items 1,7,11,17
b. Pre-opening purchases/leases	Articles 2 & 9	Articles 3 & 4	Articles II, III, & V	Items 7 & 11
c. Site development and other pre-opening requirements	Articles 2,3,4,5,9,10	Articles 3 & 4	Articles II, III, & V	Items 1,7,11,17
d. Initial and ongoing training	Articles 4	Article 1	Articles IV & V	Items 5,6,7,8,11,15
e. Opening	Articles 2,3,4,5,9,10	Articles 2 & 3	Articles II & III	Items 5,6,7,9,11,12,13,15,16
f. Fees	Articles 5 & 10	Article 4	Articles II & III	Items 5,6,7
g. Compliance with standards and policies/Operating Manual	Articles 4,6,9,10,11	Article 1	Articles V & XII	Items 5,6,7,8,9,11,12,13,14,15,16
h. Trademarks and proprietary information	Article 6	N/A	Article I	Items 13 & 14

Obligation	Section in Agreement	Section in the Multi-Unit Agreement (MUA)	Section in the Area Development Agreement (ADA)	Item in Franchise Disclosure Document
i. Restrictions on products/services	Article 9	N/A	N/A	Item 16
j. Warranty and customer service requirements	Articles 6 & 9	N/A	Article V	Article 9 & 15
k. Territorial development and sales quotas	Article 5	Articles 2 & 3	Articles II & III	Item 12
l. Ongoing product/service purchases	Articles 9 &10	N/A	N/A	Item 6,7,9
m. Maintenance, appearance and remodeling requirements	Article 2	Article 3	N/A	Items 7 & 11
n. Insurance	Articles 3 & 9	N/A	N/A	Items 7 & 17
o. Marketing	Articles 5, 6, 9, 10	N/A	Articles I & V	Items 6,7,11
p. Indemnification	Article 8	N/A	Article X	N/A
q. Owner's participation/management/staffing	Articles 3, 4, 9	N/A	N/A	Item 15
r. Records/reports	Article 9 & 11	N/A	Article V	Items 9 &11
s. Inspections/audits	Article 9 & 11	N/A	N/A	Items 6 & 17
t. Transfer	Article 12	N/A	Article VII	Item 17
u. Renewal	Article 13	N/A	Article IV	Item 17
v. Post-termination obligations	Article 14	Article 5	Article VI & VII	Item 17
w. Non-competition covenants	Article 14	N/A	Article VIII	Item 17
x. Dispute resolution	Article 16	Articles 9 & 10	Article XIII	Item 17

Item 10. FINANCING

We do not offer financing for any purpose. Should We establish relationships with sources of financing, We would make such information available to You. Financing availability and qualification requirements would probably change and vary widely. We do not guarantee any of Your notes, leases or other obligations. If We make financing available to You, We would expect to make a profit from the financing. We do not require You to obtain financing from Us.

We do not have any arrangements where We receive compensation for assisting You in obtaining financing. If We make such an arrangement, We will disclose the arrangement(s) to any franchisee(s) to whom We make it available.

We do not intend to sell, assign or discount to a third party any note(s), contract(s) or other obligation(s) You have signed. However, the Agreement places no restriction upon Our right to transfer, assign or discount any such instruments, the Agreement, any other agreements, or the System.

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

Pre-opening Obligations.

We estimate that Your purchase of supplies, materials, equipment (including the computer systems) and other products and services from approved suppliers will represent approximately 90% of Your overall purchases in establishing the business, and approximately 90% of Your overall purchases in operating the business. We may negotiate purchase arrangements with approved suppliers for Your benefit. We do not provide material benefits to You for Your purchases from approved suppliers.

Except as listed below, We need not provide any assistance to You.

Before You open Your Licensed Business, We will:

1. License You to use Our Marks and System in connection with Your Licensed Business (Franchise Agreement - Article 6);
2. Designate Your Territory (Franchise Agreement - Article 1);
3. Provide an initial example marketing plan and purchase from Our supplier Your territory list which includes contact information and email addresses.
4. Review and approve or disapprove Your selected business Premises (Franchise Agreement - Articles 1 & 2) as follows:

    a. You are responsible for securing a location. Although We will provide You with any information We have about available locations, You should independently evaluate the proposed location. We do not own Premises and rent them to You.
    b. You are responsible for complying with all local ordinances and building permits and to obtain any required permits.
    c. We require You to maintain and repair the Premises and equipment. We may require You to replace equipment to comply with Our current specifications and image every three years.
    d. You must obtain and install the required equipment, signs, fixtures and supplies from approved suppliers. Please refer to Item 8 for more information.
    If You intend to lease the site for Your RevITup Enterprises Business, the lease will be subject to Our prior approval, and You must provide Us with a copy of the lease and details relating to square footage, rental per square foot, the term of the lease, and

other terms as We reasonably require at least 10 days before signing the lease. Each lease must contain the provisions set forth in Exhibit 3 attached to the Franchise Agreement, and must specifically state that We are a third party beneficiary of the lease. If We cure any default by You under the lease, any amounts that We pay to cure the default will be payable by You to Us on demand together with interest at the rate of 1% per month from the date We make the payment, or, if less, at the maximum rate that does not violate applicable state usury laws.

Under the Multiple Territory Agreement or Area Development Agreement the only aspect of Your site We must approve is Your lease. We have no requirements with regard to type of space, square footage, or office layout. Each lease must contain the provisions set forth in Exhibit 3 attached to the Franchise Agreement, and must specifically state that We are a third party beneficiary of the lease. If We cure any default by You under the lease, any amounts that We pay to cure the default will be payable by You to Us on demand together with interest at the rate of 1% per month from the date We make the payment, or, if less, at the maximum rate that does not violate applicable state usury laws. If You do not receive Our approval of the lease for the office space, You may be prohibited from opening Your second location as a consequence.

e. In some cases We will offer franchises on a fully equipped basis and You will purchase the Premises and equipment at Our installed and delivered cost plus a reasonable profit.

f. If You do not secure a location that We can reasonably approve within 60 days (or any extension We agree to) You will forfeit Your Initial Fee. We are interested in locations, not forfeitures, so if You are making a reasonably diligent effort to secure a good location, We would ordinarily expect to agree to reasonable extensions. We expect You to communicate with Us about Your efforts.

5. Computers, Software Systems, Subscriptions, Telephones, Internet and Electronic Mail

Before You open Your business You must obtain and install, at Your expense, all computer equipment components, other office equipment, supplies and related items that We require, as described in the Manuals or otherwise in writing. You must maintain the computer system in good working order, and obtaining any upgrades, new components or new equipment that We may require. It will be Your responsibility to enter into contracts for the maintenance, support, upgrades and updates to the computer system.

You must secure and maintain a business telephone system with at least three incoming lines plus a fax line for the exclusive use of Your Franchise. The phone system must have auto-attendant and voicemail features. You must maintain a local telephone listing in the primary telephone book for each market area included in Your Territory. You must also install and maintain a high-speed broadband Internet connection (such as DSL, FIOS or cable-based service), in accordance with Our specifications, and permit Us direct access to information on Your computer concerning Your Franchise.

We must have this access at the times and in the manner We may specify. You must submit to Us Your client database in a form and timeframe We require in the Manuals. (See Item 11) At Our request, You must enter into a software license agreement with Us in the form that We require, for the license of certain proprietary software that We may provide for the operation of Your Franchise.

You must acquire and use a computer system during the operation of Your the Launch Pad Franchising Business. The recommended and required components of this system are identified in the Franchise Manuals. You must maintain the Computer System in good working order and upgrade or update the Computer System as required. You may also be required to enter into

service contracts for the maintenance, support, upgrades and updates to the Computer System. We are not aware of any contractual limitations on the frequency or costs associated with these steps. We or third parties may develop software for use with Your RevITup Enterprises Business. We may require that You enter into a software license agreement with Us or third parties for this software. We may also make available to You any enhancements or replacements to the software that are developed. We may charge a reasonable fee for these enhancements. (Franchise Agreement – Section 9)

Training Materials

The Launch Pad Franchising customer training guides contain proprietary information, and may not be copied under any circumstances, even for Your own use.

Vehicle

Any vehicle that You or Your employees use to deliver goods or services in connection with Your Franchise must meet Our standards. You must keep the vehicles clean and in good working order.

6. Loan You one or more operations manuals ("the Manual") (Franchise Agreement - Article 1 & 9); and
7. Provide initial training for You and one manager, if applicable, as follows:

Onsite Training Week at The Launch Pad Franchising, LLC Corporate Headquarters

TRAINING PROGRAM

Subject	Time Begun	Instructional Material	Hours of Classroom Training*	Hours of On The Job Training*	Instructor*
Orientation to the Launch Pad Franchising, LLC	Before Opening	Manual, Lecture, Slides	1	NA	CEO, Ilene Rosoff
Objectives of the Launch Pad Franchising, LLC	Before Opening	Manual, Lecture, Slides	1	NA	CEO, Ilene Rosoff
New Office Development	Before Opening	Manual, Lecture, Slides	1	NA	Megan Meisner
Service Overview/RevITup Business Care Legal, FinServ, Verticals	Before Opening	Manual, Lecture, Slides	6	NA	Megan Meisner
Operations/Administration/ Accounting	Before Opening	Manual, Lecture, Slides	4	21	CEO, Ilene Rosoff/Jane Wilson
ConnectWise PSA, Support Systems & Computer Systems, Zenith	Before Opening	Manual, Lecture, Slides	6	NA	CEO, Ilene Rosoff
Sales Process, proposal, presentation, close	Before Opening	Manual, Lecture, Slides	5	NA	Craig Sobel
Marketing & Advertising (website, campaigns)	Before Opening	Manual, Lecture, Slides	6	NA	Megan Meisner

Subject	Time Begun	Instructional Material	Hours of Classroom Training*	Hours of On The Job Training*	Instructor*
People Management, Staffing & Training	Before Opening	Manual, Lecture, Slides	3	NA	Craig Sobel
Vendor Introduction/Product Procurement Training	Before Opening	Manual, Lecture, Slides	3	NA	Randy Todd
Certification Testing, Graduation & Send-off	Before Opening	Manual, Lecture, Slides	4	NA	CEO, Ilene Rosoff

* All times are approximate and We may adjust them based upon Your experience and rate of learning. Although the person(s) indicated will coordinate and be responsible for training, they may bring in other appropriate persons to actually conduct the training or some portion of it.

We do not charge for the initial training for You or manager (initial training for a total of two people is included in Your Initial Fee), but You must pay the travel and living expenses for You and Your employee(s). All training occurs at Our Oldsmar, Florida training center. Please refer to Item 2 for information regarding the experience of the training instructors. You and manager must successfully complete the initial training program. We will decide whether You successfully complete the initial training program based upon knowledge test results and Our observations of Your ability to use the knowledge effectively.

Obligations after opening, We will:

1. Take any actions We deem appropriate to protect or defend the Marks or System (Franchise Agreement - Article 1);
2. Loan You one or more operations manuals ("the Manual"), which contains specifications and mandatory and suggested standards and procedures. This manual is confidential and remains Our property. We will modify this manual, but the modifications will not alter Your status and rights under the Franchise Agreement. (Franchise Agreement - Article 1). Exhibit D includes a copy of the Manual's table of contents. The Manual currently contains approximately 350 pages.
3. Manage any National Marketing Fees. We will provide a periodic accounting, but only as to the aggregate amount of any National Marketing Fees collected and how We used them by general category. (Franchise Agreement – Article 5)
4. Manage all aspects of the marketing program using any National Marketing Fees collected (Franchise Agreement - Article 5);
5. Collect and manage funds received as rebates, discounts and allowances from vendors You do business with (Franchise Agreement – Article 5);
6. Coordinate updates and provide notification and access to customized software database(s) and/or upgrades, any enhancements or replacements to the software that We develop or support will be available to You (Franchise Agreement, Section 9); and
7. Provide ongoing training through Our online university, RevITup U, and offer additional periodic training program for Your manager(s) and for certain other employees, at Our regular charge for the training (Franchise Agreement - Articles 4). Please refer to Item 6 for information regarding the frequency and number of training programs We may require You to participate in.
8. Implement a templated version of Our Professional Service Automation Solution (as described in the Franchise Agreement) and additional add-on software required including an account set up with required hosted software providers.

After You open the Licensed Business, We expect to be in regular contact with You to discuss Your operation of the Licensed Business and to generally be of assistance. We plan to provide additional on-going training for You and Your manager(s) and employees at Our usual charges. The Agreement does not obligate Us to provide such services, however.

We plan to provide a marketing program using any National Marketing Fees You pay, combined with those from other franchisees. We expect to focus all marketing using National Marketing Fees in areas where We have one or more franchisees, although the Agreement does not require Us to benefit You with every marketing program. We may charge Our marketing research, development and production expenses against the marketing funds. We are not obligated to collect a National Marketing Fee or to conduct a marketing program.

Website, Online Marketing, Social Media

We have established a Web site ("The Launch Pad Website, www.launchpadonline.com") listed on the Internet. We have also established a Launch Pad blog and various integrated and ongoing social media campaigns. We will determine the content and use of the Web site and other online media or other listing and will establish the rules under which You and other Franchisees will participate. Franchisees will receive a named sub-site which will adhere to the specifications of the main site but will allow for local and owner information. You pay Us a monthly fee for web site updates and maintenance. We will retain all rights relating to the Web site or other listing and may alter or terminate the Web site or other listing upon 30 days notice to You. Your participation in the Launch Pad Website is subject to the provisions of the Franchise Agreement. You acknowledge that certain information obtained through Your participation in the Launch Pad Website may be considered proprietary and confidential information, including access codes and identification codes. You're right to participate in the Launch Pad Website or other listing will terminate when the Franchise Agreement expires at the end of its term or terminates. You may not establish Your own Web site or other listing on the Internet using the name "The Launch Pad", "RevITup Enterprises", the Marks or the System. As We continue to develop strategies for taking advantage of the benefits the Internet may offer, You may be required to take part in Our activities. You therefore agree that We, upon 60 days' notice, may require You to participate in, and pay a proportionate share of, Our System's future Internet activities. (Franchise Agreement - Section 5)

You must conduct all Your advertising and promotion in a professional manner, and they must conform to Our standards and requirements as set forth in the Manuals or otherwise. All local campaigns marketing will follow Our guidelines and use Our marketing templates and materials. You must obtain Our written approval before placing any telephone listing, print advertisement or issuing a any direct mail prices. All promotional literature will follow exactly Our templates and specifications. . You must advertise only through the use of the advertising and promotional materials that are provided to You by Us. You must not deviate from these materials, or use advertising materials not provided by Us or approved by Us in writing before use. You must promptly discontinue use of any advertising or promotional plans or materials, upon notice from Us. (Franchise Agreement – Section 5). You may not engage in sales through alternative distribution channels other than those approved or the Internet without Our prior written approval. We are not required to give You such approval. (Franchise Agreement – Article 5)

We currently do not have an advisory council. If We form or approve an advisory council, You must participate. Any advisory council would not have decision-making power. It would be advisory only. We have the right to form, change or dissolve any advisory council.

Advertising

If at any time there are two or more The Launch Pad Franchising, LLC franchisees within a marketing area, You may be required to form and join a local marketing cooperative and You must participate. We will decide and may modify the size and location of any marketing area. A local marketing

cooperative, by a majority vote, may assess additional National Marketing Fees and You must pay them. A local marketing cooperative may not assess National Marketing Fees in an amount greater than five percent of Gross Revenues unless all members of the cooperative agree. Except for these guidelines, and subject to any rules or recommendations We may adopt, each local marketing cooperative will be autonomous, making its own rules and procedures and administering its own funds. We will collect regional cooperative marketing fees for marketing cooperatives, if applicable.

Because We are new, We have no basis for providing information about how We spent any marketing funds during the last year. Any marketing funds not used during any one year remain in the marketing fund(s) for the next year. For more detail about the marketing programs, please review Items 6, 8 and 9.

Time To Open

The typical length of time between when You sign the Agreement or pay the initial franchise fee and the time when Your Licensed Business opens will generally be 30 to 90 days. Your Franchise is considered "open" on the day You graduate from the Initial Training Program. Your Royalty Fees and Marketing Fees are tied to Your graduation date, unless We extend this time period in writing. You must begin marketing for Your Franchise and be prepared to provide computer support and training services within 30 days after successful completion of the initial training program in Oldsmar, Florida, unless We extend this time period in writing. (Franchise Agreement – Section 4)

The factors affecting this length of time include the time necessary for You to obtain Premises and equipment, schedule Your initial training, and hire and train any necessary employees. Typically, You will complete the Initial Training Program for Your the Launch Pad Franchising business within 3 months after You sign the Franchise Agreement. This time period may be shorter or longer, depending on the time of year and unanticipated delays. There may be unusual circumstances in which, because of delays, construction schedules and other events beyond Our control it takes longer than six months. On the other hand, it could be less than three months.

Training

There are two core components to Our franchisee training system. Before opening Your Licensed Business, You and a manager, must successfully complete Our initial onsite training program. We will decide whether You successfully complete the initial training program based upon knowledge test results and Our observations of Your ability to use the knowledge effectively. You are responsible for all salaries, compensation and travel related expenses of persons receiving training, both initial training and on-going training. For further information regarding expenses related to the initial onsite training, please review again Item 6.

Additionally, You will be required to complete training mandated with materials designated or provided and on Our Online University, RevITup University which may be supplemented by other online coursework by Our key software/service providers. The general course outline is as follows:

RevITup U™ – Online University for Franchisees

Subject	Course Modules	Course Time
Who We Are	RevITup Enterprises Philosophy & Core Values	1 hour
Our Franchise Support System	RevITup University, Team Franchise Support	1 hour
What We Do	What is Managed IT Services	1.5 hours
What We Do Better	The Launch Pad – Branding, The Launch Pad Difference	1 hour
Service Offerings	RevITup Business Care Series	3 hours
Operations/ Systems	Team Franchise Business Operations/Process/Systems	2 hours
Clients	Launch Pad Clients – Who makes Our "A" list	1 hour
Vendors/Partners	RevITup Partner for Success	1.5 hours
Service Delivery	RevITup Service Management and Client Solutions	2 hours
Systems/Processes	The Tools: ConnectWise/Zenith	Integrated to Zenith and ConnectWise University
Marketing	RevITup Marketing: Quick- Starts, SuccessMetrix Campaigns	3 hours
Sales	Paint-by-Numbers from Lead to Close	4 hours
Staff	RevITup Team Building System – Our Secret Sauce, Manage-to-Win	2 hours
SuccessMetrix	RevITup SuccessMetrix – making the numbers	2 hours
Special Initiatives, Add-on Modules	Easy-to-GreenIT, VirtualGreen Office, RevITup Platinum Plus, Community Give Backs	2 hours

Computer Software

We require You to use certain computer equipment and software. Computer hardware specifications will be outlined and You may select computer hardware that meets or exceeds Our current minimum requirements. You are responsible to maintain and repair Your hardware and to update or upgrade Your software. Software versions and types standardized for quoting, management and accounting and are expressly dictated by Us. We may recommend or require additional hardware. We currently require You to use the following computer hardware and software:
Notes:

1. You must subscribe to use the ConnectWise PSA (professional service automation) program We have designated for use with the Launch Pad Franchising system. We have arranged for all of Our franchise owners to use the ConnectWise premise-based program in their businesses; it is specially designed to provide business automation and management to the work of managed IT service providers, and will also allow You manage Your customer relationships. Additionally, You must subscribe to use Zenith monitoring toolset which is licensed monthly by Zenith based on volume of workstations and servers managed. The Launch Pad Franchising, LLC will purchase the initial installation of ConnectWise and two licenses for the franchisee. The third required licenses, subsequent licenses monthly subscription hosting and maintenance fees are the sole responsibility of the franchisee.

   You can read more about ConnectWise on the Internet at www.connectwise.com. This proprietary program is owned by ConnectWise.

   As discussed in Item 8, We will have direct, independent access to the information and data on Your computer system and will have sole use of one of the licenses initially purchased. Additional licenses are required for add-in modules as described in the Franchise Agreement. You must subscribe to the approved e-mail marketing program, MSP sales and management programs and to the approved Professional Services Automation Solution, ConnectWise.

2. The specifications, customized configurations, use and processes of currently selected software such as ConnectWise PSA, Zenith InfoTech, QuickBooks, QuoteWerks, Manage-to-Win, Corelytics, EMS systems and other required software tools are, collectively the "Proprietary Software". As report preparation and processing software and office management programs become more sophisticated, You may need to upgrade or supplement hardware and related items. You must upgrade Your computers, modems and printers and purchase any additional equipment We specify to accommodate Our software, or to improve the overall effectiveness and competitiveness of Your business. Software may change as requirements change and evolve. You may be required to upgrade or change software solutions as deemed appropriate by The Launch Pad Franchising, LLC.

3. The Launch Pad Franchising, LLC Database is housed in proprietary business management software. We are not obligated to provide support or upgrades to this program or its replacement program. If upgrades or support for this program are required, this will be provided by the vendor at an additional cost. We will mandate that software be kept up to date and maintenance contracts be maintained as to standardize version across franchises.

4. The Launch Pad Franchising, LLC SuccessMetrix is a proprietary system that provides guidelines for franchisees to collect data, benchmark key metrics and provide financial reports. This is part of the reporting system used to provide required monthly financial data to Us.

5. Via Our proprietary software, We have access to the information and data generated described above. There are no contractual limitations on Our rights to access the information and data.

6. We require that You enter into a maintenance agreement with ConnectWise for maintenance and updates on the main PSA solution. We have no contractual obligation to provide support for the software or hardware. You are obligated by the Franchise Agreement to install and use any upgrades and updates that We may designate as mandatory. There are no limits on the frequency or cost of such upgrades or updates. We have ConnectWise PSA in Our office continuously since March 2006. Integrated

with Our PSA solution is Zenith Infotech which provides the integrated monitoring software, backend NOC support and additional solutions which are part of Our core service offerings. All franchisees are required to use the Zenith licenses with each end-client under a RevITup Business Care agreement. Monthly licensing costs are the sole responsibility of each franchisee.

Additionally, We require certain premise and hosted software or software services as part of the management of the Business. These currently include QuoteWerks, QuickBooks Premier Professional Services, Manage-to-Win, Corelytics, Lyris (Email Management System), Visistats, Go-to-Webinar, LogMeIn and some subscription coaching services such as TruMethods that require a monthly fee. We will provide discounts whenever available through Our vendor partner programs. All monthly fees shall not total more than $600 per franchise location. Premise software licenses are required to be maintained with latest versions and update timeframes will be mandated by Us.

7. We currently require Cable, DSL or Fiber Optic Internet connection that is always on, We require You to have at least one static IP address. We recommend that You obtain Your Internet access from a major supplier.
8. We have no contractual obligation to provide support for Microsoft software, Adobe Software, Intuit Software, or other 3rd party vendors of required software programs. You may be able to obtain support from Your computer hardware manufacturer or directly from Microsoft. We have no contract with Microsoft or with any hardware manufacturer to provide You with service or support. We cannot estimate the cost of updates and upgrades and there is no limit to the frequency with which You may require them or the amount of the cost. Those factors are determined by Microsoft pricing and service policies. We have used versions of these software programs in Our offices continuously since 1992. We have not approved any alternative software at this time. The contact information for the applicable vendors can be found in table 11.1
9. We will provide specification on the design and minimum requirements of Your computer network including peripheral devices. There are no particular manufacturer requirements on computer systems other than Your computers must be less than one year old at the time You begin using it in the Licensed Business. We may, in the future, impose additional requirements on new or replacement computer hardware. You must install and use upgrades and replacement equipment when We require it, which We may do at any time. There is no contractual limit on how much an upgrade would cost.
10. The required computer hardware and software will be a key tool in managing all aspects of Your business and will assist You in gathering, analyzing and reporting data and results. The required computer hardware and software will also collect and make available to You and to Us extensive information about Your business, including purchases, customer data, inventory, receipts, cost of goods, profitability and expenses, including payroll and employee expense and scheduling. Under the Franchise Agreement, We have unlimited independent access to the information for any proper purpose under the Agreement. Unless otherwise required by law, We will not provide the information to any other person except in summary or statistical formats—and with Your identifying information removed.

Item 12. TERRITORY

We will grant You a geographic territory identified by US Postal Zip Codes ("Territory") which We will describe in Exhibit 2 of the Franchise Agreement. If You are not in breach of the Agreement, We will not locate or open a competitive business under the Marks and using the System in Your Territory, either company-owned or franchised, during the term of the Agreement. You are permitted to operate the Franchised Business only at one location and only within Your Territory. There are no restrictions on where customers may come from. You may only engage in direct marketing within Your Territory, except with Our prior approval or through a Regional Marketing Cooperative. Under Our policies, We alone will resolve any misunderstandings or disputes among franchisees over territory questions or referrals.

In determining the original size and boundaries of Your Territory, We will consider demographic and other factors that We deem appropriate, including the number of businesses fitting Our demographics within the logical market area, the number and size of competitors, traffic patterns, the competitive situation, natural determinants, and economic data. We will not necessarily give any single factor or combination of factors controlling weight. Your Territory will not be identical to that of any other franchise and You must make Your decision whether to purchase the franchise based upon Your knowledge of Your proposed Territory.

If You are in full compliance with the Agreement and with the Manual, We may permit You to acquire expansion territory. Expansion territory is adjacent territory that We have not assigned to another franchisee. The current price of such expansion territory is $10.00 per business residing in the expanded territory based upon currently available governmental demographic data. The purchase price for expansion territory is payable, in full, when You sign an addendum for the expansion territory. We will determine the minimum and maximum size and configuration of an expansion territory and may impose reasonable conditions, including, but not limited to the opening of a satellite office in the expansion territory.

Multi-Unit Agreement / ADA.

If You sign a Multi-Unit Agreement You will receive the exclusive right to develop multiple The Launch Pad Franchising, LLC businesses within a defined geographic area. If You sign an Area Development Agreement (“ADA”) You will receive exclusive rights to serve as the area developer for that area; We reserve the right to establish company–owned unit franchise operations in the Development Territory of the ADA. The size of the development territory will depend on the number of unit businesses to be developed, and will be defined as a collection of ZIP Codes, a town, city, county, or other political jurisdiction, as described above. The size of the territory will be a direct multiple of the territories for the number of franchises anticipated under the ADA or Multiple Territory Agreement. Except as described above, We will not establish other franchised or company-owned The Launch Pad Franchising, LLC offices within Your Territory. Except as described above, We will not alter Your Territory. Your continued Territory rights are not affected by Your sales volume, market penetration or any other contingency.

Item 13. TRADEMARKS

Trademark Registration

We grant you non-exlusive right and obligation to operate a business under the service mark and trade name, The Launch Pad™ and to use RevITup Business Care System™ to indentify our technology service series and delivery model. You will also have limited right to use the Proprietary

Marks and other trade names, trademarks, service marks, trade dress and logos We currently use or which We may adopt or approve (the "Marks") in in connection with The Launch Pad Franchise.

In addition to Our common law rights to the Marks, We have secured federal trademark registrations as follows:

Mark	Registration Number	Registration Date	Register
RevITup Enterprises, LLC	#3,728,963	9/12/2009	Principal

There are no presently active determinations of the Patent Office, the Trade Mark Administrator of any state or any court, any pending interference, opposition or cancellation proceeding or any pending material litigation involving the Marks that is relevant to Your ability to use the Marks in connection with the Licensed Business.

There are no agreements that significantly limit Our rights to use or license You to use the Marks in any manner material to the Licensed Business.

Use of Marks

You must follow Our rules when You use the Marks. You may only use the Marks exactly as We specify. You may not use any of the Marks in connection with the offer or sale of any unauthorized product or service.

You must inform Us if You become aware of any misuse or misappropriation of the Marks or anything confusingly similar. You may not start any litigation relating to the wrongful use of the Marks without Our prior written approval. We may take whatever action We deem appropriate to protect or defend the Marks or System, but We need not take any action.

If a third party sues You claiming that You are infringing the trademark or trade name of the third party by using the Marks, You must inform Us immediately. We will indemnify You as to that claim only and have the right to control the litigation.

It may become necessary in Our sole discretion, because of trademark litigation, a decision of the Patent and Trademark Office, or otherwise, to change the Marks. In that event, You must immediately adopt the new or revised Marks and Our maximum liability, including for any purported goodwill, is to reimburse You for the actual out-of-pocket costs of changing the principal signs identifying Your Premises.

We do not know of any person claiming or having superior rights to any of the Marks or of any infringing uses of the Marks that could materially affect Your use of the Marks.

Our principal trademark is:

Item 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently own any patents. We have copyrighted and will continue to copyright the Manual and revisions of all Manuals and Handbooks and construction plans loaned to You, and all training materials We provide or sell to You and Your employees. We have not registered any copyrights, but may in the future.

The Manual(s), the contents of each, and certain other information We will provide to You, including certain receipts and annual reports on marketing funds expenditures, if required, are all confidential trade secrets. All information We provide to You or which You develop in the course of performing under the Franchise Agreement which is not generally available to the public and which a competitor might find valuable as trade secrets. If We designate something as a "Trade Secret", You must treat it as a Trade Secret whether or not it would otherwise meet any definition of "Trade Secret". You are responsible for protecting all trade secrets and You cannot transfer them or sell them to anyone at any time. You must require Client Solutions Mangers(s) and other employees who have access to Trade Secrets to comply with Your obligations under the Franchise Agreement to protect Our Trade Secrets.

Item 15. OBLIGATION TO PARTICIPATE IN THE OPERATION OF THE FRANCHISED BUSINESS

You must either devote Your full time and effort to managing and operating the Licensed Business or delegate its management or operation to a responsible person. You must reserve and exercise ultimate authority and responsibility over operation and management of the Licensed Business. If You delegate management and operation to a manager, the manager must first successfully complete Our initial training program within sixty days after assuming the role of manager. If You are a corporation or other entity, each owner must personally guaranty the Agreement and the entity must designate a competent manager. We do not require the designated manager to be an equity owner of the franchised business. You must, at all times, employ at least one Technical Support Team Member. You must require each manager and employee to whom You disclose Our trade secrets to be subject to the trade secrets section of the Franchise Agreement (Franchise Agreement – Article 4). You must require every manager and employee with access to trade secrets to sign a confidentiality agreement and a copy of each executed confidentiality agreement must be sent to Us. The current form of confidentiality agreement is Exhibit I to the Franchise Agreement.

Item 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale only products and services We approve. You must offer commercial technology management services as directed under Our service offerings and under Our Marks and following Our System and of a type, quality and variety consistent with the Launch Pad Franchising image. You must obtain Your supplies and equipment from suppliers We select or approve. You must use only scientific testing laboratories that We select or approve. We have sole discretion in determining what constitutes the Launch Pad Franchising, LLC image. The image is constantly evolving as markets change and evolve. You may not engage in sales through alternative distribution channels or the Internet without Our prior written approval. We are not required to give You such approval.

We may change the System or any part of the System at any time, and as changed it will remain the System. We own any improvements or changes in the System whether We, You or other franchisees develop them and have the right to adopt and perfect such improvements or changes without compensating You. If We modify the System, You must, at Your own expense, adopt and use the modification(s) as if they were part of the System at the time You signed the Agreement. There are no restrictions on Our right to modify the types of goods and services You will offer except that We will remain primarily a seller of commercial technology management services.

The rest of this page has been left blank intentionally

Item 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE REALTIONSHIP

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

.

	Provision	Section in Agreements (A=Franchise Agreement, M=Multi-Unit Franchise Agreement, ADA= Area Development Agreement)	Summary
a.	Term of the Franchise	A:Article 1 M: Article 2 ADA: Article IV	10 years.
b.	Renewal or extension of the term	A: Article 13 M: Not Applicable ADA: Article IV	If You are in good standing and We continue the franchise system in Your area, We may permit You to renew for another term under the then-current agreement, which may be materially different than the agreement We are now offering.
c.	Requirements for You to renew or extend	A: Article 13 M: N/A ADA: Article IV	Be in good standing with Us, sign new agreement, update or replace equipment, retain Premises, give 6-12 months notice and pay a fee of $6500 for a franchise business or $25,000 for an Area Development franchise
d.	Termination by You	A: Article 14 M:Article 5 ADA: Article VI	You may terminate the agreement, only by providing written notice to us before you complete our initial training program
e.	Termination by Franchisor without cause	A: Not Applicable M: Not Applicable ADA: Not Applicable	Not Applicable
f.	Termination by Franchisor with cause	A: Article 14 M: Article 5 ADA: Article VI	We may terminate only for cause. We may, in lieu of terminating Your franchise, terminate Your territorial rights and leave Your franchise in full force and effect; however, terminating Your territorial rights does not limit Our rights thereafter to terminate Your franchise for the same or a different cause.
g.	"Cause" defined--defaults which can be cured	A: Article 14 M: Article 5 ADA: Article VI	You have 72 hours to cure: failure to pay Us or Our affiliate or another The Launch Pad Franchising, LLC franchisee; unauthorized assignment; abandonment (even if unintentional); You become insolvent; failure to pay any taxes before delinquent; sublicensing of Marks; impasse among owners of Franchise; refusal to permit an audit; violation of any law or rule (including any health codes, rules or regulations); conviction of a felony; failure to operate properly using the Marks; unethical or dishonest business dealings; failure to maintain insurance; failure to timely deliver estoppel certificate; or termination of any other agreement between You and Us for cause. You have 30 days to cure any breach of the Agreement for which the Agreement does not specify a shorter period.

	Provision	Section in Agreements (A=Franchise Agreement, M=Multi-Unit Franchise Agreement, ADA= Area Development Agreement)	Summary
h.	"Cause" defined--defaults which cannot be cured	A: Article 14 M: Article 5 ADA: Article VI	Non-curable defaults: repeated defaults, even if cured; You are adjudged bankrupt; assignment for benefit of creditors; abandonment of business; convicted or plead guilty to violating law relating to Licensed Business.
i.	Your obligations on termination/nonrenewal	A: Article 14 M: Article 5 ADA: Article VI	No further use of Marks, telephone numbers, telephone listings, computer software, trade secrets or the Manual; certain notification obligations; payment of sums due to Us; We have option to lease or assume lease for Your Premises; sign document(s) to transfer telephone numbers; continuing royalties on pending sales, if any; and We have option to purchase any part of Your business assets. If We elect to assume Your lease and to operate The Launch Pad Franchising, LLC business from Your Premises, You must cooperate in a changeover procedure, including notifying the landlord of the change of tenant, conducting an inventory, permitting Us to use Your furniture, fixtures and equipment for up to 60 days, and permitting Us to communicate directly with Your employees, vendors and customers in order to facilitate a smooth transition.
j.	Assignment of contract by Franchisor	A: Article 12 M: Not Applicable ADA: Not Applicable	No restriction on Our right to assign except that if Our assignee assumes all of Our obligations to You then We are free of further liability to You.
k.	"Transfer" by You--definition	A: Article 12 M: Not Applicable ADA: Article VII	Includes any assignment, transfer, sale, sublease or encumbrance of the Agreement, the Franchise, the assets of Your business, the Premises, or of any ownership interest in the Franchisee if You are a corporation, partnership or limited liability company or other form of Entity.
l.	Franchisor's approval of transfer by franchisee	A: Article 12 M: Not Applicable ADA: Article VII	Franchisor has the right to approve or disapprove all transfers.

	Provision	Section in Agreements (A=Franchise Agreement, M=Multi-Unit Franchise Agreement, ADA= Area Development Agreement)	Summary
m.	Conditions for Franchisor's approval of transfer	A: Article 12 M: Not Applicable ADA: Article VII	You are current in all fees to Us; You are not in material breach of the Agreement; You have paid all debts of Your business; new Franchisee signs release of claims against Us for representations You made; You sign a mutual termination and release of the Agreement; We receive transfer fee ($10,000 for the franchise business / $ 20% of the purchase price for an Area Development franchise); new Franchisee signs the then-current form of Agreement (except preserving Your financial terms for balance of Your term); new Franchisee qualifies; new Franchisee successfully completes initial training program; new Franchisee obtains rights to Your Premises lease, if applicable; and We receive 30 day right of first refusal. There is no fee to transfer to an entity with identical ownership before initial training has been initialed. The fee to transfer to an entity with identical ownership anytime thereafter is $500 .
n.	Franchisor's right of first refusal to acquire Your business	A: Article 12 M: Not Applicable ADA: Article VII	We may match any offer for Your business.
o.	Franchisor's option to purchase Your business	A: Articles 12 and 14 M: Not Applicable ADA: Article VII	On termination, We may purchase any part of Your business at the fair market value of the tangible personal property purchased.
p.	Your death or disability	A: Article 12 M: Not Applicable ADA: Article VII	Your heirs or personal representative must, within 120 days, either (i) request the right to continue to operate the business, subject to Article 13 of the Agreement except that no transfer fee will be payable, or (ii) sell the Licensed Business to a third party, subject to Article 13 of the Agreement. If We deny a request to continue to operate the business, the 90 days to sell begins on the date of Our denial. The same applies if You become disabled as defined in Article 14 of the Agreement.
q.	Non-competition covenants during the term of the franchise	A: Article 9 M: Not Applicable ADA: Exhibit 3	No involvement in any competing business anywhere.
r.	Non-competition covenants after the franchise is terminated or expires	A: Article 9 M: Not Applicable ADA: Exhibit 3	For 24 months, You must not compete with Us within 20 miles of the boundaries of Your Territory, solicit or divert any of Our customers or vendors or customers or vendors of any other franchisee, disclose any trade secrets, or solicit or hire any of Our employees, former employees or franchisees. For 24 months, You will not be employed by or in business with any person or entity that does any of those things.
s.	Modification of the agreement	A: Article 16 M: Article 10 ADA: XIII	Only by written agreement; We may modify Manual at any time.

	Provision	Section in Agreements (A=Franchise Agreement, M=Multi-Unit Franchise Agreement, ADA= Area Development Agreement)	Summary
t.	Integration/merger clause	Article 16 A: Article 16 M: Article 10 ADA: XIII	Only the terms of the Agreement are binding (subject to state law). Any other promises or agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	A: Article 16 M: Article 10 ADA: XIII	Except for actions for the sole purpose of collecting unpaid monies, including franchise fees, royalties or Marketing Fees or to enforce trademark or trade secret rights and covenants against competition, We will settle all disputes with You by Arbitration, which will only occur after the parties try informally to resolve the dispute and participate in mediation.
v.	Choice of forum	A: Article 16 M: Article 10 ADA: XIII	Litigation or arbitration must be in the state of Florida.
w.	Choice of law	A: Article 16 M: Article 10 ADA: XIII	The law of the state where Your Licensed Business is located applies.

Item 18. PUBLIC FIGURES

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

The rest of this page has been left blank intentionally

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 representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize Our employees or representatives to make any such representations either orally or in writing. If You are purchasing an existing outlet, however, We may provide You with the actual records of that outlet. If You receive any other financial performance information or projections of Your future income, You should report it to the franchisor's management by contacting the Launch Pad Franchising LLC, (11051 Countryway Blvd, Tampa FL 33626 813.448.7100), the Federal Trade Commission, and the appropriate state regulatory agencies.

The rest of this page has been left blank intentionally

Item 20. OUTLETS AND FRANCHISEE INFORMATION

Systemwide Outlet Summary
For years 2009 to 2011

Outlet Type	Year	Outlets at Start of the Year	Outlets at End of the Year	Net Change
Franchised	2011	0	0	0
	2010	0	0	0
	2009	0	0	0
Company-Owned	2011	1	1	0
	2010	1	1	0
	2009	1	1	0
Total Outlets	2011	1	1	0
	2010	1	1	0
	2009	1	1	0

Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2009 to 2011

State	Year	Number of Transfers
All States	2011	0
	2010	0
	2009	0
Totals	2011	0
	2010	0
	2009	0

Status of Franchised Outlets
For years 2009 to 2011

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Required by Franchisor	Ceased Operation – Other Reasons	Outlets at End of Year
All States	2011	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0
Totals	2011	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0

Status of Company-Owned Outlets
For years 2009 to 2011

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reaquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida	2011	1	0	0	0	0	1
	2010	1	0	0	0	0	1
	2009	1	0	0	0	0	1
All Other States	2011	0	0	0	0	0	0
	2010	0	0	0	0	0	0
	2009	0	0	0	0	0	0
Total	2011	1	0	0	0	0	1
	2010	1	0	0	0	0	1
	2009	1	0	0	0	0	1

Projected Openings as Of 4/1/2011

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchise Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AL	0	0	0
AK	0	0	0
AZ	0	0	0
AR	0	0	0
CA	0	0	0
CO	0	0	0
CT	0	0	0
DC	0	0	0
DE	0	0	0
FL	0	0	0
GA	0	0	0
HI	0	0	0
ID	0	0	0
IL	0	1	0
IN	0	0	0
IA	0	0	0
KS	0	0	0
KY	0	0	0
LA	0	0	0
ME	0	0	0
MD	0	0	0
MA	0	0	0
MI	0	0	0
MN	0	0	0
MS	0	0	0
MO	0	0	0
MT	0	0	0
NE	0	0	0
NV	0	1	0
NH	0	0	0
NJ	0	0	0
NM	0	0	0
NY	0	1	0
NC	0	0	0
ND	0	0	0
OH	0	0	0
OK	0	0	0
OR	0	0	0
PA	0	0	0
RI	0	0	0
SC	0	0	0
SD	0	0	0
TN	0	0	0
TX	0	1	0
UT	0	0	0
VA	0	1	0
VT	0	0	0
WA	0	0	0

WV	0	0	0
WI	0	0	0
WY	0	0	0
TOTAL	0	5	0

Item 21. FINANCIAL STATEMENTS

The Launch Pad Franchising, LLC has not been in business for three years or more, and, thus, cannot include all the financial statements required of a longer tenured company, including the company's balance sheet for the previous two fiscal year-ends nor statements of operations, stockholders equity, and cash flows for each of the company's previous three fiscal years.

Exhibit A contains Our Financial Statements dated June 8, 2011for the period then ending. Our fiscal year ends on December 31.

Item 22. CONTRACTS

We urge You to read all of the contracts and agreements carefully. This Franchise Disclosure Document cannot possibly contain all of the terms of the various agreements. It is important that You understand all of those terms. We have attached the following contracts and agreements:

Exhibit B - Franchise Agreement

Exhibit J - Multi-Unit Agreement

Exhibit K - Area Developer Agreement

Item 23. RECEIPT

A receipt for this Franchise Disclosure Document is attached at the end of this document (Exhibit L). You must remove one copy, sign it and return it to Us.

FRANCHISE DISCLOSURE DOCUMENT

EXHIBITS

Exhibit A – Financial Statements

THE LAUNCH PAD FRANCHISING, LLC
(A Development Stage Company)

FINANCIAL STATEMENT

JUNE 1, 2011

INDEPENDENT ACCOUNTANTS' REPORT

To the Members of
The Launch Pad Franchising, LLC

We have reviewed the accompanying balance sheet of The Launch Pad Franchising, LLC (a development stage company) (the "Company") as of June 1, 2011, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in this financial statement is the representation of the management of the Company.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statement in order for them to be in conformity with generally accepted accounting principles.

Accell Audit & Compliance, PA

Tampa, Florida
June 8, 2011

THE LAUNCH PAD FRANCHISING, LLC
(A Development Stage Company)
BALANCE SHEET
JUNE 1, 2011

ASSETS		
CURRENT ASSETS		
Cash	$	50,000
Prepaid expenses		424
Total current assets		50,424
Fixed assets		32,757
Intangible assets		9,324
Other assets		2,415
Total assets	$	94,920
MEMBERS' EQUITY		
Members' equity	$	94,920

THE LAUNCH PAD FRANCHISING, LLC
(A Development Stage Company)
NOTES TO THE FINANCIAL STATEMENT
JUNE 1, 2011

NOTE 1 NATURE OF ORGANIZATION

The Launch Pad Franchising, LLC, (a development stage company) (the "Company") was incorporated under the laws of the State of Florida as a limited liability company on April 20, 2011. The Company was organized for the purpose of selling and supporting technology franchises.

The Company placed assets into operation and commenced operations on June 1, 2011; therefore, no revenue was generated as of the date of the accompanying balance sheet.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The financial statement has been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates
The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statement. Actual results could differ from those estimates.

Fixed Assets
Fixed assets are stated at cost, less accumulated depreciation. Property and equipment will be depreciated based on the straight-line method over the estimated useful lives of the assets. Useful lives of assets are as follows:

Asset Class	Useful Life
Equipment	7 years
Furniture and fixtures	10 years
Software	3 years

The cost of maintenance and repairs, which does not improve or extend the useful life of the respective asset, is charged to earnings as incurred, whereas significant improvements are capitalized.

Intangible Assets
Intangible assets consist of the website, online university, and a purchased marketing database. These assets have been capitalized and will be amortized based on the straight-line method over the estimated 3 to 5 year lives of the assets.

Impairment of Long-Live Assets

In accordance with FASB ASC 360, *Long Lived Assets*, assets such as property and equipment and intangibles, are reviewed for impairment at least annually, or whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If this review reveals an indicator of impairment, as determined based on estimated undiscounted cash flows, the carrying amounts of the related long-lived assets are adjusted to fair value. Management has determined there has been no impairment in the carrying value of its long-lived assets at June 1, 2011.

Income Taxes

The Company was formed as a limited liability company and is taxed as a partnership for federal income tax purposes. Accordingly, the financial statements do not include a provision for federal income taxes. The Company's earnings and losses will be included in the members' personal tax returns and the income tax thereon, if any, will be paid by the members. Management has evaluated tax positions in accordance with FASB ASC 740, *Income Taxes*, and has not identified any tax positions, other than electing to be taxed as a pass through entity, that require disclosure.

Subsequent Events

In accordance with FASB ASC 855, *Subsequent Events*, the Company evaluated subsequent events through June 8, 2011; the date the financial statements were available for issue.

NOTE 3 FIXED ASSETS

Fixed assets consisted of the following at June 1, 2011:

Equipment	$	16,627
Furniture and fixtures		8,030
Software		8,100
		32,757
Less: Accumulated depreciation		-
	$	32,757

There was no accumulated depreciation recorded as of June 1, 2011.

INDEPENDENT ACCOUNTANTS' REPORT

To Whom It May Concern:

We consent to the use in the Franchise Disclosure Document dated June 8, 2011, to be distributed by The Launch Pad Franchising, LLC, of our review report dated June 8, 2011 relating to the The Launch Pad Franchising, LLC (a development stage company) reviewed financial statement as of June 1, 2011.

Accell Audit & Compliance, PA

Tampa, Florida
June 8, 2011

4868 West Gandy Boulevard • Tampa, Florida 33611 • 813.440.6380

Exhibit B – Franchise Agreement

FRANCHISE AGREEMENT

between

The Launch Pad Franchising, LLC

a Florida Corporation

D/B/A/, The Launch Pad

and

_____

Date: _____

Unit Number: _____

TABLE OF CONTENTS

ARTICLE 1. GRANT OF FRANCHISE RIGHTS 2

1.1 Our Beliefs, Core Expectations, and Grant of License 2

1.2 Term of Agreement 3

1.3 Territory 3

ARTICLE 2. SITE SELECTION AND FRANCHISE DEVELOPMENT 4

2.1 Site Selection Procedures 4

2.2 Lease and Purchase Approval 4

2.3 Furniture, Equipment and Permits 5

2.4 Relocation 5

ARTICLE 3. OPERATIONS 5

3.1 Commencing Operations 5

3.2 Telephones, Internet and Electronic Mail 6

3.3 Business Hours of Operation 7

ARTICLE 4. TRAINING, ASSISTANCE AND START-UP MATERIALS 7

4.1 Initial Training Program 7

4.2 Employee Hiring and Training 7

4.3 Additional Programs 8

4.4 Online and On-Site Remedial Training 8

4.5 Continuing Obligations 8

4.6 RevITup Business Care Managed Services Series 9

4.7 Confidential Operations Manuals 9

4.8 Start-Up Business Package 9

4.9 Computer System 9

4.10 The RevITup Professional Services Management Suite 10

ARTICLE 5. FEES AND DEPOSITS 10

5.1 Initial Fees 10

5.2 Royalty Fee 10

5.3 Marketing Development Fund Contributions 12

5.4 Late Report Fee and Default Interest 12

5.5 Consumer Price Index 13
5.6 Client Financing Fees 13
ARTICLE 6. PROPRIETARY MARKS 13
6.1 Ownership and Right to Use 13
6.2 Covenants of Franchisee 13
6.3 Limitations on Franchisee's Use of Marks 14
6.4 Non-Exclusive License of Marks 14
6.5 Notification of Infringement and Claims 14
ARTICLE 7. TRADE SECRETS AND PROPRIETARY INFORMATION 14
7.1 Ownership and Use 14
7.2 Confidentiality Agreement 15
ARTICLE 8. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION 15
8.1 Relationship of the Parties 15
8.2 Indemnification of Franchisor 15
8.3 Indemnification of Franchisee 16
8.4 Survival 16
ARTICLE 9. OPERATING STANDARDS AND YOUR DUTIES 16
9.1 General Operating Standards and Compliance with Operations Manuals 16
9.2 Authorized Products and Services 16
9.3 Customer Training Guides 16
9.4 Guarantee, Warranty and Incentive Programs 17
9.5 Credit Card Merchant Account 17
9.6 Specifications and Standards for Supplies; Approved Suppliers 17
9.7 Compliance with Legal Requirements and Good Business Practices 17
9.8 Maintenance of Insurance 18
9.9 Management of the Franchised Business 19
9.10 Vehicles 19
9.11 Conflicting and Competing Interests 19
9.12 Inspections by Franchisor 20
9.13 Shareholders' Guaranty 20
9.14 Ownership Reports 20
ARTICLE 10. ADVERTISING AND PROMOTION 20
10.1 Advertising by Franchisor 20

10.2 Advertising by Franchisee 21
10.3 Internet Advertising and Email 22
ARTICLE 11. ACCOUNTING PROCEDURES AND REPORTS 23
11.1 Maintenance of Records 23
11.2 Reports to Franchisor 23
11.3 Financial Statements 23
11.4 Audit by Franchisor 24
11.5 Ownership Information 24
11.6 Debts and Taxes 24
ARTICLE 12. TRANSFERABILITY OF INTEREST 25
12.1 Assignment by Franchisor 25
12.2 Assignment by Franchisee 25
12.3 Franchisor's Right of First Refusal 26
12.4 Transfer to Controlled Corporation or Limited Liability Company 27
12.5 Transfer on Death or Disability of Franchisee 28
12.6 Subfranchising 29
ARTICLE 13. RENEWAL OF FRANCHISE 29
ARTICLE 14. DEFAULT AND TERMINATION 30
14.1 Automatic Termination 30
14.2 Termination Upon Written Notice 30
14.3 Termination Upon Written Notice and Failure to Cure Default 31
14.4 Effect of Termination or Expiration 31
14.5 Covenant Not to Compete 33
14.6 Continuing Obligations 33
14.7 Right to Use 34
14.8 Remedies 34
ARTICLE 15. NOTICES AND PAYMENT 34
ARTICLE 16. CONSTRUCTION AND ENFORCEMENT 34
16.1 Governing Law 34
16.2 Severability and Substitution of Provisions 34
16.3 Waiver of Obligations 35
16.4 Franchisee May Not Withhold Payments 36
16.5 Dispute Resolution 36

16.6 Remedies Are Cumulative 38
16.7 Attorneys' Fees and Costs 38
16.8 Binding Effect; Modification 38
16.9 Acknowledgments 38
16.10 Rules of Construction 39
16.11 Terminology 40
16.12 Counterparts 40
16.13 Offerings 40
16.14 Time 40

EXHIBITS

A. TERRITORY AND DECLARATIONS 43
B. FRANCHISEE OWNERSHIP AND MANAGEMENT INFORMATION 44
C. PERSONAL GUARANTEE 46
D. COLLATERAL ASSIGNMENT OF LEASE 47
E. CONSENT AND ASSIGNMENT OF LESSOR 48
F. CONTROL PERSON ADDENDUM 51
G. NON-DISCLOSURE AND NON-COMPETITION AGREEMENT 52
H. ACKNOWLEDGEMENT ADDENDUM TO THE LAUNCH PAD FRANCHISING, LLC FRANCHISE AGREEMENT 55

The Launch Pad Franchising, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of this _____day of_____20____, by and between The Launch Pad Franchising, LLC, a Florida corporation, (the "Franchisor") with existing principal offices at 18530 N Dale Mabry Highway, Lutz, Florida 33548 and_____(the "Franchisee") whose principal address is _____.
To simplify the language in this Agreement, the terms "We," "Us," "Our," and the like, may be used to refer to the Franchisor, and the terms "You," "Your", and the like, may be used to refer to the Franchisee.

RECITALS
This Agreement is entered into with reference to the following facts and circumstances:

A. The Franchisor, as the result of the expending of time, effort and money, has developed a distinctive system relating to the establishment, operation and promotion of computer support and training franchises ("The Launch Pad Businesses" and "The Launch Pad Franchises"), offering a wide variety of outsourced Information Technology services along with alliance partner product and service offerings primarily to small and medium-sized businesses (SMBs) (the "System").

B. Franchisor is the sole and exclusive owner of all proprietary and other rights and interests in and to the trade names, trademarks and/or service marks in connection with the System, including but not limited to "The Launch Pad® ", “RevITup®”, “Business Care (various packages)”, “Business Continuity” (the "Marks"), and all other variations, likenesses together with signs, emblems, insignia, color schemes and all other phrases associated with, or as part of The Launch Pad System; and all confidential and proprietary instruction materials, proprietary software, and other information contained in its publications, memos and bulletins; and referenced in the confidential Franchisor’s “Operations Manual” referred to in Section 4.5 below as being available for use by franchisees in the System.

C. We are engaged in the business of licensing to independently owned businesses the right to use the Marks in connection with the operation and promotion of the System.

D. You understand the importance of Our high standards of quality, appearance and service to the value of the System, and the need to operate in conformity with Our standards and specifications.

E. You are aware of the distinctive and valuable significance to the public of the Marks, and You desire to become part of The Launch Pad System and acquire a non-exclusive license to use the Marks and to receive the other benefits of the System in connection with the operation of one or more The Launch Pad Businesses, and We are willing to grant such a license to You on the terms and conditions set forth herein.

F. You agree not to use the marks in any space (physical or virtual) without prior approval of The Launch Pad Franchising, LLC.

AGREEMENT

The parties hereby agree as follows:

ARTICLE 1. GRANT OF FRANCHISE RIGHTS

1.1 Our Beliefs, Core Expectations, and Grant of License

A. Our Beliefs

You understand and agree that the values described below constitute "Our Beliefs" in The Launch Pad System, and that conducting business according to these fundamental values is key not only to The Launch Pad's and Your success, but also to the success of all other franchisees in The Launch Pad network. "Our Beliefs" are as follows:

We Believe:

We believe that entrepreneurship has the greatest potential to make the world a better place. No other idea has such a rich combination of personal development, personal accountability, and economic self-sufficiency. RevITup Enterprises, LLC was founded in 1992 with the vision of enabling small businesses across the country to use technology to more effectively grow, manage and protect their business. Our core values come from a commitment to excellence, to building sustained prosperity for Our team and Our business and a devotion to continual improvement as a service provider to businesses. Our purpose is to enrich the world We live in by bringing technology solutions to businesses like Our own and by spreading the spirit, principles, and values of entrepreneurship and personal development to everyone We come in contact with.

These values form the very essence, of this Agreement and form the cornerstone of The Launch Pad franchise program. You acknowledge that the operation of Your business under this Agreement will affect directly both the IT service experiences of The Launch Pad clients and their overall perception and acceptance of The Launch Pad System, The Launch Pad trademarks, and the members of The Launch Pad network of businesses. Accordingly, You shall operate Your business in a manner consistent with the values contained in Our Beliefs.

The Launch Pad represents and You acknowledge and agree that (1) The Launch Pad Franchising Program and The Launch Pad services are integral parts of a highly interrelated System, and (2) the successful operation of each The Launch Pad business is critical to The Launch Pad's overall business objectives and plans.

B. Core Expectations

The Launch Pad is committed to the success and fulfillment of the highest expectations of Our franchisees. At every level Our organization is driven to enhance the value of the information We provide and improve the quality of the franchisee support We offer. A healthy franchised network of owners takes a similar commitment from each of its franchisees to enhance its own performance in the operation of each franchised business. We therefore have adopted the following Core Expectations for each franchisee in The Launch Pad network:

1) Each franchisee shall follow as carefully and as completely as possible The Launch Pad business operations guidelines that are such an important part of the franchised business granted to Franchisee;

2) Each franchisee shall aggressively market its business, employ at least one (1) Technology Services Sales Manager, and implement and execute all aspects of the sales and marketing system. To that end, each franchisee must formalize, document and submit an acceptable plan of marketing to Us within 30 days after on-site new owner training, submitting periodic updates to Us as required; must spend sufficient sums on promotion and advertising; must use Our The Launch Pad alliance partners; and participate in Our national accounts program and projects where feasible; and
3) Each franchised business shall meet such performance goals and minimums as are adopted in The Launch Pad System. Monetary achievement levels are determined for the second and third years of operations, and provided to each franchisee in writing.

If, in Our judgment, Your business does not meet any of these Core Expectations, The Launch Pad shall call for a Territory Review and Improvement Program. Your participation and cooperation in this program is mandatory. The process is a multi-step program by which The Launch Pad provides intense, individually tailored counseling and assistance, additional training, and coaching in the successful operation of a The Launch Pad business. A Territory Review and Improvement Program generally is in effect for up to four months. During this period, You agree to cooperate and follow recommendations, including recommendations for the reasonable expenditure of money on advertising and promotion, and to incur the expense of any recommended training.

C. Grant of License
For the term specified below, and subject to Your compliance with the provisions of this Agreement, We hereby grant to You the non-exclusive right and license to use the Marks and to receive the other benefits of the System as provided in this Agreement, in connection with the operation of one (1) The Launch Pad Franchise devoted exclusively to offering a wide variety of outsourced Information Technology services along with alliance partner product and service offerings primarily to small and medium-sized businesses (SMBs) (the "Franchised Business"). The Franchisor retains all rights not expressly granted to the Franchisee herein and expressly retains ownership of all customers and customer data generated in Franchisee's business operations.

1.2 Term of Agreement
The term of this Agreement shall commence on the date of this Agreement and shall terminate on the tenth (10^{th}) anniversary of the date We sign this Agreement (the "Term"), unless terminated earlier in accordance with Article 14 or any other provisions of this Agreement, or renewed in accordance with Article 13 of this Agreement.

1.3 Territory
You are granted the right to operate one (1) The Launch Pad Franchise only in the Territory described in Exhibit 1 of this Agreement by a map, or by a written description, or both (the "Territory"), and only at a location that We approve pursuant to Sections 2.1 and 2.2 below (the "Site"). In addition:

(a) We may authorize or establish another franchise that will be permitted to use The Launch Pad name and Marks at any location, anywhere, with the exception of any location within Your Territory;
(b) We may establish a company-owned The Launch Pad Business using Our name and Marks at any location anywhere, with the exception of any location within Your Territory;

(c) We may establish other company-owned businesses or franchises selling any type of product or service, except onsite Information Technology solutions, customized training and computer support services to both the business and residential markets;
(d) We may sell products or services in Your Territory, via electronic commerce (the Internet) or by other means, that are related to, but not the same as, the products and services that You will offer for sale in Your Franchise, and We will have no obligation to compensate You in any way for the sale, if any, of these related products or services;
(e) Other The Launch Pad franchisees may make sales within Your Territory, but only through a referral, or as described in 1.3(d) above, and We have no duty to protect You from any such sales;
(f) You may make sales in another franchisee's Territory, but only through a referral. Our referral policy is described in Our Manuals;
(g) You will compete with other The Launch Pad Businesses that now are, or that in the future may be, located near or adjacent to Your Territory, and such The Launch Pad Businesses may be owned by Us, by an affiliate of ours, by third parties or a combination of those mentioned;
(h) You may only engage as clients with companies with a minimum of ten (10) employees and a minimum of ten (10) workstations. Businesses within Your territory with fewer than ten (10) employees and ten (10) workstations at the time of Your engagement as a client may only be engaged as clients for Your service as The Launch Pad business with written approval from Us;
(i) You may only engage businesses with fewer than two hundred and fifty (250) total employees and two hundred and fifty (250) total workstations. Businesses with more than two hundred fifty (250) employees and two hundred fifty (250) workstations at the time of Your engagement as a client must be referred to Us to engage as a client. You will receive compensation at Our discretion for this referral if the business becomes a client of The Launch Pad due to this referral; and
(j) Potential client businesses with multiple locations must be referred to Us unless You will be providing services only to the locations of that business within Your territory and those locations have fewer than two hundred and fifty (250) employees and two hundred and fifty **(**250) workstations. All other businesses within Your territory with multiple locations, some of which are outside Your territory, must be referred to Us. You will receive compensation at Our discretion for this referral if the business becomes a client of The Launch Pad due to this referral.

ARTICLE 2. SITE SELECTION AND FRANCHISE DEVELOPMENT

2.1 Site Selection Procedures

You must operate Your The Launch Pad business in a suitable leased office space. We have no obligation to help You locate such space or help You in negotiating the lease. We have no requirements with regard to type of space, square footage, or office layout, except as described below.

2.2 Lease and Purchase Approval

If You intend to lease the Site for Your The Launch Pad Business, the lease will be subject to Our prior approval, and You must provide Us with a copy of the proposed lease and details relating to square footage, rental per square foot, the term of the lease, and such other terms as We reasonably require at least ten (10) days prior to executing the lease. Each such proposed lease must contain the provisions

set forth in Exhibits D and E attached to this Agreement, and must specifically state that We are a third party beneficiary of the lease. If We cure any default by You under the lease, any amounts that We pay to cure the default will be payable by You to Us on demand together with interest thereon at the rate of one (1%) percent per month from the date We make such payment, or, if less, at the maximum rate that does not violate applicable state usury laws (the "Default Rate").

Although We do not recommend that You purchase the Site for Your The Launch Pad Business, if You intend to do so, the terms of such purchase shall be subject to Our prior approval, and You must provide Us with a copy of the purchase agreement and details relating to square footage, price per square foot and such other terms as We reasonably require at least ten (10) days prior to executing the purchase agreement.

You acknowledge and understand that Our approval of any specific location, lease or purchase agreement does not in any way guarantee or ensure its success or profitability or its conformity to applicable laws, and such approvals are for Our own benefit only.

2.3 Furniture, Equipment and Permits

You must, at Your own cost, furnish and equip Your The Launch Pad Franchise office. We will provide You with a list of recommended and required office equipment and supplies. You will be responsible for the cost of obtaining all necessary permits and licenses, if any, and You must, at Your expense, comply with all laws, zoning ordinances, rules and regulations of any government agencies that may be applicable to opening Your business.

2.4 Relocation

You may relocate Your Franchise to another place within Your Territory. A relocation can only occur with Our prior written consent.

ARTICLE 3. OPERATIONS

3.1 Commencing Operations

You must be prepared to provide computer support and training services within thirty (30) days after You graduate from the Initial Training Program, unless We extend this time period in writing. You shall complete the Initial Training Program for Your The Launch Pad Business within three (3) months after You sign this Franchise Agreement. You acknowledge and agree that Your obligations set forth in this Agreement and the Operations Manual are reasonable and necessary for the operation of the Agency and to maintain uniformity throughout the Launch Pad System. You must adhere to the standards and specifications set forth in this Agreement and the Operations Manual and any revisions or amendments to same. You must use signs, furnishings, supplies, fixtures, equipment and inventory, and marketing, insurance and payroll services, which comply with Your then-current standards and specifications (including, without limitation, standards and specifications for products, services, equipment, furnishings, advertising materials, fixtures and sign age) which We establish from time to time. We have the right to change Franchisor's standards and specifications. Franchisee acknowledges that Franchisee may incur an increased cost to comply with such changes at Franchisee's expense.

You acknowledge that before starting operations You must, at Your own expense, do the following (in addition to any other requirements set forth in this Agreement):

(a) Complete the Initial Training Program described in Section 4.1 of this Agreement;
(b) Purchase, lease or otherwise acquire all the supplies, equipment, fixtures, furnishings and all other items necessary to operate the Franchised Business as described in the confidential Operations Manuals or in this Agreement;
(c) Obtain general liability insurance, automobile liability coverage, and other insurance as We may require in accordance with the requirements described in Section 9.8 of this Agreement and provide to Us evidence that such insurance has been obtained;
(d) Prior to opening and operating the Franchised Business, and at all times during the conduct of the Business, You are required to have on staff minimum of one (1) full time Technology Services Sales Manager and one (1) full time Client Solutions Manager both of whom have completed the required certifications described in the Manual and have completed the required training to provide sales, installation, maintenance and consultative services for the RevITup Business Care series of products as dictated by the position. One of these positions may be fulfilled by the Franchise owner;
(e) Prior to opening the Business, You must establish a bank account for The Launch Pad business that will allow electronic transfer of funds with Franchisor's account and shall execute all documents necessary to set up preauthorized transfers; and
(f) Prior to opening, You must notify Us that You have satisfied all requirements to begin operations, and provide Us with such documents as We may reasonably request that show Your compliance with all such requirements. Upon receipt of Our acknowledgment that such requirements have been satisfied, You will have five (5) days to begin operations of Your The Launch Pad Business. If You do not begin operations of Your The Launch Pad Business before the expiration of the three (3) month period, then We may terminate this Agreement by giving You written notice to that effect. We will have-no obligation to refund to You all or any part of the Initial Fees in the event of such a termination.

3.2 Telephones, Internet and Electronic Mail

You must at all times maintain a separate business telephone line for the exclusive use of Your Franchise.

You must install and maintain a high-speed broadband internet connection in accordance with Our specifications, and permit Us direct access to such information on Your computer(s) as We may require to assist You in managing Your Business. We must have this access at such times and in such manner as We may specify. You must regularly submit to Us Your client database in a form We shall prescribe in the Manuals. We shall own all such customer and Franchisee data, and may use them for any marketing or business purpose.

We may specify the use of an Internet-based telephone system (known as VoIP for "Voice Over Internet Protocol", and also known as IP Telephony, Internet telephony, and Digital Phone) during the term of this Agreement and reserve the right to require You to install such a telephone system for use in Your The Launch Pad office.

Before You open for business, You must subscribe to a Broadband Internet service provider (ISP) activated at your place of business and operating under the technology of cable, DSL, FIOS, T1 or Satellite.

3.3 Business Hours of Operation

The normal hours of operation shall be from 8:00 a.m. to 6:00 p.m., local time, every week day, subject to seasonal adjustments; however, the Franchisor, in its sole discretion may, from time to time specify different hours of operation. You may request different hours for good cause. The dates and hours of operation may not be the same for all Licensed Businesses or all franchisees, even in the same general area, because of local conditions. Franchisees shall have not less than ten (10) business days to adjust to any increase in the minimum hours required by Franchisor for the Franchisee's location. In order to satisfy client demands for IT services, after-hours support will be required to be provided by the Franchisee.

ARTICLE 4. TRAINING, ASSISTANCE AND START-UP MATERIALS

4.1 Initial Training Program

We will provide You and up to one (1) of Your employees (i.e., two (2) natural persons), at Our sole cost, with an Initial Training Program designed to inform the participants on the fundamentals of operating the Franchised Business. At least one (1) person must attend the Initial Training Program, which includes completion of Our online training. If You are a corporation, a partnership or a limited liability company, one of those people must be a principal owner. If You want to have more than two (2) people attend the Initial Training Program, You must pay an Additional Training Fee at the current rate specified in the manual at the time of the training for each such person.

If You or Your principal owners will not be directly involved in the supervision of the Franchise, You must employ a designated manager who also has completed the Initial Training Program to Our satisfaction, and has received Our Certification.

You are responsible for Your travel expenses, room and board during any training, and those expenses incurred by any of Your employees who attend the Initial Training Program. The Initial Training Program is mandatory, and will be held on an as-needed basis and for the duration We designate. The Initial Training Program will be held in Oldsmar, FL, or at other certified training centers within the US that We will designate. You must complete the Program to Our satisfaction before You may commence operation of Your The Launch Pad Business. You agree that adequate knowledge regarding the operation of the Franchised Business is essential to the success of Your The Launch Pad Franchise and to the promotion of the System. We will determine, at Our sole discretion, whether You, or any of Your employees attending the program, have successfully completed training.

4.2 Employee Hiring and Training

You agree to penetrate Your market through the hiring of employees (and not independent contractors) that will assist You in providing onsite Information Technology solutions, customized training and computer support services in Your Territory. Within Your first 3 months of operation, We recommend that You plan to have a total of approximately five (5) to ten (10) employees; and We require that You employ at least one (1) Technology Services Sales Manager. You acknowledge that the employees of Your The Launch Pad Franchise are an integral and important part of the Franchised Business, as they will have substantial contact with customers.

All employees who will be providing Our onsite Information Technology solutions, customized training and/or computer support services must satisfactorily complete the Initial Training Program for employees, and receive Certification at one of Our Certified Training Centers or via Our Online Learning University called RevITup University.

You are responsible for the hiring, terms of employment and compensation of Your employees, for their compliance with the Operations Manuals, and for their costs in attending the training program. As new employees are hired, You agree to ensure that they attend and successfully complete any and all required training programs and receive the necessary certification. We reserve the right to assess a reasonable Certification Fee to cover Our costs of providing the certification training described in this Section 4.2.

4.3 Additional Programs

Ongoing training and certification will be provided by RevITup University, Our online Learning Management System. Additional training may be provided through webinars, seminars and at Our corporate training facilities as We deem necessary to ensure the success of the franchisee.
We may, in the future, require You and Your employees who are trainers to participate in additional Certification or Re-Certification training programs, or other programs to learn about new products or services and other appropriate subjects. Such programs may include Internet-based conferences, interactive and other computer-based programs, local and regional meetings and annual conventions. We reserve the right to charge You a nominal fee to attend these programs. These programs will be held at locations within the United States that We will specify.

You are required to pay the cost of transportation, food, lodging and other personal expenses of Your attendance and those of Your personnel at any of these additional programs.

4.4 Online and On-Site Remedial Training

Upon Your reasonable request, and subject to the availability of Our personnel, We will provide either online or on-site remedial training to You. You will be charged the then-current per diem fee or hourly online charge for the services of Our trained representative, plus their costs of travel, lodging, meals and wages.

4.5 Continuing Obligations

You shall receive subsequent to opening your business a series of SuccessMetrix services to include the following:

(a) Telephone support for business operations and periodic consulting from our Franchise Solutions Team;

(b) Templated marketing materials and managed, automated marketing campaigns delivered by The Launch Pad's corporate marketing team;

(c) Monthly client newsletter;

(d) Ongoing industry advice, training and information on products and services relevant to our technology services offering;

(e) Marketing collateral for RevITup Business Care Managed Services Series as referenced in 4.6;

(f) Ongoing access to our training materials and RevITup U, our online eLearning system; and

(g) Access to training and enhancements associated with our The RevITup Professional Services Management Suite as referenced in 4.10.

4.6 RevITup Business Care Managed Services Series

You shall use a Franchisor-approved form contract agreement in selling the RevITup Business Care Managed Services to your customers. You do not have the authority to modify the agreement service terms for the RevITup Business Care. You may not create your own service levels or contract, without specific written approval of Franchisor. Franchisee may bundle additional services and products but must report sales of RevITup Business Care services separately in its Gross Sales. In order to maintain the integrity, reliability and consistency of the RevITup Business Care services, You must purchase all remote monitoring agents from the Franchisor, and said agents are the sole remote monitoring agents permitted to be installed by You on the customer systems.

4.7 Confidential Operations Manuals

To protect the reputation and goodwill of the System and to maintain the consistent standards of operation under the Marks, You must conduct the Franchised Business in accordance with Our Operations Manuals that, because these may be revised, amended, restated or supplemented from time to time, are incorporated herein by reference (the "Manuals"). The Manuals include all electronic and printed media and online learning systems not limited to communications, written directives in print, video and audio tape.

You will at all times treat as confidential and will not at any time copy, duplicate, record, or otherwise make available to any unauthorized person any portion of the Manuals. The Manuals will at all times remain Our sole property.

We will charge a fee of Five Hundred Dollars ($500.00) for any replacement Manual, videotape, diskette or disk that You request.

So that You may benefit from new knowledge gained by Us as to improved techniques in the operation of the System, We may from time to time revise, amend, restate or supplement the contents of the Manuals. No revision, amendment, restatement or supplementation will alter Your fundamental status under this Agreement, however. All revisions amendments, restatements and supplements will be in writing and will be deemed to be received by You as provided in the notice provisions of Article 15 of this Agreement.

You will at all times ensure that Your copies of the Manuals are kept up-to-date. In the event of a dispute regarding the contents of the Manuals, the master copies maintained by Us at Our principal office will be controlling. You agree to incorporate and implement any improvements to the System as reasonably required by Us, which improvements will be reflected in amendments and supplements to the Manuals.

4.8 Start-Up Business Package

Before You open for business, We will provide for You at no additional cost a start-up package of business materials including an initial order of business cards for two employees, invoices, letterhead and a marketing package that includes brochures and other marketing materials. We also will provide You with a prototypical initial marketing plan.

4.9 Computer System

You will be required to acquire and to use a network computer system during the operation of the Franchised Business. The recommended and required components of this system are identified in the Manuals. You will be required to maintain the Computer System in good working order at all times, and to upgrade or update the Computer System during the term of this Agreement as We may require from time to time. It will be Your responsibility to enter into contracts for the maintenance, support, upgrades and updates to the Computer System.

4.10 The RevITup Professional Services Management Suite

The RevITup Professional Services Management Suite is the technology system we have designed to support The Launch Pad franchisees with their business operations. It includes a service management and ticketing system, a remote monitoring system, a quoting system, a financial management system, a customer relationship management system and a scheduling and dispatching tool set. We reserve the right to develop customized software configuration and software upgrades and identify third-party tools and project management services for use in connection with the System. You agree to use only the software approved by Us in the operation of all aspects of the business operations. You may not use any other software without Our prior written consent. We reserve the right to withdraw any such written consent at any time. At Our request, You must enter into a software license agreement with Us or a third-party supplier in such form as We may prescribe, for the license of certain proprietary software that We may provide or designate for the operation of Your Franchise. We may also make available to You any enhancements or replacements to the software that are developed. We reserve the right to charge a reasonable fee for these enhancements; and You agree to pay the subscription fees or other software charges of third-party suppliers.

ARTICLE 5. FEES AND DEPOSITS

You agree to pay Us Initial Fees in the amount of sixty nine thousand nine hundred and fifty dollars ($69,950) upon Your execution of this Agreement, in accordance with the following provisions:

5.1 Initial Fees

The Initial Fees ("Initial Fees") are as follows:

(a) The Franchise Fee is sixty nine thousand nine hundred and five hundred dollars ($69,950). The Franchise Fee will be due and payable by You to Us upon Your signing this Agreement. You and We agree that Our grant of the Franchise and Your payment of the Initial Fees provided for in this Section 5.1 do not give You any rights with respect to other franchises, if any, as We in Our sole discretion may elect to make available in the future;

(b) The Franchise Fee includes a geographic territory comprised of whole contiguous US Postal Zip Codes (the "Territory") with a minimum of 5000 Small Business Establishments (SBEs) which meet Our then current criteria for business size. In the event that there are more than 5000 SBEs in the geographic Territory, an Expanded Territory Fee will apply;

(c) The Expanded Territory Fee is ten dollars ($10.00) for each SBE in excess of 5000 SBEs within the Territory. For example, a Territory containing 5501 SBEs would be five thousand one hundred ($5,100.00) dollars ($10.00 multiplied by 501); and

(d) We may, at Our sole discretion, return the Initial Fees (less any out-of-pocket expenses that We have incurred) to You if You do not make satisfactory progress in initial training. There will be no refund of the Initial Fees under any other circumstances. All Initial Fees must be paid in full prior to commencement of the Initial Training Program.

5.2 Royalty Fee

You will pay Us a monthly royalty fee of seven percent (7%) of Gross Professional Services revenue ("GPS") or the Minimum Monthly Royalty, whichever is the greater amount.

The term "GPS" means all revenue from all professional services provided by Your The Launch Pad business, and includes consulting services, technical support, training, recurring services, services net-

of-costs in conjunction with alliance partners, and other services offered by Your The Launch Pad business. "GPS" does not include commissions paid by alliance partners or profits made on the margins of hardware or software sales. Royalties will be drafted monthly from Your business bank account. Monthly Royalty Fees are to be paid based on the following schedule:

(a) No Royalty Fee is due for the first thirty (30) days ("Month One") following the date that You complete the initial The Launch Pad Franchise training ("The Opening Date") provided You have met Our minimal standards of performance for qualified and fully executed marketing efforts; then
(b) Seven percent (7%) of GPS or the Minimum Monthly Royalty fee of $500 per month, whichever is the greater amount, for each of the following eleven (11) months, ("Months Two through Twelve"). (As an example: Initial franchisee training is completed on January 16, the "Opening Date" occurs on January 16. February is Month One, March is Month Two, and April is Month Three. The Royalties for the calendar month of March and April will be collected as described in the Policies and Procedures Manual) provided You have met Our minimal standards of performance for qualified and fully executed marketing efforts; then
(c) Seven percent (7%) of GPS or the Minimum Monthly Royalty fee of $700 per month, whichever is the greater amount, for each of the following twelve (12) months ("Months Thirteen through Twenty-Four"); then
(d) Seven percent (7%) of GPS or the Minimum Monthly Royalty fee of $900 per month, whichever is the greater amount, thereafter for each month remaining in the Franchise Agreement.

We reserve the right to raise any and all of these Minimum Royalty Fee amounts, but in no event will any increase exceed increases in the Consumer's Price Index (the "CPI"). (See Section 5.5 below). We shall promptly notify You at the beginning of each year of any adjustment to the Royalty Fee levels.

The Royalty Fees shall be due and payable monthly as described in the Policies and Procedures Manual. You agree that We will have the right to withdraw funds each month by electronic funds transfer (EFT) from Your designated bank account to Our bank. You must sign and deliver to Us such documents and authorizations as may be required by Your bank and Our bank to accomplish such EFT transactions. If any EFT is not honored by Your bank for any reason, You will be responsible for that payment, plus a service charge applied by Us and the bank, if any. You must at all times maintain a minimum balance of One Thousand Dollars ($1,000.00) in the separate, dedicated bank account against which such EFTs are to be drawn. If royalty payments are not received when due, interest may be charged as described in Section 5.4 below.

You must report Your total GPS to Us by such method or on such form as We may specify, on the 10th of the month for the previous month (or the Friday before the 10th of the month if the 10th falls on a weekend.)

You must provide Us with a detailed written accounting and computation of Your total GPS on such forms as We may require.

You must pay to Us a monthly Royalty Fee based on the following schedule:
The Reporting Month is the calendar month. The first Reporting Month will be the earlier of (a) the first calendar month in which You perform any of the services contemplated by this Agreement or (b) the calendar month in which the 30th day after the date of Your graduation from training occurs. On a monthly basis, You agree to include a duplicate invoice (kept in numbered sequence) or approved electronic transmission of all transactions relating to the transactions on which Royalties are payable, a

copy of all voided invoices, and an accurate The Launch Pad royalty report form, and other information pertaining to the GPS as We may reasonably require.

5.3 Marketing Development Fund Contributions

The Franchisor shall use National Marketing Fees collected, net of taxes and governmental fees, for advertising, marketing and promotion for the benefit of the Franchisor's System. Selection of marketing, advertising and promotion location, scope, content, copy, timing and approach shall be by the Franchisor and in the Franchisor's sole discretion. The Franchisor may use some of the funds, in its discretion, for market research, production and administration of the advertising program. The Franchisor will attempt to benefit all of the Franchisor's franchisees through the marketing program over all; however, not every element of the marketing and promotion program will necessarily directly benefit any specific franchisee. In making its marketing decisions, the Franchisor will consider but not be bound by advice from any advisory committee(s) of franchisees recognized by the Franchisor.

You agree to pay Us a monthly Marketing Development Fund Contribution according to the following schedule:

(a) No Fund contribution is due for the first thirty (30) days ("Month One ") after the date that You complete the initial The Launch Pad Franchise training (the "Opening Date"); then
(b) Two percent (2%) of GPS, or the minimum Fund contribution of $150 per month, whichever is the greater amount, for each of the following eleven (11) months ("Months Two through Twelve"); then
(c) Two percent (2%) of GPS, or the minimum Fund contribution of $300 per month, whichever is the greater amount, for each of the following twelve (12) months ("Months Thirteen through Twenty-Four"); then
(d) Two percent (2%) of GPS, or the minimum Fund contribution of $450 per month, whichever is the greater amount, for each month remaining in the Franchise Agreement.

Your contributions to the Marketing Development Fund shall not exceed $10,000 for any calendar year. We reserve the right to raise any and all of these Fund Contribution minimum amounts, but in no event will any increase exceed increases in the Consumer's Price Index (the "CPI"). (See Section 5.5 below). We shall promptly notify You at the beginning of each year of any adjustment to the Fund Contribution levels.

We will administer all contributions to the Marketing Development Fund in accordance with Section 10.1 of this Agreement.

5.4 Late Report Fee and Default Interest

If You fail to submit to Us any financial statements, forms, reports or records required to be provided under this Agreement within thirty (30) days after the due date, You must pay to Us a Late Report Fee of One Hundred Dollars ($100) per report.

If any fees or assessments due under this Agreement, including Royalty Fees and Marketing Development Fund Contributions, are not paid within five (5) days of the date due, interest shall accrue on the late payment (from the date payment is due until the date it is paid) at the rate of one and one-half (1 1/2%) percent per month, or the maximum legal interest rate (whichever is lower) and shall be added to each late payment.

If, as a result of Your failure to remit payments required under any provision of this Agreement, We retain an attorney or a collection agency to collect such payments, You must pay all collection costs, including reasonable attorneys' fees, whether or not legal proceedings are initiated.
Our rights under this Section 5.4 are in addition to any other rights or remedies that We may have as a result of Your default under this Agreement.

5.5 Consumer Price Index

The Consumer Price Index will be the Metropolitan Area Consumer Index for Urban Consumers—All Items (1982 - 1984 = 100) as published by the US Department of Labor, or a comparable successor index selected by Us.

5.6 Client Financing Fees

If You elect to employ the "Platinum Plus" service through which You may provide certain financing arrangements for Your clients, or a similar service approved for use with The Launch Pad System, You shall pay the related service fees.

ARTICLE 6. PROPRIETARY MARKS

6.1 Ownership and Right to Use

We warrant to You that:

(a) Except as provided in subsection (b) below, We are the owner of all rights, title and interest in and to the Marks; and

(b) RevITup Enterprises, LLC is the owner of the trademark and service mark, "The Launch Pad™", “RevITup™ Enterprises, LLC, “Business Care (various packages)”, “Business Continuity” and the other Marks and grants to You the non-exclusive right to use The Launch Pad mark and the other Marks in connection with the operation of the Franchised Business; and

(c) We have taken and will take all steps reasonably necessary to preserve and protect Our rights in the Marks; and

(d) We will only use and permit You and other persons to use the Marks in accordance with the System and its standards and specifications. Such permission to use the Marks must be granted by Us in writing prior to the use of the Marks.

6.2 Covenants of Franchisee

You acknowledge the exclusive ownership of the Marks by Us, and You agree that during the term of this Agreement and after its expiration or termination, You will not directly or indirectly contest or aid in contesting the validity of the Marks or the ownership of the Marks by Us, nor will You take any action that might impair or prejudice the ownership of the Marks by Us.

You agree that the non-exclusive license granted to You pursuant to this Agreement authorizes You to use the Marks solely in connection with the Franchised Business and for no other purpose.
Any unauthorized use of the Marks will constitute an infringement of Our rights in the Marks and a material event of default. At Our request, You must execute any assignments, affidavits, and other documents to convey to Us all rights, title and interest in and to the Marks.

The license hereby granted includes no other Marks of ours now existing or to be developed by Us that are not referred to herein or otherwise included in the Manuals. You agree that any and all goodwill associated with and identified by Your use of the Marks will inure directly and exclusively to Our benefit,

and that, on the expiration or termination of this Agreement, no monetary amount will be payable to You as a result of any goodwill associated with Your ownership or operation of the Franchised Business.

6.3 Limitations on Franchisee's Use of Marks

To develop and maintain high and uniform standards of quality and service and thereby protect Our reputation and goodwill and that of the System, You agree to:

(a) operate and advertise the Franchised Business only under the Marks authorized by Us and as specified in the Manuals; and

(b) maintain and display any required signs reflecting the current image of the System; and

(c) adopt and use the Marks licensed hereunder solely in the manner prescribed by Us.

You agree that Your corporate, partnership or other entity name will not include any of the Marks or phrases similar thereto as a part thereof. You further agree that any communications, documents or writings (including advertising) sent or utilized by You in connection with the Franchised Business will state that Your The Launch Pad Business is an independently owned and operated franchise of The Launch Pad Franchising, LLC. You agree that We may from time to time change or modify the System, including without limitation, modifying existing Marks or adopting new Marks. You agree at Your own expense to adopt, use and display any such new or modified Marks as if they were specifically identified herein as Marks at the time of the execution of this Agreement.

Upon termination or expiration of this Agreement, You agree to immediately cease to use, in any manner whatsoever, any of the Marks or any other Marks that may be confusingly similar to any of the Marks.

6.4 Non-Exclusive License of Marks

You understand and agree that Your license to use the Marks is non-exclusive; that We, in Our sole discretion, have the right to grant Franchises to others to use the Marks and obtain the benefits of the System in addition to the licenses and rights granted to You under this Agreement; and, that We may develop and license other marks in conjunction with systems other than the System, on any terms and conditions as We deem advisable. You will have no right or interest in any such other licenses, marks or systems.

6.5 Notification of Infringement and Claims

You agree that You will notify Us immediately of any apparent infringement of, or challenge to Your use of, any of the Marks, or any claim by any person of any rights in any of the Marks. You agree that You will not communicate with any person other than Us and Our legal counsel in connection with any such infringement, challenge or claim. We will have the sole discretion to take such action as We may deem appropriate to protect the Marks and the exclusive right to control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Marks. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Our counsel, be necessary or advisable to protect and maintain Our interests in connection with any such litigation or proceeding, or to otherwise protect and maintain Our interests in the Marks.

ARTICLE 7. TRADE SECRETS AND PROPRIETARY INFORMATION

7.1 Ownership and Use

In connection with the operation of the Franchised Business, You will from time to time become acquainted with certain information and materials that are proprietary to Us. You and any person signing this Agreement under the heading "Acceptance of Sections 7.1, 9.11, 14.5 and 14.7" agree that You will keep confidential (except as reasonably necessary to operate the Franchised Business) and will not use

for Your own purposes (except in the operation of the Franchised Business), nor supply or divulge to any person, firm, association or corporation, any of Our trade secrets or proprietary information as defined herein.

This requirement will remain in full force and effect during the Term of this Agreement and after its termination or expiration. Our trade secrets and proprietary information (hereinafter referred to collectively as "Proprietary Information") include the following:

(a) the confidential Operations Manuals, customer training guides, other Manuals and written materials and any amendments thereto; and
(b) information that relates in any manner to Our business or the System, whether oral or reduced to writing, and that is not generally known to, or readily ascertainable by, other persons who might derive economic benefit from its disclosure or use; and
(c) any other information that may be imparted to You from time to time and designated by Us as confidential.

You and any person signing this Agreement under the heading "Acceptance of Section 7.1, 9.11, 14.5 and 14.7" acknowledge and agree that the Proprietary Information and any business goodwill of the Franchised Business, is Our sole and exclusive property and that You will preserve the confidentiality thereof. Upon termination or expiration of this Agreement, all items, records or documentation recording or incorporating any Proprietary Information will be immediately turned over by You to Us or to Our authorized representative.

7.2 Confidentiality Agreement

You agree to adopt and implement all reasonable procedures prescribed by Us from time to time to prevent the unauthorized use or disclosure of any of the Proprietary Information. We require that all of Your employees, officers, agents, directors, shareholders, trustees, beneficiaries and partners who may have access to or obtain, or are likely to obtain, knowledge concerning Our Confidential and Proprietary Information (and who do not sign this Agreement under the heading "Acceptance of Section 7.1, 9.11.14.5 and 14.7") execute an agreement in a form provided by Us binding such person to preserve the confidentiality of the Proprietary Information ("Confidentiality Agreement") as part of the terms and conditions of such person's employment or association with You. You must obtain a Confidentiality Agreement signed by any such person prior to or at the same time of their employment of or association with that person. You agree to file a duplicate original of each Confidentiality Agreement with Us.

ARTICLE 8. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

8.1 Relationship of the Parties

You and We agree that this Agreement does not create a fiduciary relationship between You and Us, that You are an independent contractor, and that nothing in this Agreement is intended to make either You or Us a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. You do not have the authority to bind Us or incur indebtedness or any other obligation on behalf of Us.

8.2 Indemnification of Franchisor

You agree to indemnify and hold Us and Our affiliates, and Our stockholders, directors, officers, employees, agents, successors and assignees harmless for, from and against any and all claims, liabilities, causes of action, demands, obligations, costs and expenses, including reasonable attorneys' fees, arising out of or relating to Your ownership, management or operation of the Franchised Business

("Claims"), except for Claims successfully alleged to have resulted solely from Our negligence or willful misconduct. Notwithstanding the foregoing, We will have the right, at Our option, to defend any such Claim, but You must reimburse Us upon demand for the costs of such defense.

8.3 Indemnification of Franchisee

We agree to indemnify and hold You and Your affiliates, and their stockholders, directors, officers, employees, agents, successors and assignees harmless for, from and against any and all claims, liabilities, causes of action, demands, obligations, costs and expenses, including reasonable attorneys' fees, arising out of any claim of infringement or unfair competition in connection with Your use of the Proprietary Marks, provided that such use is in accordance with the provisions of this Agreement.

8.4 Survival

The indemnities and obligations set forth in this Article 8 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

ARTICLE 9. OPERATING STANDARDS AND YOUR DUTIES

9.1 General Operating Standards and Compliance with Operations Manuals

You understand and acknowledge that every detail of the operation of the Franchised Business is important to Us in order to develop and maintain high and uniform standards of quality and service, to increase the demand for the System, and to protect Our reputation and goodwill and that of other The Launch Pad Franchisees.

You also acknowledge that the actual operation of the Franchised Business will remain Your sole responsibility (except as otherwise expressly provided herein) and that We have no responsibility to obtain customers for You. Mandatory services, specifications, standards and operating procedures prescribed from time to time by Us in the Manuals will constitute provisions of this Agreement as if fully set forth herein. All references to this Agreement will be deemed to include all such mandatory services, specifications, standards and operating procedures.

9.2 Authorized Products and Services

You agree that You will sell all services and products that We require, and only the services and products that We have approved. You must do so only in the manner and style We prescribe in writing, including the method and location of delivery. You will not, without Our prior written approval, offer any products or services that are not authorized by Us for The Launch Pad Franchisees. You must discontinue selling any services or products that We may, in Our sole discretion, disapprove in writing at any time.

You must sell only those services for which You have been certified in writing by Us. We may, from time to time, require You and any trainers in Your employ, to be Re-Certified ("Re-Certified" or "Re-Certification") with respect to certain services, and to successfully complete Our training programs and/or seminars in order to become Certified or Re-Certified. Our Certification and Re-Certification will be based upon Our assessment of Your competence and abilities (and those of Your trainers) with respect to such services.

9.3 Customer Training Guides

You must purchase Your entire requirements of customer training guides from Us or Our approved supplier, and use and distribute such guides as We require in the Manuals. The customer training guides contain proprietary and confidential information and You may not disclose such information to any other

person except employees and agents of Franchisee. Franchisee is responsible for updates to guides and should check the designated notification systems on a regular basis for updated material.

9.4 Guarantee, Warranty and Incentive Programs

You agree that You will offer and honor all customers' warranties and guarantees, and participate in all warranty and guarantee programs that We may require. You must refund monies to customers for the purpose of honoring warranties and guarantees that You previously provided to customers; and You must pay for warranty or guarantee services provided by another The Launch Pad Franchisee under the terms of Our current warranty program.

You must participate in all of Our customer coupon or incentive programs, as described in the Manuals. You will be free to determine the prices for all services and products You offer to customers, and will in no way be bound by any price that We recommend or suggest, except in the case of promotional programs in which You will be required to participate, as described below.

With respect to promotional programs, We will have the right to establish minimum prices for any given service or product that You offer. You may not price the program below any minimum price that We establish, but remain free to charge any price above the minimum price that We establish.

9.5 Credit Card Merchant Account

You will be required to accept certain major credit cards as payment for Our products and services, as described in the Manuals. You are responsible for establishing a merchant services account for the purpose of processing Visa, MasterCard and American Express transactions within the Franchised Business. You must comply with all Our reasonable requirements for such sale and processing.

9.6 Specifications and Standards for Suppliers

Except with respect to certain materials bearing Our Marks, proprietary products and software configurations licensed by Us, You must obtain items for which We have established standards and specifications from suppliers who We have approved in writing. Our criterion for supplier approval is not available to Our Franchisees. We maintain an updated list of suppliers whose standards and specifications meet or exceed those required by Us. This list is included in the Manuals.

You must maintain in sufficient supply, and use at all times, only operating products, materials, supplies and expendables, as conform with Franchisor's then-current standards and specifications and to refrain from using non-conforming items without Our prior consent.

If You desire to obtain any items from any other supplier, You must submit to Us a written request for such approval. We will provide You with written notice of approval; if You do not receive such notice within 30 days, the supplier is deemed disapproved. We do not presently charge a fee for Our review of suppliers or products, but We reserve the right to do so in the future. You must not purchase or lease from any supplier until and unless We have approved the supplier in writing. We are not required to approve any particular supplier.

9.7 Compliance with Legal Requirements and Good Business Practices

You must, at Your sole expense, operate Your Franchised Business in full compliance with all applicable laws, ordinances and regulations.

You must pay all costs and expenses incurred by, and in the conduct of, the Franchised Business, including but not limited to, all rent, salaries, federal, state and local taxes, disbursements, license or permit fees, traveling expenses and any other business expenses. You must comply with all federal, state and local laws, rules and regulations and timely obtain any and all permits, certificates and licenses for the full and proper conduct of the business licensed hereunder. You must notify Us in writing within

five (5) days of the commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, that may adversely affect Your ability to operate, or Your financial condition or that of the Franchised Business. Any such notice must be accompanied by a copy of the complaint, order, writ, injunction, award, decree or other similar document.

You must, preserve good customer relations. In this regard, You must at all times maintain a passing customer satisfaction rating, as determined by customer surveys which We conduct in accordance with the procedures described in the Manuals. You must comply with Our dress code as outlined in the Manual and provide appropriate logo apparel for required service personal to wear which conforms strictly to the specifications, design, color and style approved by Us from time to time. Only You, Your employees or hired representatives, are permitted to conduct any customer interaction personally. No other individual or entity may contact, communicate with, or provide services or products to customers on behalf of Your Franchise.

You must, in all dealings with Your 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 practice that may be injurious to the System or the goodwill associated with the Proprietary Marks.

9.8 Maintenance of Insurance

At all times during the term of this Agreement, You must maintain in force comprehensive public liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the ownership, operation or conduct of Your The Launch Pad Business. Such insurance coverage must be written by a responsible carrier or carriers reasonably acceptable to Us, and must include the types of amounts of coverage (including the amount of deductibles) that We will specify in the Manuals, including the following:

(a) Comprehensive General Liability Insurance, including broad form contractual liability, coverage for business operations, broad form property damage, personal injury, fire damage, medical expenses, advertising injury, completed operations, products liability, and errors and omissions with limits per occurrence for bodily injury and general liability of one million dollars ($1,000,000.00) and for property damage, three hundred thousand dollars ($300,000.00);
(b) Automobile liability coverage, including coverage of owned, non-owned and hired vehicles;
(c) Such other Employer liability insurance and worker's compensation insurance as may be required by Your state or Franchise locality;
(d) Compressive crime and blanket employee dishonesty insurance in the amount of not less than one hundred thousand dollars ($100,000.00); and
(e) Such policies must also include a waiver of subrogation in favor of Us, Our affiliates and partners, and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them.

Your obligation to obtain and maintain the above policies will not be limited in any way by reason of any insurance which We may maintain, nor will Your performance of that obligation relieve You of liability under the indemnity provisions set forth in Section 8.2 of this Agreement.

All public liability and property damage policies must contain a provision that We and Our affiliates, their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each, although named as insureds, will nevertheless be entitled to recover

under such policies on any loss occasioned to Us or Our servants, agents or employees by reason of the negligence of You or Your servants, agents or employees.

You must deliver to Us Certificates of Insurance evidencing the existence and continuation of proper coverage and limits, at such times as provided in the Manuals. If We request, You must deliver to Us a copy of Your required insurance policies. All required insurance policies must name Us, and Our affiliates, their respective partners, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional insured, and must expressly provide that their interest will not be affected by Your breach of any policy provisions. Further, all required insurance policies must expressly provide that no less than thirty (30) days' prior written notice will be given to Us in the event of a material alteration to or cancellation of the policies.

If You elect to participate in an insurance partnership program We may offer to Franchisees, You must make monthly payments of the required insurance premium. If these payments are not made for two (2) consecutive months, or You fail to make payments on three (3) occasions in any calendar year, We will provide You notice that You insurance coverage is cancelled, and You will be required immediately to obtain insurance coverage as required by the terms of this Section 9.8. Failure to procure and maintain the insurance policies required by this Section 9.8 within seven (7) days of receipt of Our written notice may lead to termination under Section 14.2 of this Agreement.

9.9 Management of the Franchised Business

You are directly responsible for all aspects of operation of the Franchised Business, and You agree that You will at all times use Your best efforts to enhance the business of Your The Launch Pad Business and the System. If You are a corporation, a partnership or a limited liability company, a principal shareholder, general partner or member of yours must attend the Initial Training Program referred to in Section 4.1 above and be the designated manager of the Franchised Business, unless We approve another manager. If You or Your principal owners will not be directly involved in the supervision of the Franchised Business, You must employ a manager who has completed the Initial Training Program referred to in Section 4.1 above to Our satisfaction, and such manager must devote full time and energy to the management of the Franchised Business.

If any manager leaves Your employment or if Your principal owner desires to later delegate control over the operation of the Franchised Business, a replacement manager must be designated by You and approved by Us and must complete the Initial Training Program referred to in Section 4.1 above to Our satisfaction. You must immediately notify Us in writing of any change in management or supervisory personnel.

9.10 Vehicles

Any vehicle that You or Your employees use to deliver goods or services in connection with Your Franchise (the "Vehicle") must meet Our standards with respect to appearance and ability to satisfy the requirements imposed on You under this Agreement. You must at all times keep the Vehicle clean, insured and in good working order. You must comply with all laws, regulations and rules of the road, and use due care and caution in the operation and maintenance of the Vehicle. Except as noted above, We do not set any standards or exercise control over any Vehicle used by You or Your employees.

9.11 Conflicting and Competing Interests

During the term of this Agreement, the You shall not engage, directly or indirectly, either personally or as an employee, partner, member, manager, franchisor, franchisee, agent, consultant, shareholder, director, officer, advisor or otherwise, in any other business the same as or similar to that defined under "Licensed Business" herein or which is or would directly or indirectly compete with the Licensed Business or

otherwise with the business of the Franchisor or with any other franchisee of the Franchisor. This prohibition includes but is not limited to any business that is engaged in customized computer support programs, and related products and services. You shall not use nor permit to be used any Trade Secret(s) of the Franchisor or the Marks or anything resembling the Marks in connection with any other business, whether or not such other business is owned, controlled by or associated with You.

9.12 Inspections by Franchisor

You must make such financial and other information concerning the Franchised Business available to Us or Our agents at such locations as We may reasonably request (including Our office), and You must permit Us and Our agents to have full and free access to such information at Your The Launch Pad Business during regular business hours. We and Our agents will have the right to communicate freely with Your employees, and make extracts from, and copies of, all such information. A representative of ours may make unannounced inspections of Your The Launch Pad Business to ensure compliance with all the requirements of this Agreement. You will permit Our representative to inspect any part of the Franchise Business, including all books and financial accounts, at any time during normal business hours.

9.13 Shareholders' Guaranty

If You are a corporation or a limited liability company, each of Your shareholders or members holding ten percent (10%) or more of any class of Your stock or interests (and their respective spouses, if married) at the same time that You sign this Franchise Agreement, and as a condition to the legitimacy of this Agreement, must execute and deliver to Us a Guaranty in the form of Exhibit C attached hereto and incorporated herein by reference.

In the event at any time after the execution of this Agreement a person who has not previously signed a Guaranty becomes the holder of ten percent (10%) or more of any class of Your stock or ownership interests, You must cause that person to execute and deliver a Guaranty to Us immediately.

9.14 Ownership Reports

If You are a corporation, You must, upon execution of this Agreement, provide Us with acceptable evidence that all certificates evidencing shares of Your issued and outstanding capital stock bear a legend as required by Section 12.4 (e) below. If You issue additional shares of Your capital stock in the future, all certificates evidencing such shares must bear a like legend. If You are a partnership, a limited liability company or other entity, You must provide Us with acceptable evidence that Your partnership agreement or other organizational documents contain provisions acceptable to Us prohibiting transfer of any partnership or other ownership interest in Your entity, except in compliance with the terms of this Agreement. You must not cause or permit any such provision to be deleted or modified.

ARTICLE 10. ADVERTISING AND PROMOTION

10.1 Advertising by Franchisor

(a) We, or at Our election a third party that may be an affiliate of ours, will establish and oversee a Marketing Development Fund (the "Fund") to administer the advertising contributions that You and all other Franchisees are required to pay pursuant to the Franchise Agreement. Each of Our company-owned or affiliated The Launch Pad Businesses, if any, will make contributions to the Fund equal to the assessments required of Our Franchisees;

(b) We, or Our designee, will direct all advertising programs to be undertaken through the use of the Fund. We will have sole discretion over all creative concepts, materials and media used in such

programs and the placement and allocation of such programs. The Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all The Launch Pad Businesses. In administering the Fund, We have no obligation to make expenditures for You that are equivalent or proportionate to Your contribution, or to ensure that any particular Franchisee benefits directly or pro rata from the placement of advertising;

(c) The Fund may be used to pay any and all costs of maintaining, administering, directing and preparing advertising, including the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; employing advertising agencies to assist in such campaigns or other activities; and reasonable costs for Our personnel and other departmental costs for advertising that We administer or prepare internally;

(d) We intend to establish an elected Franchise Advisory Council (FAC) to help formulate, develop, produce and conduct the advertising and promotion programs. The Franchise Advisory Council will function as a problem-solving entity to establish positive communications between the Franchisees and the Franchisor. We will establish the Franchise Advisory Council at Our discretion, when We believe it to be appropriate to the number of franchised business in The System. We do not guarantee that We will establish the Franchise Advisory Council;

(e) We will maintain all sums that You pay to the Fund in a separate account, and will not use the funds to defray any of Our general operating expenses, except for reasonable administrative costs and overhead, if any, as We may incur in administrating the fund. If We loan money to the Fund, We may charge a reasonable rate of interest. No portion of the Fund will be used for advertising that is primarily for the sale of Franchises;

(f) If an affiliate of ours administers the Fund or places advertising in connection with the Franchise system, the affiliate may be paid a fee that will not exceed the fee that would be paid to an unrelated third party for comparable services;

(g) All contributions to the Fund that are not spent during the year in which they were collected, will be carried forward to the following year;

(h) We will prepare a financial statement of the operations of the Fund annually, and make it available to You upon request within a reasonable period of time after the end of its fiscal year; and

(i) Although the Fund is intended to be of perpetual duration, We may terminate the Fund. The Fund will not be terminated until all monies in the Fund have been expended for advertising or promotional purposes, or returned to the contributors, without interest, on the basis of their respective contributions.

10.2 Advertising by Franchisee

(a) We may, at Our sole discretion, require You to join a local advertising cooperative organized or approved by Us. The amount of contribution to such local advertising cooperative will be decided by the members of the cooperative, but will not exceed one thousand dollars ($1,000) per month. Any such cooperative, if organized or approved by Us, will consist of one or more other Franchisees who are located in the same geographic area, newspaper circulation area, or radio and television broadcasting area as the Franchised Business;

(b) You must maintain a local telephone listing in the primary telephone book that covers Your Territory;

(c) You must subscribe to the franchise locator service and the email marketing services that We designate in the Manuals;
(d) You must use the 1-888-920-3450 number (or other designated number used in conjunction with the franchise locator service) in all of Your advertisements as described in the Manuals;
(e) You must conduct all Your advertising and promotion in a professional manner, and these must conform to Our standards and requirements as set forth in the Manuals or otherwise. You must obtain Our written approval before placing any telephone listing. You must advertise only through the use of the advertising and promotional materials that are provided to You by the Fund. You must not deviate from such materials, or otherwise use advertising materials not provided by the Fund or approved by Us in writing prior to their use. You must promptly discontinue use of any advertising or promotional plans or materials, upon notice from Us;
(f) We have implemented a Social Media Policy which can be found in the Manuals and may, from time to time, be updated. You must conduct all interactions and communication regarding the Franchised Business or as a representative of the Franchised Business via any Social Media vehicle under the strict guidance of the policy. You must require all of your employees to conduct all of their interactions and communication regarding the Franchised Business or as a representative of the Franchised Business via any Social Media vehicle under the strict guidance of the policy; and
(g) Under no circumstances may You use the name of a public figure in connection with the Proprietary Marks or the Franchised Business without Our prior written consent. We retain the sole and exclusive right to use the name, services or likeness of any public figure or character in advertising, endorsing or recommending the System. However, with Our prior written approval, You may use the name of a public figure in a bona fide endorsement or recommendation of the Franchised Business, but in such event, You will be solely responsible for the cost of such usage.

10.3 Internet Advertising and Email

You acknowledge that the Internet is a powerful, expanding medium through which business is conducted. We have established a Web site ("The Launch Pad Web Site") listed on the Internet. We shall, at Our discretion, determine the content and use of the Web site or other listing and shall establish the rules under which You and other Franchisees will participate. You agree to pay on an annual basis Our then-current IT Support Fee, which is Your proportionate share of the cost of Our maintaining and updating The Launch Pad Web site and supporting the email service We provide. We shall retain all rights relating to the Web site or other listing and may alter or terminate the Web site or other listing upon thirty (30) days' notice to You.

You acknowledges that Franchisor is the lawful, rightful and sole owner of the Internet domain names www.launchpadonline.com, www.launchpadonline.net, www.launchpadonline.org, revitupnow.com, revitupnow.net and revitupnow.org and any other Internet domain names registered by Franchisor, and unconditionally disclaims any ownership interest in those or any similar Internet domain name. You agree not to register any Internet domain name in any class or category 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.

Your participation in The Launch Pad Web Site shall be subject to the provisions of this Franchise Agreement. You acknowledge that certain information obtained through Your participation The Launch Pad Web Site may be considered proprietary and confidential information, including access codes and identification codes. Your right to participate in The Launch Pad Web Site or other listing will terminate

when the Franchise Agreement expires or terminates. You shall be prohibited from establishing Your own Web site or other listing on the Internet using the name "The Launch Pad", the Proprietary Marks and/or the System. We will provide You up to ten (10) email accounts for the use of Your business, and You agree to pay on an annual basis Our then-current email account fee. For additional accounts You may incur additional fees. As We continue to develop strategies for taking advantage of the benefits the Internet may offer, You will be required to also participate in such activities. You therefore agree that We, upon sixty (60) days prior notice, will require You to participate in, and contribute a proportionate share of, such future Internet activities that We may establish.

ARTICLE 11. ACCOUNTING PROCEDURES AND REPORTS

11.1 Maintenance of Records

During the term of this Agreement, You must maintain at Your principal office and preserve for at least five (5) years from the date of their preparation, or such greater period as may be required by applicable law, full, complete and accurate books, records and accounts, including coupons, purchase orders, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, and copies of such portions of Your state and federal income tax returns a reflect the operation of the Franchised Business in the form and manner We prescribe, prepared in accordance with the requirements established from time to time by Us. All financial statements and reports must be prepared in accordance with general accepted accounting principles, consistently applied.

11.2 Reports to Franchisor

You must furnish to Us on or before the tenth (10th) day of each calendar month, in a form from time to time required by Us, a report signed and verified by You (or, if You are a corporation, by Your President, or, if You are a partnership, by a general partner, or, if You are a limited liability company, by a manager or managing member) accurately reflecting such data, information and supporting records as We may require. For a period of five (5) years from the close of each fiscal year, You must maintain at Your principal office, readily available for inspection by Us, and must furnish to Us upon Our request, exact copies of Your federal and state income tax returns and sales or transaction privilege tax reports. In addition, You must, at Your expense, furnish to Us or Our agents for inspection or audit, such other forms, reports, records, financial statements and information as We may require.

11.3 Financial Statements

You must prepare and furnish to Us, within thirty (30) days after the end of each of Your fiscal quarters, a statement of profit and loss and a balance sheet for the Franchised Business for the preceding fiscal quarter. Quarterly statements must be signed and verified as to accuracy by You (or if You are a corporation, partnership or limited liability company, by the person specified in Section 11.2 above). You must prepare and furnish to Us, within ninety (90) days after the end of each of Your fiscal years, annual statements of profit and loss, sources and application of funds, and a balance sheet pertaining to the Franchised Business for the preceding fiscal year and as of Your fiscal year end. Annual financial statements must be signed and verified as to accuracy by You (or if You are a corporation, partnership or limited liability company, by the person specified in Section 11.2 above) and must be certified by an independent certified accountant. To assist You in recording and keeping accurate and detailed financial records, You agree to use a computer system and software of the type and with the functions specified in the Operations Manuals. We will have the right to use (without identifying You except as required by law) any financial statements, sales reports, profit and loss statements or balance sheets provided by You in connection with Our efforts to attract additional Franchisees for the System and, in connection therewith, You authorize Us to disclose any information contained on such financial reports as may be required by any federal or state registration or disclosure law.

11.4 Audit by Franchisor

We will have the right, at any time during business hours, and with not less than forty-eight (48) hours prior notice to You, to inspect and audit, or cause to be inspected and audited, the business records, cash control devices, bookkeeping and accounting records, sales and income tax records and returns and other records of the Franchised Business and Your corporate, partnership or limited liability company books and records if You are a corporation, partnership or limited liability company.
You agree that We may have access to any computers utilized by You for such purposes. You will fully cooperate with Our representatives and independent accountants hired by Us to conduct any such inspection or audit.

In addition, in the event such inspection or audit is made necessary by Your failure to furnish reports, supporting records or other information, as required herein, or to furnish such reports, records or information on a timely basis, You must reimburse Us for such audit or inspection, including the charges of any independent accountants and the travel expenses, meals, lodging and compensation of such accountants and Our employees.

You must immediately notify Us in writing of any governmental audit of Your Franchise, and must provide such additional information pertaining to the audit as We may request.
The remedies in this Section 11.4 will be in addition to all Our other remedies and rights under this Agreement or under applicable law.

11.5 Ownership Information

You must provide Us with the name, the address and the phone number of each officer, director, shareholder, partner (and of each officer, director and shareholder of a corporate partner) or any other person directly or indirectly holding an ownership interest in Your entity. You must advise Us in writing of any changes in such information within five (5) days after such change is effective.

11.6 Debts and Taxes

You must promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by Your Franchise.

Each payment to be made to Us under this Agreement must be made free and clear and without deduction for any Taxes. The term "Taxes" means any present or future taxes, levies, imposts, duties or other charges of whatsoever nature, including any interest or penalty, imposed by any government or political subdivision of such government on or relating to the operation of Your Franchise, the payment of monies, or the exercise of rights granted pursuant to this Agreement, except Taxes imposed on or measured by Our net income.

In the event of any bona fide dispute as to Your liability for Taxes assessed or other indebtedness, You may contest the validity or the amount of the Tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event may You permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor, to occur against any assets of Your Franchise.

You must comply with all federal, state and local laws, rules and regulations, and must obtain any and all permits, certificates or licenses necessary for the full and proper conduct of Your Franchise, including licenses to do business, fictitious name registrations, and sales tax permits.

You must notify Us in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other

governmental instrumentality, which may adversely affect the operation or financial condition of Your Franchise.

ARTICLE 12. TRANSFERABILITY OF INTEREST

12.1 Assignment by Franchisor

We will have the right to assign this Agreement or any interest herein to any person, without Your consent or approval, provided that the assignee agrees in writing to assume and perform Our obligations hereunder. In the event of any such assignment, We (and, in the case of any subsequent assignment the then assignor) will be relieved, from and after the date of such assignment, of any further liability for the performance of any covenants or obligations on the part of the Franchisor contained in this Agreement. We may sell Our assets, Our rights in the Marks or the System; may offer Our securities privately or publicly; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and with regard to any or all of the above sales, assignments and dispositions, You waive any claims, demands or damages against Us arising from or related to the transfer of Our rights in the Marks (or any variation of them) or the System from Us to any other party. Nothing contained in this Agreement will require Us to offer any services or products, whether or not bearing the Marks, to You, if We assign Our rights in this Agreement.

12.2 Assignment by Franchisee

Except as provided in Section 12.4 below, neither You nor any partner (if You are in a partnership), not any shareholder (if You are a corporation), nor any member (if You are a limited liability company) may, by operation of law or otherwise, sell, assign, transfer, convey, give away, pledge, mortgage, encumber or otherwise dispose of, either directly or indirectly (hereinafter collectively called "Transfer"), any interest in this Agreement, Your The Launch Pad Business, the Franchised Business, or any ownership interest in a partnership, corporation or limited liability company that is the Franchisee under this Agreement, (including in the case of the transfer of an ownership interest, a transfer that, when aggregated with any previous transfers, will result in a change in identity of the person who controls the partnership, corporation or limited liability company) or offer to Transfer, or permit or undergo any Transfer thereof to any person without Our prior written consent and, in any event, without first complying with the provisions of Section 12.3 below.

If You desire to make a Transfer, You must give Us not less than thirty (30) days advance written notice setting forth all the terms and conditions of the proposed Transfer including such other information as We may reasonably request and, if applicable, You must include a copy of any written purchase offer received by You. Any purported Transfer not having Our prior written consent shall be null and void and shall constitute a default hereunder on Your part. Any attempted Assignment without Franchisor's prior written consent shall be void and a breach of this Agreement.

Subject to Our rights under Section 12.3 below, We will not withhold Our approval of the Transfer unreasonably, provided that the proposed transferee is, in Our opinion, a person or entity of good moral character who has sufficient business experience, aptitude and financial resources to own and operate the Franchised Business and otherwise meet Our then applicable standards for Franchisees in the System, and further provided that the following conditions are met prior to, or concurrently with, the effective date of the Transfer.

(a) All of Your obligations under this Agreement and the obligations under any Confidentiality Agreement or Guaranty have been fully performed and new Guaranties and/or Confidentiality Agreements as well as a new Power of Attorney as required pursuant to Section 14.4 (e) below,

are signed by the appropriate parties as required under Section 7.2 and 9.13 above and delivered to Us; and

(b) You have executed a general release in a form satisfactory to Us of any claims You may have against Us, Our affiliates or Our respective officers, directors. shareholders and employees; and

(c) If the Transfer will result in a new person being responsible for the operations of the Franchised Business, the transferee or the designated manager shall have completed the Initial Training Program required under Section 4.1; and

(d) You or the transferee shall have paid to Us a Transfer Fee in the amount of ten thousand dollars ($10,000); and

(e) If [i] the transferee is a person other than the original Franchisee hereunder; or [ii] the Transfer, when aggregated with any previous Transfer(s) will result in fifty percent (50%) or more of the stock, partnership or other ownership interests in the originally-named Franchisee hereunder being owned by a person that did not, on the date of this Agreement, hold stock, partnership or other ownership interests of at least twenty percent (20%) in the originally-named Franchisee hereunder (whichever is applicable) has executed and agreed to be bound by the form of Franchise Agreement and such ancillary agreements as then customarily are used by Us in the granting of new Franchises for the System for a Term ending on the date of the expiration of this Agreement; and

(f) We have determined that the material terms and conditions of the proposed Transfer, including the price and terms of payment, are not so burdensome as to adversely affect the ability of the transferee to profitably conduct future operations of the Franchised Business in compliance with Our then standard Franchise Agreement and ancillary agreements; and

(g) You, and such of Your officers, directors, partners, shareholders, agents and employees and Your owners, shall affirm or reaffirm in writing the covenant not to compete as described in Section 14.5 hereof; and

(h) You shall enter into an agreement with Us pursuant to which the transferee's obligations to Your Franchise are subordinated to the transferee's obligations to Us under any agreement referred to in subsection (c) above.

For purposes of the first sentence of this Section 12.2, the term "control" means the power (whether exercised or not) to direct Your management or operations or to determine Your general business policies. If You request Our assistance in locating a purchaser for Your business, and We do locate a purchaser who is transferred Your rights under this Franchise Agreement, You agree to pay Us the then current Franchise Resale Assistance Fee, which is currently set at ten percent (10%) of the total purchase price. The Franchise Resale Assistance Fee shall be in addition to the transfer fee set forth above in Section 12.2(d).

12.3 Franchisor's Right of First Refusal

In the event of any proposed Transfer requiring Our consent under Section 12.2 You must first submit to Us in writing a notice of the proposed Transfer, setting forth the terms and conditions of the proposed Transfer and, if applicable, You must include with such notice a copy, if any written purchase offer pertaining to such Transfer. We will have thirty (30) days from receipt of the notice of proposed Transfer within which to elect to acquire the interest that is the subject matter of the proposed Transfer on the same terms and conditions as those set forth in Your notice of proposed Transfer by giving You written

notice to that effect. If We make such election, then You and We shall accomplish the Transfer in accordance with the terms and conditions set forth in Your notice of proposed Transfer.

If We do not exercise Our right of first refusal, We will have an additional thirty (30) days within which to approve any Transfer pursuant to Section 12.2. If We do not exercise Our right to acquire the interest that is the subject matter of the proposed Transfer upon the terms and conditions in Your notice of proposed Transfer, and, within the second thirty (30) day period referred to above whereby We have approved the Transfer pursuant to Section 12.2, then upon compliance with the provisions of Section 12.2, You may transfer the interest that is the subject matter of the Transfer to the transferee described in the notice of proposed Transfer upon the terms and conditions specified in that notice.

You will have one hundred twenty (120) days in which to complete this Transfer. If the Transfer is not completed within one hundred twenty (120) days, or if there is a material change in the terms of the Transfer, then You must provide Us with another notice of proposed Transfer and We will have another thirty (30) day opportunity to purchase the interest that is the subject matter of the Transfer if You still desire to make the Transfer after the one hundred twenty (120) day period has elapsed. If any proposed Transfer is not completed, Our right of first refusal described in this Section 12.3 will continue to apply to any future proposed Transfer.

12.4 Transfer to Controlled Corporation or Limited Liability Company

In the event that You are an individual or a partnership and You desire to assign the Franchised Business and all of Your rights and obligations under this Agreement to a corporation or a limited liability company, You must provide at least sixty (60) days prior written notice to that effect to Us. We will not withhold unreasonably Our consent to such an assignment and the fee otherwise required under Section 12.2 (d) will not be required if You satisfy the following requirements:

(a) You (if You are an individual) or all of Your partners (if You are a partnership) must beneficially own and control not less than fifty-one (51%) percent of the issued and outstanding equity and voting stock or ownership interests of the corporation or limited liability company; and

(b) You (if You are an individual) or Your partners (if You are a partnership) shall be the principal executive officer(s) or managers of the corporation or limited liability company; and

(c) The corporation or limited liability company will engage in no business other than operation of the Franchised Business except as otherwise expressly set forth herein; and

(d) You will furnish Us with a copy of the Articles of Incorporation, Bylaws and Corporate Resolutions, or their equivalents, of the corporation or the limited liability company upon Our request, in addition to prompt notification in writing to Us regarding any amendments thereto; and

(e) The Articles of Incorporation, Bylaws or other organizational documents of the corporation or limited liability company must state that the issuance and assignment of any shares of stock of the corporation or ownership interests of the limited liability company are restricted by the terms of this Agreement and all issued and outstanding certificates representing shares of stock or ownership interests of the corporation or the limited liability company must bear the following legend (or such similar legend as We may designate, to be in compliance with applicable law) reflecting or referring to such restrictions:

"TRANSFER OF THIS CERTIFICATE IS LIMITED BY THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT DATED _____ BETWEEN The Launch Pad Franchising, LLC, a Florida corporation, AND _____.”; and

(f) Every person who owns or will own ten (10%) percent or more of the stock or ownership interests of the corporation or the limited liability company must execute and deliver to Us the Guaranty (Exhibit C hereof); and
(g) The corporation or limited liability company must execute, acknowledge and deliver to Us a power of attorney as required pursuant to Section 14.4 (e) above; and
(h) No default shall exist under this Agreement nor shall any event have occurred that, with the giving of notice, the passage of time or both would constitute such a default; and
(i) All of Your rights, duties and obligations under this Agreement must be assigned in writing to the corporation or limited liability company, and the corporation or Limited Liability Company must agree in writing to be bound by the provisions of this Agreement and to assume and perform all of Your obligations under this Agreement. Such assignment and assumption shall be in a form acceptable to Us. Additionally, the corporation or limited liability company must submit to Us a certified copy of a resolution of its board of directors, or its equivalent, authorizing and approving the assignment and assumption referred to above; and
(j) There shall be submitted to Us a list of the shareholders of the corporation or members of the limited liability company, showing number of shares or interest owned by each, and a list of the officers and directors or managers; and
(k) Upon compliance with the foregoing, the corporation or limited liability company shall become the "Franchisee" hereunder and such term shall refer to the corporation or the limited liability company, but no assignment made pursuant to this Section 12.4 will relieve You or any person executing a Guaranty or Confidentiality Agreement from liability under this Agreement or under such Guaranty or Confidentiality Agreement.

12.5 Transfer on Death or Disability of Franchisee

If You are an individual, then upon Your death or permanent disability or upon the death or permanent disability of any individual with greater than a fifty (50%) percent stock, partnership, trust or other ownership interest in You, if You are a corporation, partnership, trust or other entity ("Major Owner, You, Your executor, administrator, conservator or other personal representative or that of the Major Owner ("Legal Representative") must, within one hundred twenty (120) days of Your or the Major Owner's death or permanent disability, assign Your rights and obligations under this Agreement if You are an individual or the Major Owner's ownership interest in Your entity to a third party approved by Us. Any such assignment (including Transfers by bequest or inheritance) will be Subject to the same conditions as a Transfer under Section 12.2 above (including Our right of first refusal under Section 12.3 above.)

In the event of death, if You are an individual or in the event of the death of a Major Owner, then if You or such Major Owner's Legal Representative, heirs or beneficiaries are unable to meet the conditions of Section 12.2, the acting Legal Representative shall have a reasonable time, not to exceed one hundred and twenty (120) Days from the date of death, to assign Your interest under this Agreement or to assign the interest in Your entity previously owned by the Major Owner, which assignment shall be subject to all the terms and conditions for a Transfer under Section 12.2 (including Our right of first refusal under Section 12.3.)

Failure to make an assignment as provided above within any applicable period of time set forth above shall constitute a breach of this Agreement. Our consent to an assignment subject to the restrictions set forth above will not constitute a waiver of any claims We may have against You, nor will it be deemed a waiver of Our right to demand exact compliance with any of the terms or conditions of this Agreement by the transferee. If, after Your death or permanent disability or that of a Major Owner, the Franchised

Business is not being managed by a competent and trained manager, We are authorized (but not required) to appoint a manager to maintain the operation of the Franchised Business until an approved assignee is able to assume the management and operation of the Franchised Business.

A cash reserve of up to twenty (20%) percent of the total gross sales generated from the operations of the Franchised Business during the period of management by a manager appointed by Us may be set aside as compensation for the management services provided in addition to the Royalty Fees and Fund

Contributions due hereunder. Operation of the Franchised Business during any such period will be for and on Your behalf, or that of Your legal Representative, and We will not be liable to You, Your legal Representative, Your estate, Your heirs, devisees, beneficiaries or Your owners for any debts, losses or obligations incurred in connection with the Franchised Business, or to any person owed money for any services, materials or supplies purchased for use in connection with the Franchised Business during any period in which it is managed by a manager appointed by Us. As used in this Agreement, the term "permanent disability" means any mental or physical condition that substantially impairs Your ability or the ability of a Major Owner to operate or oversee the operations of the Franchise System for a continuous period of ninety (90) days.

12.6 Subfranchising

Without Our prior written approval, which may be given or withheld in Our sole and absolute discretion, You will have no right to subfranchise or sublicense Your license to use the Proprietary Marks or any of Your other rights or benefits hereunder, and any purported subfranchising or sublicensing in violation of this Section 12.6 shall be void.

ARTICLE 13. RENEWAL OF FRANCHISE

Subject to the terms and conditions described below, You will have the right to renew Your license to operate the Franchised Business for an additional ten (10) year term after the expiration of the initial Term. In the event You desire to renew Your license to operate the Franchised Business, You must give Us written notice to that effect at least one hundred twenty (120) days prior to the expiration date of the Term. In addition to giving the written notice of renewal referred to above in a timely manner, to have the right to renew the license to operate the Franchised Business for an additional Term, You also must meet each of the following requirements.

(a) You must not then be in default under this Agreement and no event shall have occurred that, with the giving of notice, the passage of time or both would constitute a default under this Agreement;
(b) You must have the existing right to maintain possession of the premises of Your Launch Pad Business for a term co-extensive with the Term of the renewal, or You must have secured and developed suitable substitute premises approved by Us;
(c) The equipment, supplies, materials and signage used in connection with the operation of the Franchised Business must either meet Our then existing specifications and standards, or You must agree, at Your cost, to replace or refurbish such items and otherwise modify the methods of operation of the Franchised Business to comply with Our specifications and standards then applicable to new Franchisees;
(d) You and We must execute a renewal Franchise Agreement (which will be in the form of the Franchise Agreement then customarily used by Us in the granting of franchises in connection with the System) and all other agreements, legal instruments and documents then customarily used

by Us in the granting of Franchises in connection with the System. The renewal Franchise Agreement will not require the payment of a Franchise Fee or Territory Fee, and its conditions may differ from the terms of this Agreement. The renewal Franchise Agreement will supersede this Agreement but will not terminate Your liability to perform any obligations that You have not yet performed under this Agreement, or that survive the termination of this Agreement, nor will the renewal Franchise Agreement terminate or supersede any Guaranty or Confidentiality Agreement executed pursuant to this Agreement;

(e) You must comply with Our then-current qualification, training and Recertification requirements for renewing Franchisees; and
(f) You must pay to Us a Renewal Fee of six thousand five hundred dollars ($6500).

If You do not meet any of the requirements for renewal, We will give You a written notice to that effect that will specify the requirements not met. The written notice will be supplied to You within sixty (60) days after delivery to Us of Your written notice of renewal.

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Automatic Termination

Under the following circumstances, You will be deemed to be in default under this Agreement, and all rights granted to You under this Agreement will automatically terminate without notice to You.

(a) If You become insolvent or make a general assignment for the benefit of Your creditors; or
(b) If You have a voluntary or involuntary bankruptcy petition that is not dismissed within thirty (30) days after filing; or
(c) If You are adjudicated a bankrupt; or
(d) If a bill in equity or other proceeding for the appointment of a receiver or other custodian for You or Your Franchised Business or its assets is filed and consented to by You; or
(e) 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; or
(f) If proceedings for a composition with creditors under any state or federal law should be instituted by or against You; or
(g) If a final judgment against You remains unsatisfied or of record for thirty (30) days or longer (unless a superseding bond is filed); or
(h) If an execution is levied against the Franchised Business or its property; or
(i) If a suit to foreclose on a lien or mortgage against the Franchised Business premises or equipment is instituted and not dismissed within thirty (30) days; or
(j) If the real or personal property of the Franchised Business is sold after any levy thereon.

14.2 Termination Upon Written Notice

You will be deemed to be in default and We may, at Our option, terminate this Agreement and all rights granted to You hereunder, without affording You any opportunity to cure the default, effective immediately upon the earlier of receipt of notice by You or, if deposited in the United States First Class Mail, five (5) days after mailing of notice to Us, upon the occurrence of any of the following events.

(a) If You cease to operate or otherwise abandon the Franchised Business; or
(b) If You are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that is reasonably likely to adversely affect the System, the Proprietary Marks, the good will associated therewith or Our interest therein; or
(c) If You Transfer or attempt to Transfer any rights or obligations under this Agreement to any third party, in violation of the provisions of Article 12 of this Agreement; or
(d) If You operate Your Franchise or sell any products or service from an unapproved location; or
(e) If You fail to comply with the provisions of Article 7 or Section 14.5 of this Agreement.

14.3 Termination Upon Written Notice and Failure to Cure Default

Except as provided in Section 14.1 and 142.above, You will have thirty (30) days after Your receipt from Us of a written notice of termination within which to remedy any default under this Agreement and to provide evidence of such remedy to Us. If any such default is not cured within that time, or such longer period of time as applicable law may require, this Agreement shall terminate without further notice to You effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

14.4 Effect of Termination or Expiration

Upon any termination of this Agreement (whether pursuant to Section 14.1, 14.2 or 14.3 above or otherwise) or upon expiration of the Term, You immediately must cease to hold yourself out to the public as a Franchisee of the System, and You must comply with the following

(a) Immediately pay to Us or any affiliate of ours all sums owing from You to Us or such affiliate, including the monthly Royalty Fees and Fund Contributions for any period prior to the date of termination and all amounts owed for services and/or supplies or other items purchased by You from Us or any affiliate of ours, or that were financed by Us or any affiliate of ours or that We or any affiliate of ours loaned to You, together with any interest or late fees accrued thereon;
(b) Immediately cease to use, by advertising or in any manner whatsoever, the Proprietary Marks, any benefits of the System or any part thereof, any methods associated with the Proprietary Marks or the System, any forms, manuals, proprietary computer software, slogans, signs, sign posts, Marks, symbols, or devices used in connection with the operation of the Franchised Business or any Proprietary Information, and You must deliver without charge to Us all such materials to Us within ten (10) days. In the event such use is not discontinued within ten (10) days following termination, We or Our agents may, without being guilty of, or liable for, trespass or tort, and without prejudice to any other rights or remedies We may have, enter the premises of Your former Launch Pad Business (or such other location where such items are located) and remove the items referred to above at Your expense;
(c) Upon termination or expiration of the Franchise Agreement, We have an option to buy any equipment, supplies, inventory or other items bearing Our trademarks at the lesser of cost or fair market value;
(d) Immediately turn over to Us in good condition, without charge to Us, the Manuals and all copies or reproductions thereof, all advertising materials, all proprietary computer software (if any), stationery and printed forms of the Franchised Business and all other Proprietary Information relating to the operation or business goodwill of the Franchised Business. If such items are not

returned within ten (10) days after termination, We or Our agents may, without being guilty of, or liable for, trespass or tort, and without prejudice to any other rights or remedies We may have, enter the premises of Your former Launch Pad Business (or such other location where such items are located) and remove the items referred to above at Your expense. If We do not recover any such item, such item shall be valued at its then replacement cost for purposes of determining the damages owing by You to Us for failure to return such item if We pursue a damage claim as a result thereof;

(e) Immediately discontinue all advertising as a Franchisee of the System, and thereafter refrain from any advertising that would indicate that You are or ever were a Franchisee or licensee of ours or otherwise affiliated with Us or the System;

(f) Immediately take such steps as may be necessary or appropriate to comply with the following:
   i. Delete any listings You may have in the Yellow Pages or any other directory and to terminate any other listings that might indicate that You are or were a franchisee or licensee of ours or otherwise affiliated with Us or the System; and
   ii. Transfer to Us or Our designee any telephone numbers used by You in connection with the Franchised Business. You acknowledge that between You and Us, We have the sale right to the interest in all telephone numbers and directory listings associated with any Proprietary Marks and You authorize Us, and hereby appoint Us and any officer or agent of ours as Your attorney-in-fact, to direct the telephone company and all listings agencies may accept such direction, or this Agreement, as conclusive evidence of Our exclusive rights in such telephone numbers and directory listings and its authority to direct their transfer;

(g) Immediately take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to Your use of any Proprietary Mark. You acknowledge that between You and Us, We have the sole right to the interest in all such fictitious or assumed names or equivalent registration and You authorize Us and hereby appoint Us and any officer or agent of ours as Your attorney-in-fact, to effect the termination or cancellation of such fictitious or assumed names or equivalent registrations should You fail or refuse to do so, and the appropriate federal, state, and local agencies may accept Your direction or this Agreement as conclusive evidence of Our exclusive rights in such fictitious or assumed names or equivalent registrations and its authority to direct their termination or cancellation;

(h) Maintain at a place made known to Us as books, records and reports required under this Agreement for a period of not less than five (5) years after the date of termination or expiration of this Agreement to allow Us to make a final inspection of Your books and records for the purpose of verifying that all amounts owing have been paid;

(i) Immediately furnish to Us all customer and client lists, data, and associated records and files; and

(j) Furnish to Us, within thirty (30) days after the effective date of termination or expiration of this Agreement, evidence satisfactory to Us regarding Your compliance with the foregoing obligations.

If You fail to do any of the foregoing, We may pursue against You and/or any guarantor of Your obligations under this Agreement any remedy available at law or in equity.

14.5 Covenant Not to Compete

You acknowledge that the Proprietary Marks, the Proprietary Information, the business and reputation associated therewith, the methods and techniques employed by Us, the training and assistance provided hereunder, and the knowledge of Our methods, operations, services, contracts (the "Know-how") and the experience acquired by You are of considerable value and would not have been acquired except through implementation of this Agreement. As a result, You agree that We possess a proprietary interest in such Know-How that You acknowledge as a trade secret owned by Us subject to a license to You for utilization during the Term. In addition, You agree that competition by persons associated with You could seriously jeopardize Us and the entire System because You have received an advantage through the knowledge of Your day-to-day operations and the Proprietary Information. In consideration of the foregoing, You agree that, except as otherwise set forth below, and except as We may otherwise approve in writing (in Our sole discretion), at all times during the Term and for a period of two (2) years following the termination of this Agreement or expiration of the Term, You, any of Your officers, directors or shareholders (if You are a corporation) or any of Your members or managers (if You are a limited liability company) or any partner of yours (if You are a partnership) ("Restricted Persons") will not do any of the following:

(a) Divert or attempt to divert any business or customers of Your former The Launch Pad Franchising, LLC Business to any competitor, by direct or indirect inducement or otherwise; or
(b) Employ or seek to employ any person who is employed by Us or any of Our other Franchisees or to otherwise directly or indirectly induce such person to leave his or her employment, without the prior written approval of the applicable employer; or
(c) Anywhere within a Seventy-Five (75) mile radius of any The Launch Pad Franchising, LLC Business in the System, directly or indirectly own, maintain, engage in, be employed by, act as a consultant or independent contractor for, loan money to, or have any interest in any other business that competes with any Franchisee in the System. In the event the duration, scope and/or geographic area set forth in the foregoing restrictions and agreements are held to be unreasonable and therefore unenforceable as to You or any Restricted Person by any court of competent jurisdiction, then the duration, scope and/or geographic area of the foregoing restrictions and agreements shall be deemed to be the maximum duration, scope and/or geographic area as shall be enforceable as to You or any Restricted Person and the foregoing restrictions shall remain in full force and effect as to such maximum duration, scope and/or geographic area.

If any Restricted Person has not signed this Agreement under the heading acceptance of Section 7.1, 9.11, 14.5 and 14.7" or is not a party to this Agreement, You agree that You will use Your best efforts to cause such Restricted Person to execute an agreement in form and substance acceptable to Us that incorporates the provisions set forth in this Section 14.5 and in Sections 7.1, 9.11 and 14.7 of this Agreement. This will be a continuing obligation on Your part and will apply to any person who becomes a Restricted Person at any time during the Term of this Agreement.

14.6 Continuing Obligations

All Our obligations that expressly survive the expiration or termination of this Agreement or by the implicit nature thereof require performance after the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding the expiration of the Term or termination of this Agreement and until they are satisfied in full by their nature expire.

14.7 Right to Use

Upon any expiration of the Term or termination of this Agreement, We will have the non-exclusive right to use and incorporate in the System, for the benefit of ourselves and other Franchisees in the System any modifications, changes and improvements developed or discovered by You or any Restricted Person in connection with the Franchised Business, without liability or obligation to the developer thereof.

14.8 Remedies

Upon violation of any of the covenants contained in this Article 14, it may be difficult to determine the resulting damages to Us, and therefore, in addition to any other remedies We may have, We will have the right to make application in a court of competent jurisdiction for temporary and permanent injunctive relief without posting a bond.

ARTICLE 15. NOTICES AND PAYMENT

All written notices, reports and payments permitted or required to be delivered by the provisions of this Agreement or of the Manuals (other than payments made by EFT under Section 5.2 above) will be deemed so delivered at the time delivered by hand, or three (3) business days after placed in the mail by registered or certified mail, return receipt requested, postage prepaid and addressed to the party to be notified or paid at the address specified on the first page of this Agreement, or at the most current principal business address of which the receiving party has given notice in accordance with this Article 15.

ARTICLE 16. CONSTRUCTION AND ENFORCEMENT

16.1 Governing Law

Except to the extent that the United States Trademark Act of 1946, as amended, (15 U.S. C. para. 1051 et seg.) or the franchising laws of any state may be applicable, this Agreement will be governed by and construed in accordance with the laws of the State of Florida (other than the choice of law provisions thereof.)

16.2 Severability and Substitution of Provisions

Except as provided to the contrary in this Agreement, each section, subsection, term and provision of this Agreement, and any portion thereof, will be considered severable and if, for any reason, any such portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, non-appealable ruling issued by any court, agency or tribunal with competent jurisdiction in a preceding to which We are a party, that ruling will not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise valid, and such other portions will continue to be given full force and effect and bind the parties hereto.

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of, or refusal to renew, this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by Us is invalid or unenforceable, the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions hereof, and We will have the right, in Our sale discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable.

You agree to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision of this Agreement, as though it was separately stated in and made a part of this Agreement, that may result from striking from any portion or portions that a court may hold to be unreasonable and unenforceable in a final decision to which We are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order. Such modifications to this Agreement shall be effective only in such jurisdiction, unless We elect to give them greater applicability, and otherwise shall be enforced as originally made and entered into in all other jurisdictions.

In addition to Our common law rights to the Mark, We have secured federal trademark registrations as follows:

Mark	Registration Number	Registration Date	Register
RevITup Enterprises, LLC	#3,728,963	9/12/2009	Principal

16.3 Waiver of Obligations

You and We may, by written instrument, mutually waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Whenever this Agreement requires Our prior approval or consent, You will make a timely written request thereof, and Our approval must be in writing unless otherwise expressly set forth herein. Unless otherwise set forth herein, Our approval or consent will not be unreasonably withheld. We make no warranties or guaranties upon which You may rely, and assume no liability or obligation to You, by granting any waiver, approval or consent to You, or by reason of any neglect, delay or denial of any request thereof. Any waiver granted by Us will be without prejudice to any other rights We may have, will be subject to continuing review by Us, and may be revoked, in Our discretion, at any time and for any reason, effective upon delivery to You of ten (10) days prior written notice. Neither You nor We will be deemed to have waived or impaired any right, power or option reserved by this Agreement (including without limitation the right to demand exact compliance with every term, condition and covenant herein or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of the Term) by virtue of:

(a) any custom or practice of the parties at variance with the terms hereof; or
(b) any failure, refusal or neglect of You or Us to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any mandatory specification, standard or operating procedure; or
(c) any waiver, forbearance, delay, failure or omission by Us to exercise any right, power or option, whether if the same, similar or different nature, with respect to other Franchises in the System; or
(d) the acceptance by Us or any affiliate of ours of any payments due from You after breach of this Agreement.

You acknowledge that We have entered into Franchise Agreements, and will in the future enter into Franchise Agreements, with third parties pursuant to which such third parties are licensed to use the Proprietary Marks and otherwise receive the benefits of the System (the ”Other Agreements"). No action taken by Us with respect to anyone or more of the Other Agreements or any party thereto will create a course of conduct that may be relied upon or asserted by You under this Agreement as a modification to

this Agreement or otherwise. We will not have any liability whatsoever to You under this Agreement by reason of Our failure to waive any of the provisions of this Agreement, or to give a consent or approval hereunder even though We may have waived such provisions or similar provisions or given similar consents or approvals under anyone or more of the Other Agreements.

16.4 Franchisee May Not Withhold Payments

You agree that You will not, on grounds of the alleged or actual nonperformance or breach by Us of any of Our obligations hereunder, withhold payment of any Royalty Fees, Marketing Development Fund Contributions, amounts due to Us or any of affiliates for goods and/or services purchased by You, or any other amounts due to Us or to any of Our affiliates.

16.5 Dispute Resolution

(a) The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement, the operation of Your Franchise, or the relationships created by this Agreement to non-binding mediation prior to bringing such claim, controversy or dispute in a court or before any other tribunal. The mediation will be conducted through an individual mediator selected by the Franchise Arbitration and Mediation Association ("FAM"), in accordance with its rules governing mediation, at Our corporate offices in Oldsmar, Florida. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), will be borne by the parties equally if the mediation was initiated by Us or will be borne by You if the mediation was initiated by You. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then either party may bring an arbitration proceeding under Section 16.5(b) below to resolve such claim, controversy or dispute, unless such time period is extended by written agreement of the parties. Notwithstanding the foregoing, We may bring an action (1) for monies owed, or (2) for injunctive or other extraordinary relief, in a court having jurisdiction and in accordance with Section 16.5(i) below, without first submitting such action to mediation;

(b) The parties agree that any claim, controversy or dispute not settled by mediation and arising out of or relating to this Agreement, the operation of Your Franchise, or the relationships created by this Agreement, will be finally settled in arbitration. The parties expressly agree that no such arbitration will be conducted on a class-wide or group basis. We will select one arbitrator and You will select one arbitrator, and the two arbitrators will select a third. The arbitration proceedings will be conducted in accordance with and will be subject to the Franchise Arbitration and Mediation Association's rules governing commercial arbitration, in Oldsmar, Florida. Notwithstanding the foregoing, We may bring an action (1) for monies owed, or (2) for injunctive or other extraordinary relief, in a court having jurisdiction and in accordance with Section 16.5(i) below, without first submitting such action to arbitration;

(c) With respect to any claims controversies or disputes between the parties which are not finally resolved through mediation or arbitration, You hereby irrevocably submit yourself to the jurisdiction of the state courts of Pasco County, Florida and the Federal District Court for the West Central Region of Florida. You hereby waive all questions of personal jurisdiction for the purpose

of carrying out this provision. You hereby agree that service of process may be made upon You in any such proceeding by any means allowed by Florida or federal law. You further agree that venue for any such proceeding shall be Pasco County, Florida; provided, however, with respect to any action (1) for monies owed, or (2) for injunctive or other extraordinary relief, We, may bring such action in any state or federal district court which has jurisdiction. With respect to all claims, controversies, disputes or actions (including arbitrated matters), this Agreement will be interpreted and construed under Florida law (except for Florida choice of law rules);

(d) The parties acknowledge that their agreement regarding applicable state law and forum set forth in Section 16.1 above, provide each of the parties with the mutual benefit of uniform interpretation of this Agreement, and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. You and We further acknowledge the receipt and sufficiency of mutual consideration for such benefit;

(e) The parties acknowledge that the execution of this Agreement and acceptance of the terms by the parties occurred in Oldsmar, Florida, and further acknowledge that the performance of certain of Your obligations arising under this Agreement, including the payment of monies due hereunder and the satisfaction of certain training requirements, will occur in Oldsmar, Florida;

(f) Without limiting any of the foregoing, We reserve the right, at any time, to create a dispute resolution program and related specifications, standards, procedures and rules for its implementation, to be administered by Us or Our designees, for the benefit of all Franchisees conducting business under the System. The standards, specifications, procedures and rules for such dispute resolution program will be made part of the Manuals, and if made part of the Manuals, on either a voluntary or mandatory basis, You must comply with all such standards, specifications, procedures and rules in seeking resolution of any claims, controversies or disputes with or involving Us or other Franchisees, if applicable under the program. If such dispute resolution program is made mandatory, then the parties agree to submit any claims, controversies or disputes arising out of or relating to this Agreement or the relationships created by this Agreement for resolution in accordance with such dispute resolution program before seeking resolution in the manner described in Sections 16.5(a), (b) and (c) (provided that the provisions of Sections 16.5(a), (b) and (c) concerning Our right to seek relief in a court for certain actions including for injunctive or other extraordinary relief will not be superseded or affected by this Section 16.5(f) or if such claim, controversy or dispute relates to another Franchisee, You agree to participate in the program and submit any such claims, controversies or disputes in accordance with the program's standards, specifications, procedures and rules before seeking resolution of such claim by any other judicial or legally available means;

(g) The parties hereby waive to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them, recovery of damages shall be limited to the recovery of any actual damages sustained;

(h) This Section 16.5 will be self-executing and shall remain in full force after expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise

notwithstanding such failure to appear; and

(i) The obligation to arbitrate or mediate shall not be binding with respect to claims relating to Our Proprietary Marks or Proprietary Information or requests by either You or Us for temporary restraining orders, or other procedures in a court of imminent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable harm pending final resolution of the dispute by arbitration.

16.6 Remedies Are Cumulative

The rights and remedies of the parties hereunder are cumulative and no exercise or enforcement by either party of any right or remedy hereunder shall preclude the exercise or enforcement by such party of any other right or remedy hereunder shall preclude the exercise or enforcement by such party of any other right or remedy hereunder or to which such party may be entitled by law to enforce.

16.7 Attorneys' Fees and Costs

If any legal action or arbitration proceeding shall be instituted to interpret or enforce the terms and conditions of this Agreement or to terminate this Agreement or to recover any damages hereunder, or if a claim for amounts owed by You to Us or any of Our affiliates is asserted in any arbitration or legal proceeding before a court of competent jurisdiction, the prevailing party shall be entitled to recover its costs and expenses incurred thereby including, but not limited to, its reasonable attorneys' fees, arbitrator's compensation and expenses, and other costs as determined by the court or arbitrator.

16.8 Binding Effect; Modification

This Agreement is binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, permitted assigns and successors in interest. No amendment, change or modification of this Agreement shall be binding on any party unless executed in writing by You and Us.

NO FRANCHISE SALES REPRESENTATIVE OF OURS HAS THE RIGHT OR AUTHORITY TO MAKE ANY ORAL OR WRITTEN AMENDMENT OR MODIFICATION TO THIS AGREEMENT, AND ANY PURPORTED AMENDMENT OR MODIFICATION MADE BY SUCH REPRESENTATIVE SHALL NOT BE BINDING UPON ANY OF THE PARTIES HERETO.

16.9 Acknowledgments

You acknowledge that You have conducted an independent investigation of Your Franchise and recognize that its success involves substantial risks, and will largely depend upon Your ability. We disclaim making any warranty or guarantee, express or implied, as to the potential volume, profits or success of Your Franchise or any The Launch Pad Franchising, LLC Business;
Franchisee is basing Franchisee's decision to purchase this license, in full, upon statements and representations contained in this Agreement and The Launch Pad Franchising, LLC Franchise Disclosure Document and upon facts obtained pursuant to Franchisee's own investigation. Franchisee is not relying upon any statements or any information received either directly or indirectly from Franchisor or any person acting or purporting to act on behalf of Franchisor which information or statements are not contained in this Agreement or The Launch Pad Franchising, LLC Franchise Disclosure Document or otherwise in writing and signed by an officer of Franchisor. Franchisee has not received any earnings claims or financial performance information, directly or indirectly, from Franchisor excepting only such information as may be contained in Item 19 of The Launch Pad Franchising, LLC Franchise Disclosure

Document;

Franchisee is not currently a party to or subject to any contract or agreement, including any other franchise agreement, employment agreement or any covenant not to compete which would directly or indirectly be breached by entering into this Agreement or which would directly or indirectly prohibit or restrict Franchisee's signing of this Agreement or performance thereunder;

Franchisee is executing this Agreement and purchasing the license herein for Franchisee's own account and not as an agent or representative of another (unless for an Entity otherwise named herein and in compliance herewith);

Franchisee intends to be actively involved in the Licensed Business for the entire term of this Agreement and knows of no reason that he/she might become a passive owner;

Nothing in this Agreement shall be construed to give Franchisee any rights as a third party beneficiary or otherwise arising out of any similar or other agreement(s) between Franchisor and any other franchisee(s). Nothing in this Agreement shall be construed to give to any other franchisee or any other person any rights arising out of this Agreement. Any action or inaction by Franchisor with regard to any other franchisee's performance or non-performance as to any term of this or any similar agreement shall not give rise to any claims or rights in favor of Franchisee under this Agreement.

Except as otherwise specified herein, this Agreement shall be governed by and construed under the laws of the state or province in which the Licensed Business is located.

Franchisee has received a copy of this Agreement and The Launch Pad Franchising, LLC Franchise Disclosure Document at least ten (10) days before signing this Agreement or paying any fee to Franchisor. Franchisee has received a complete copy of this Agreement and all exhibits and addenda, with all material blanks filled in, at least five (5) days before signing this Agreement. Franchisee has been encouraged and provided ample opportunity to consult an attorney or other advisor(s) of its own choosing before entering into this Agreement.

You acknowledge that You have read and understand this Agreement and the related Exhibits, and that We have afforded You sufficient time and opportunity to consult with advisors selected by You about the potential benefits and risks of entering into this Agreement;

You acknowledge receipt of this Agreement, with all blanks completed and with any amendments and exhibits at least five (5) business days prior to execution of this Agreement. In addition, You acknowledge receipt of Our Uniform Franchise Disclosure Document at the earliest of (a) the first personal meeting between You and Us (or Our agent) at which time the sale or Possible sale of a Franchise to You was discussed, or (b) ten (10) business days prior to the execution of this Agreement or Your payment of any money to Us or Our agent.

16.10 Rules of Construction Entire Agreement

This Agreement, the documents referred to herein, and the Exhibits attached hereto constitute the entire, full and complete agreement between the parties concerning the Subject matter hereof and supersede all prior agreements. There are no representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein or in the Franchise Disclosure Document previously delivered to You, or that are of any force or effect with reference to this Agreement or otherwise. All recitals contained in, and the Exhibits attached to this Agreement shall be deemed a part hereof. Article, section or paragraph headings are for reference purposes only and shall not in any way

modify or limit the provisions contained in any article, section or paragraph. All words in this Agreement shall be deemed to include any number or gender as the context requires.

16.11 Terminology

In addition to any other definitions or meanings set forth herein, the following terms shall have the following meanings as used herein and shall be deemed to include all persons who succeed to the interest of the original.

(a) the term "affiliate" means any person who, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with any person; and

(b) the term "person" means any natural person, corporation, partnership, trust or other entity or form of organization; and.

(c) the term "will" and “shall” shall be synonymous and shall be mandatory and not discretionary unless otherwise specifically provided herein; and

(d) the use of the terms "includes" and "including" in any provision of this Agreement followed by specific examples used shall not be construed to limit application of the provision to the specific examples used; and

(e) if two or more persons or entities are at any time the Franchisee hereunder, their obligations and liabilities to Us shall be joint and several.

16.12 Counterparts

This Agreement may be executed in multiple counterparts, but all such counterparts shall constitute but one and the same Agreement.

16.13 Offerings

If You are a corporation, partnership or other entity and if You intend to offer securities, partnership interests or other ownership interests in yourself through any public or private offering, You shall not use any Proprietary Marks in such public or private offering, except to reflect Your franchise relationship with Us, nor shall You misrepresent, by any statement or omission of an essential statement, Your relationship with Us. You shall indemnify and hold Us harmless from any liability in connection with such offering. Nothing in the foregoing shall modify the provisions of Article 12 of this Agreement and no such offering shall be made without first complying with any applicable provisions of Article 12 of this Agreement.

16.14 Time

Time is of the essence of each and every provision of this Agreement.

IN WITNESS WHEREOF, The Launch Pad and the Franchisee have executed this Area Development Agreement intending to be legally bound as of the day and year written below.

Franchisee:

_____

Address:

_____

_____

_____

Signature

_____

Print name

_____

Date

_____

Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11059 Countryway Blvd
Tampa, Florida 33626
(813) 448-7100

_____

Signature

_____

Print name

_____

Date

THIS AGREEMENT WILL NOT BE EFFECTIVE UNLESS AND UNTIL SIGNED BY A CORPORATE OFFICER OF THE FRANCHISOR. NO FIELD REPRESENTATIVE OR FRANCHISE SALES REPRESENTATIVE IS AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE FRANCHISOR. THE FRANCHISEE IS ADVISED NOT TO INCUR ANY EXPENSE OR OBLIGATION WITH RESPECT TO THE PROPOSED FRANCHISED BUSINESS UNTIL THE FRANCHISEE HAS RECEIVED A FULLY EXECUTED COPY OF THIS FRANCHISE AGREEMENT FROM THE FRANCHISOR.

If the Franchisee is a corporation or a limited liability company, this Agreement will not be enforceable by the Franchisee until the Franchisee furnishes to the Franchisor a resolution, certified by the Secretary of the corporation, or an equivalent document certified by manager of the limited liability company, authorizing the Franchisee to enter into this Agreement, and completes the following information:

(A) Name and address of each shareholder or member of the Franchisee holding ten percent (10%) or more of any class of stock or ownership interest:

NAME	ADDRESS	NO. OF SHARES	CLASS

PLEASE NOTE: EACH OF THE PERSONS NAMED ABOVE AND THEIR SPOUSES, IF MARRIED, ARE REQUIRED TO EXECUTE AND DELIVER TO THE FRANCHISOR THE GUARANTY ATTACHED HERETO AS EXHIBIT C.

(B) Address where the Franchisee's corporate records are maintained:

_____

_____

EXHIBIT A

TERRITORY AND DECLARATIONS

1. TERRITORY

Franchisee's designated Territory shall be defined as follows:

The geographic boundaries by US Zip Code (all geographic boundaries shall be as they exist on the date of this Agreement): _____

_____

_____

_____

_____

_____

The estimated SBE population of the Territory is: _____

Map(s): Please see map(s) beow.

2. PREMISES.

The only Premises from which the Agency is to be operated pursuant to Section 1.3 of the Agreement is:

_____

_____

EXHIBIT B

FRANCHISEE OWNERSHIP AND MANAGEMENT INFORMATION

1. Form of Entity of Franchisee.

2. Corporation. Franchisee was incorporated on_____, under the laws of the State of_____. It has not conducted business under any name other than its corporate name. The following is a list of all of Franchisee's directors and officers as of_____, 20_____.

Name of Each Director/Officer	Position(s) Held
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(b) Partnership. Franchisee is a general/limited partnership formed on _____ under the laws of the State of _____. It has not conducted business under any name other than its partnership name. The following is a list of all of Franchisee's general/limited partners as of _____, 20_____.

Name of Each General/Limited Partner (Identify the Managing General Partner)
_____
_____
_____
_____
_____

3. Owners. Franchisee and each of its owners represents and warrants that the following is a complete and accurate list of all owners of Franchisee, including the full name and mailing address of each owner, and fully describes the nature and extent of each owner's interest in Franchisee. Franchisee and each owner as to his ownership interest, represents and warrants that each owner is the sole

and exclusive legal and beneficial owner of his ownership interest in Franchisee, free and clear of all liens, restrictions, Franchise Agreement and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

Owner's Name and Address	Description of Interest, Including Percentage of Ownership Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT C

PERSONAL GUARANTEE AND AGREEMENT TO BE BOUND PERSONALLY BY THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement by The Launch Pad Franchising, LLC, a Florida corporation ("Franchisor") and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Franchise Agreement, to be paid, kept and performed by the Franchisee, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including but not limited to the noncompete provisions in subparagraph 9.11 and in subparagraph 14.5, and agree that this Personal Guarantee will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of this Franchise Agreement.

The undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the franchisee or any other person as a condition of liability.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against the franchisee or any other person; and (2) such liability will not be diminished, relieved or otherwise affected by franchisee's insolvency, bankruptcy or reorganization, invalidity, illegality or unenforceability of all or any part of the Franchise Agreement, or the amendment or extension of the Franchise Agreement with or without notice to the undersigned.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee will insure to the benefit of our successors and assigns

FRANCHISEE: _____

PERSONAL GUARANTORS:

Franchisee:	**Franchisee:**
_____	_____
Address:	**Address:**
_____	_____
_____	_____
_____	_____
Signature	Signature
_____	_____
Print name	Print name
_____	_____
Date	Date

EXHIBIT D

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned,("Assignor") hereby assigns, transfers and sets over unto The Launch Pad Franchising, LLC, a Florida limited liability company, ("Assignee") all of Assignor's rights, title and interest as tenant in, to and under that certain lease, respecting Premises at _____ This Agreement is for collateral purposes only and except as specified herein, Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment of the Lease unless Assignee takes possession of the Premises pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the Premises.

Upon a default by Assignor under the Lease or under the franchise agreement for a The Launch Pad Franchising, LLC business between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee will have the right and is hereby empowered to take possession of the Premises, expel Assignor therefrom, and, in such event, Assignor will have no further right, title or interest in the Lease.

Assignor agrees it will not allow or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it may elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that such option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the, Lease as stated herein, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting such extension of renewal.

Franchisee:

_____

Address:

_____

_____

_____
Signature

_____
Print name

_____
Date

EXHIBIT E

CONSENT AND AGREEMENT OF LESSOR

This Rider is attached to and is part of that certain Lease, by and between: _____ _____(Lessor) and _____ (Lessee) dated _____ for the premises located at: _____,

A. CONDITIONAL ASSIGNMENT: Lessee hereby conditionally assigns all of the Lessee's rights, title and interest in this lease to The Launch Pad Franchising, LLC (hereinafter, "Franchisor"). This assignment shall become effective only upon occurrence of both of the following conditions:

l. Termination of The Launch Pad Franchise Agreement between Franchisor and Lessee as Franchisee for the operation of a The Launch Pad franchise within the leased premises, and

2. Exercise by Franchisor of its option to assume the obligations of and to replace Lessee as the lessee under this lease as provided in the said Franchise Agreement within fifteen (15) days after termination of said Franchise Agreement.

The undersigned Lessor under the aforedescribed Lease hereby:

(a) Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;

(b) Agrees that Assignee will have the right, but not the obligation, to cure any default by Assignor under the Lease within 30 days after delivery by Lessor of notice thereof in accordance with Paragraph (a) above. Lessee agrees that at such time as Franchisor exercises its option to become the Lessee under this lease, Lessee will immediately vacate the demised premises without removing any fixtures, parts, or accessories except as authorized in the Franchise Agreement and Lessor will permit Franchisor to enter upon and take possession of the demised premises. Lessor will cooperate in all legal action necessary to remove lessee if lessee refuses to vacate premises.

(c) Consents to the foregoing Collateral Assignment and agrees that if Assignee takes possession of the Premises and confirms to Lessor the assumption of the Lease by Assignee as tenant thereunder, Lessor will recognize Assignee as tenant under the Lease, provided that Assignee cures within such 30-day period the defaults of Assignor under the Lease;

(d) Agrees that Assignee may further assign the Lease or its interest therein or sublet the Premises to a person, firm or corporation who is a Launch Pad Franchisee who is reasonably acceptable to Lessor. In the case of an assignment, Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise. In the case of an assignment or sublease, this Consent and Agreement of Lessor will continue to apply with respect to any such subsequent

Launch Pad franchisee.

B. **OPTION TO RENEW:** In the event that Lessee fails to exercise any option which he might have under the lease to renew same prior to the expiration thereof, Lessor agrees to notify Franchisor in writing of lessee's failure to renew the lease and Franchisor shall then have fifteen (15) days from the receipt of such notice to exercise any option to renew and replace Lessee as the lessee under the lease.

IN WITNESS WHEREOF, The Launch Pad and the Franchisee have executed this Lease Conditional Assignment intending to be legally bound as of the day and year written below.

STATE OF _____)
COUNTY OF _____) ss
On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this _____ day of _____ 20_____.

_____
Notary Public in and for the State of _____
residing at _____
My appointment expires: _____

Assignor/Franchisee:

_____

By:_____

Title: _____

(Affix Corporate Seal, if any)

Date:_____

(Signatures Continue on the Next Page)

STATE OF _____)
COUNTY OF _____) ss
On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this _____ day of _____ 20_____.

_____
Notary Public in and for the State of _____
residing at _____
My appointment expires: _____

LESSOR:

_____

By:_____

Title:_____
(Affix Corporate Seal, if any)

Date:_____

EXHIBIT F

CONTROL PERSON ADDENDUM

1. Control Person. Franchisor requires that Franchisee's Agency at all times be under its designated Control Person's direct supervision. Franchisee represents and warrants to Franchisor that the following person, and only the following person, is the Control Person:

NAME	TITLE	ADDRESS

2. Control Person's Responsibilities. Franchisee's Control Person must meet Franchisor's standards and requirements. Franchisee's Control Person is the individual who has the authority to actively direct Franchisee's business affairs regarding the Agency, is responsible for overseeing the general management of the Agency and has authority to sign all contracts. Prior to there being any change to Franchisee's designated Control Person, Franchisee must provide Franchisor with advance written notice of this change and Franchisor must confirm that Franchisee's proposed replacement Control Person meets Franchisor's then-current Control person standards and requirements.

3. Default of the Franchise Agreement. Franchisee will be in default of its obligations under the Franchise Agreement if any of the following occur: (i) at anytime during the term of the Franchise Agreement Franchisee's Agency is not under its designated Control Person's direct supervision, (ii) Franchisee designates a replacement Control Person without first providing Franchisor with notice of this change, or (iii) any replacement Control Person does not meet Franchisor's then-current Control Person standards and requirements. Upon any of these occurrences, Franchisor will have the right, after providing Franchisee with advance written notice of the default and a I5-day opportunity to cure the default, to terminate the Franchise Agreement.

Franchisee:

_____

Address:

_____

_____

_____

Signature

_____

Print name

_____

Date

EXHIBIT G

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

1. Purpose of this Agreement. THIS AGREEMENT has been entered this ____ day of _____ 201__. It is by and between The Launch Pad Franchising, LLC, a Florida corporation (jointly and severally "we", "us"), (the "Franchisor") with existing principal offices at 11051 Countryway Blvd, Tampa FL 33626 and _____ ("you").

We own proprietary ideas and other confidential information related to the ownership and operation of "The Launch Pad" technology services businesses and franchises under our service marks, trade names, programs, and systems using the names "RevITup Business Care", "The Launch Pad" and "The Launch Pad" logo. We and our franchisees offer and sell managed technology services with fixed monthly service contracts and related products and services under the Service Marks and our programs and systems. Through rigorous testing and training, we have developed a unique and uniform concept of materials and service. We have certain rights to and intend to continue to develop products, services, valuable goodwill, expertise, proprietary ideas, confidential information, service marks, methods, procedures, techniques, guidelines, and materials connected with the operation, promotion, and advertising of our air freshener business (collectively these are called the "Method of Operation").
You and we desire to discuss various potential mutually beneficial opportunities and associations related to business management, sales, services, materials and supplies, computer software, and related concepts and potentially to enter into related commercial relationships. In the course of these discussions and our relationship it will be necessary for us to disclose Confidential Information to you.

THEREFORE, in consideration of the following mutual promises and covenants, the parties agree as Follows:

1 PROTECTION OF CONFIDENTIALITY

1.1 Confidential Information Defined. In this Agreement, "Confidential Information" will mean:

(a) Any information that relates to our proprietary ideas, trade secrets, business, products, technology, customers, finances, plans, proposals, or practices, including, but not limited to, plans and specifications for new and existing products, discoveries, ideas, know-how, research and development, inventions, techniques, marketing strategies, customer lists, financing sources and suppliers, non-public financial information, budgets, data, and projections;

(b) Our proprietary information and information we mark or designate as confidential;

(c) Information, whether or not in written form and whether or not designated as confidential, which is known to you as being treated by us as confidential;

(d) Information provided to us by third parties, which we are obligated to keep confidential. The Confidential Information will include information in any form in which such information exists, whether oral, written, film, tape, computer disk, digital, or other form of media.

1.2 Our Exclusive Property. You acknowledge and agree that our Method of Operation and all Confidential Information are and will continue to be our sole and exclusive property, whether or not disclosed or entrusted to you in connection with your relationship with us. Nothing in this Agreement will give you or others any right, title, or interest whatsoever in or to them. The Confidential Information will be considered our trade secrets and will be entitled to all protections provided by applicable law to trade secrets.

1.3 Conflicting or Competing Interests. Neither you nor your owners, shareholders, members, partners, directors, officers, managers, employees, consultants, distributors, or agents, nor the members of your or their immediate families or households (who have access to or knowledge of the Confidential Information or Method of Operation), will directly or indirectly participate as an owner, shareholder, partner, director, officer, employee, consultant, distributor, or agent, or serve in any other capacity in any business (including business being or to be formed) engaged or to be engaged in the offering or sale or rental of products or services that are the same as, or substantially similar to, the products and services that are part of the Method of Operation.

You will assure that you and your owners, shareholders, partners, directors, officers, employees, and agents, and the members of their immediate families or households (who have actual knowledge of or access to the Operations Manual or Method of Operation), will not directly or indirectly participate as an owner, shareholder, director, partner, officer, employee, consultant, franchisor, franchisee, distributor, advisor or agent, or serve in any other capacity in any business engaged directly or indirectly in the offer, sale, rental, Internet dissemination, or promotion of IT support or Managed Services or any business that offers products or services that are essentially the same as, or substantially similar to, the products and services that are part of the Method of Operation. This covenant applies within a 75-mile radius of any location where we operate or have granted the franchise to operate a The Launch Pad business, within the state where you are located, and within the United States of America.

2 COVENANT OF NON-DISCLOSURE

You specifically acknowledge that you will receive valuable specialized and Confidential Information, including information regarding our operational, materials, supplies, sales, promotional and marketing methods and techniques and the Method of Operation. You agree not to disclose Confidential Information to any third party and to limit disclosure within your association to designated employees approved by us. Disclosures to designated employees will be done on a “need to know” basis to the extent necessary for them to perform the duties of their employment with you. Unless required by court order or applicable law, you agree not to copy, download, send, or divulge any Confidential Information directly or indirectly to any other person or enterprise outside of our system.

You will never communicate, divulge, or use in any manner, either for your benefit or the benefit or any
other person, persons, partnerships, associations, companies or corporations any Confidential Information or proprietary information, knowledge or know-how concerning the Method of Operation or any information we have communicated to you in written, verbal or electronic form, including intranet passwords, for the operation of your business.

3 COVENANT OF NON-USE

You agree not to use Confidential Information or the Method of Operation, except as authorized by us. You will obligate your owners, board of directors, your employees, and your agents to the same non-use covenant. We must approve in writing any use of Confidential Information or Method of Operation by you or your owners or your directors or employees.

4 RECIPROCAL OBLIGATION

Should discussions between you and us require or entail disclosure of any of your confidential or proprietary information to us, we agree to the same obligations of confidentiality and non-use as are imposed on you by this Agreement.

5 MISCELLANEOUS

5.1 Duration. The obligations set forth in this Agreement will continue during and beyond the term of your relationship with us and for as long as you possess Confidential Information.

5.2 Waiver. A waiver of any breach of any provision, term, covenant, or condition of this Agreement will not be a waiver of any subsequent breach of the same or any other provision, term, covenant, or

condition. Any waiver to this Agreement's provisions must be made in signed writing by the granting party.

5.3 Construction. This document is the entire agreement between the parties. It supersedes all prior or contemporaneous written and oral agreements or understandings with respect to the subject matter of this Agreement. It may not be modified or amended except by signed written agreement. This Agreement benefits and binds the respective heirs, executors, administrators, successors, and assigns of the parties.

5.4 Enforcement. The prevailing party (the party who recovers the greater relief) in any arbitration, insolvency proceeding, bankruptcy proceeding, suit, or action to enforce this Agreement will recover its arbitration, proceeding, and court costs and reasonable attorney fees. These will be set by the arbitration, proceeding, or court, including costs and attorney fees on appeal or review from the arbitration, proceeding, suit, or action. If, for any reason, any provision set forth in this Agreement exceeds any lawful scope or limit as to duration, geographic coverage, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. The duration, geographic coverage and scope allowable by law or court of law shall apply to this Agreement.

5.5 Acknowledgments. No person has made any other representation that is not expressly set forth in this Agreement to induce you to accept and execute this Agreement.

SIGNATURES IN WITNESS, the parties have executed this Agreement on the date written above.

Franchisee:

_____

Address:

_____

_____

_____
Signature

_____
Print name

_____
Date

EXHIBIT H

ACKNOWLEDGEMENT ADDENDUM TO THE LAUNCH PAD FRANCHISING, LLC FRANCHISE AGREEMENT

Acknowledgments and Representations.

1. You acknowledge and represent that you have read this Agreement and our disclosure document and understand and accept the provisions of this Agreement as being reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at all The Launch Pad Franchising, LLC franchised by us and to protect and preserve the goodwill of the Marks. (___) Yes (___) No.
If no, please comment:_____

2. You acknowledge that you have conducted an independent investigation of the business venture contemplated by this Agreement and you recognize that, like any other business, the nature of the business contemplated by this Agreement may change over time, that an investment in a The Launch Pad Franchising, LLC involves business risks, and that the success of the venture is largely dependent upon your business abilities and efforts. . (___) Yes (___) No.
If no, please comment:
_____

3. You acknowledge and understand that any information relating to the sales, profits or cash flows of The Launch Pad Franchising, LLC operated by us or our Affiliates, or our franchisees that is contained in our disclosure document and other materials is intended only to be an indication of historical performance of certain The Launch Pad Franchising, LLC and NOT of potential future financial performance. (___) Yes (___) No.
If no, please comment:
_____

4. Except for any earnings claim included in Item 19 in our uniform franchise disclosure document, we expressly disclaim the making of, and you acknowledge that you have not received or relied on, any express or implied warranty or guarantee as to the revenues, profits or success of the business venture contemplated by this Agreement. (___) Yes (___) No.

If no, please comment:

_____

5. You acknowledge and understand that our officers, directors, employees and agents are acting only in a representative and not a personal capacity in their dealings with you. You also acknowledge and represent that you have not received or relied on any representations about us or our franchise program or policies from us or our officers, directors, employees or agents that are contrary to the statements made in our uniform franchise disclosure document or to the terms of this Agreement. (___) Yes (___) No.

If no, please comment:

_____

6. You represent to us, as an inducement to your entry into this Agreement, that all statements in your application for the rights granted in this Agreement are accurate and complete and that you have made no misrepresentations or material omissions in obtaining these rights.

(___) Yes (___) No.

If no, please comment:

_____

7. You acknowledge that you received a copy of this Agreement, all applicable addenda thereto, and any other related agreements with us or our Affiliates at least 5 business days prior to the date on which this Agreement was executed. You further acknowledge that you have received our disclosure document at least 10 business days prior to the date on which this Agreement was executed.

(___) Yes (___) No.

If no, please comment:

_____

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Franchisee:

_____
Signature

_____
Print name

_____
Date

Franchisee:

_____
Signature

_____
Print name

_____
Date

APPROVED ON BEHALF OF
The Launch Pad Franchising, LLC

By: _____

_____
Print name

_____
Date

Exhibit C – List of Current and Former Franchisees

Exhibit C – List of Current and Former Franchisees

List of Current and Former Franchisees

As We are a new franchisor, We do not have any current franchisees as of the issuance of this document

As We are a new franchisor, We do not have any former franchisees as of the issuance of this document

Exhibit D – Operations Manual Table of Contents

TABLE OF CONTENTS OF OPERATIONS MANUAL
Topic

Chapter 1 - Overview
- Section 1 – Introduction
- Section 2 – Our Mission & Philosophy
- Section 3 – What's in the Box

Chapter 2 – Let's Get it Started
- Section 1 – Business Structure & Legals
- Section 2 – Business Requirements
- Section 3 – Franchise Requirements
- Section 4 – The Plan
- Section 5 – Setting up Shop
- Section 6 – Systems up Checklist
- Section 7 – Partner Up
- Section 8 – Jumpstart Sales with eProspector
- Section 9 – SuccessMetrix™ Chart of Accounts
- Section 10 – Philosophy of Sustained Prosperity

Chapter 3 – Training & RevITup U™
- Section 1 – Pre-Training Checklist
- Section 2 – Training Jump Start
- Section 3 – RevITup U™
- Section 4 – The Program
- Section 5 – The RevITup SOP Kit | Business Manual-in-a-Box

Chapter 4 – Building the Team
- Section 1 – The Players – SuccessMetrix Org Chart
- Section 2 – TeamBuilder Toolbox & Online Portal
- Section 3 – TLP Team Roles
- Section 4 – New Hire Paperwork & Forms
- Section 5 – HR Management, Payroll & Taxes
- Section 6 – RevITup SuccessHire System
- Section 7 – Client Solutions Team – Fanatical Service

Chapter 5 – Learning the Tools
- Section 1 – ConnectWise System – Professional Services Automation
- Section 2 – Remote Monitoring Toolkit
- Section 3 – TruMethods – Sales Partnership
- Section 4 – Financial Benchmarking - Corelytics
- Section 5 – HR- Manage to Win
- Section 6 – RevITup SuccessHire System
- Section 7 – Client Solutions Team – Fanatical Service

Chapter 6 – RevITup Business Care Series™
- Section 1 – RevITup Business Care Core™ Series
- Section 2 – RevITup Business Care BDR™ Series
- Section 3 – RevITup Business Care WebSentry™ Series
- Section 4 – RevITup Business Care VirtualGreen Office™ Series
- Section 5 – RevITup Business Care SilverCloud ™ Series
- Section 6 – RevITup Web Services LiveHost ™ Series

Section 7 – RevITup Professional Service Series
Section 8 – The RevITup Brand Philosophy – Package & Sell

Chapter 7 – Sales
Section 1 – Managed Services Sales Specialist
Section 2 – RevITup MSP Sales Dynamics
Section 3 – Our Secret Sauce – Your Success
Section 4 – Building Proposals That Close – SuccessMetrix™ Templates
Section 5 – Client Alignment & Relationship Building
Section 6 – Vertical Alignment & Sales Engagement
Section 7 – The Sales Meeting
Section 8 – Sales SuccessMetrix™
Section 9 – RevITup Sales Training Program

Chapter 8 – RevITUp Marketing
Section 1 – Our Marketing Universe – Top-down & Automated
Section 2 – Marketing Map
Section 3 – Meet The Home Team
Section 4 – Website & Social Media System
Section 5 – Marketing Automation System
Section 6 – Lead Generation & Nurturing
Section 7 – Templates for Success – PowerPoint Universe
Section 8 – Sales & Marketing – A Love Story

Chapter 9 – Service Client Solutions Team
Section 1 – The CSM Service Philosophy
Section 2 – RMM Partner Relations
Section 3 – Service Management
Section 4 – Ticket Management
Section 5 – Help Desk & Support
Section 6 – The Projects
Section 7 – Client Relations & New Client Onboarding
Section 8 – Client Retention
Section 9 – Vendor Partner Engaging Building
Section 10 – Team Building

Chapter 10– Running the Show
Section 1 – Business Planning
Section 2 – The Ringmaster
Section 3 – Administration
Section 4 – Business Process Automation
Section 5 – The Plan
Section 6 – Employee Training – Monthly
Section 7 – Business Networking
Section 8 – Giving Back – Community Initiatives

Appendix A - Human Resources

Appendix B – SuccessMetrix™

Appendix C – The Toolbox

Appendix D – Our Partners

Exhibit E – Our Agents for Service of Process

Exhibit E – Registered Agents

Franchisor's agents for service of process are as follows:

California:
Commissioner of Corporations
1390 Market Street, Suite 800
San Francisco, California 94102

Connecticut:
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, CT 06103

Delaware:
Mr. Richard H. (Rick) Bell, President
Harvard Business Services, Inc.
25 Greystone Manor
Lewes, Delaware, 19958-9776

Florida:
Department of Agriculture & Consumer Services
Division of Consumer Services
P.O. Box 6700
Tallahassee, FL 32314-6700

Hawaii:
Business Registration Division
Department of Commerce and Consumer Affairs
1010 Richards Street
Honolulu, HI 96813

Illinois:
Illinois Attorney General
Office of Attorney General
500 S Second
Springfield, IL 92796

Indiana:
Indiana Secretary of State
201 State House
Indianapolis, IN 46204

Iowa:
Director of Regulated Industries Unit
Iowa Securities Bureau
340 Maple
Des Moines, IA 50319-0066

Maryland:
Maryland Securities Commissioner
200 St. Paul Place, 20th Floor
Baltimore, MD 21202-2025

Michigan:
Franchise Administrator
Michigan Department of Attorney General
670 Law Building
Lansing, MI 48913

Minnesota:
Minnesota Commissioner of Commerce
133 East Seventh Street
St. Paul, MN 55101

Nebraska:
Department of Banking & Finance
1200 N Street, Suite 311
P.O. Box 95006
Lincoln, NE 68509

New York:
New York Secretary of State
41 State Street
Albany, NY

North Dakota:
Franchise Examiner
Office of Securities Commissioner
600 East Boulevard, Fifth Floor
Bismarck, ND 58505

Oregon:
Director
Department of Consumer and Business
Services, Corporate Securities Section
Labor and Industries Building
Salem, OR 97310

Rhode Island:
Chief Securities Examiner
Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota:
Franchise Administrator
Division of Securities
118 West Capitol
Pierre, SD 57501

Texas:
Secretary of State
P.O. Box 12887
Austin, TX 78711

Virginia:
Clerk
State Corporation Commission
1300 E Main Street, 1st Floor
Richmond, VA 23219

Washington:
Director
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98501-9033

Wisconsin:
Franchise Administrator
Division of Securities
Department of Financial Institutions
PO Box 1768
Madison, WI 53701

Exhibit F – State Agencies

Exhibit F - State Agencies

The State agencies involved with franchising are as follows:

California:
Commissioner of Corporations
1515 K Street, Suite 200
Sacramento, California 95814-4052

Connecticut:
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, CT 06103-1800

Florida:
Department of Agriculture & Consumer Services
Division of Consumer Services
P.O. Box 6700
Tallahassee, FL 32314-6700

Hawaii:
Business Registration Division
Department of Commerce and Consumer Affairs
P.O. Box 40
Honolulu, HI 96810

Illinois:
Illinois Attorney General
Office of Attorney General
500 S Second
Springfield, IL 92796

Indiana:
Franchise Section
Secretary of State
302 West Washington Street
Indianapolis, IN 46204

Iowa:
Director of Regulated Industries Unit
Iowa Securities Bureau
340 East Maple
Des Moines, IA 50319-0066

Maryland:
Office of the Attorney General
Securities Division
200 St. Paul Place, 20th Floor
Baltimore, MD 21202-2025

Michigan:
Franchise Administrator
Michigan Department of Attorney General
670 Law Building
Lansing, MI 48913

Minnesota:
Franchise Examiner
Minnesota Department of Commerce
133 East Seventh Street
St. Paul, MN 55101

Nebraska:
Department of Banking and Finance
1200 N Street, Suite 311
PO Box 95006
Lincoln, NE 68509

New York:
Bureau of Investor Protection and Securities
New York State Department of Law
120 Broadway, 23rd Floor
New York, NY 10271

North Dakota:
Franchise Examiner
Office of Securities Commissioner
600 East Boulevard, Fifth Floor
Bismarck, ND 58505

Oregon:
Director
Department of Consumer and Business Services
Corporate Securities Section
Labor and Industries Building
Salem, OR 97310

Rhode Island:
Chief Securities Examiner
Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota:
Franchise Administrator
Division of Securities
118 West Capitol
Pierre, SD 57501

Texas:
Statutory Document Section
PO Box 12887
Austin, TX 78711

Utah:
Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
PO Box 45804
Salt Lake City UT 84145-0804

Virginia:
State Corporations Commission
Division of Securities and Retail Franchising
1300 E Main Street, 9th Floor
Richmond, VA 23219

Washington:
Director
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98507-9033

Wisconsin:
Franchise Administrator
Division of Securities
Department of Financial Institutions
PO Box 1768
Madison, WI 53701

The Address of the United States Federal Trade Commission is:

Federal Trade Commission
Washington, D.C. 20580

Exhibit G – State Law Addendum

STATE SPECIFIC ADDENDUM

EXHIBIT G

STATE LAWS ON SELECTED MATTERS

Franchisee Relationship Statutes (Including Renewal and Termination Rights)
These states have statutes which may supersede the franchise agreement in your relationship with us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. § 70-807]; CALIFORNIA [Bus. & Prof. Code §§ 20000-20043]; CONNECTICUT [Gen. Stat. § 42-133e et seq.]; DELAWARE [Code Ann. tit. 6, Chap. 25, §2551 et seq.]; HAWAII [Rev. Stat. § 482E-1]; ILLINOIS [Stat. 815 ILCS 705/1-44]; INDIANA [Stat. § 23-2-2.7]; IOWA [Code §§ 523H.1-523H.17]; MICHIGAN [Stat. § 19.854(27)]; MINNESOTA [Stat. § 80C.14]; MISSISSIPPI [Code § 75-24-51]; MISSOURI [Stat. § 407.400]; NEBRASKA [Rev. Stat. § 87-401]; NEW JERSEY [Stat. § 56:10-1]; SOUTH DAKOTA [Codified Laws § 37-5A-51]; VIRGINIA [Code § 13.1-517 - - 13.1-564]; WASHINGTON [Code § 19.100.180]; WISCONSIN [Stat. § 135.03].

These and other states may have court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise, venue for disputes and governing law.

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute 80C.14 subdivisions 3, 4 and 5 which, except in certain specific cases, require that a Franchisee be given 90 days notice of termination (with 60 days to cure)and 180 days notice for non-renewal of the franchise agreement.

With respect to franchises governed by South Dakota law, for defaults under the Franchise Agreement for which there is no cure period, or a cure period of less than 30 days, Franchisee will have 30 days following written notice to cure such default.

Post-Term Covenants Not To Compete:
These states have statutes which may limit our ability to restrict your activity after the franchise agreement has ended: California Business and Professions Code Section 16, 600, Florida Statutes Section 542.33, Indiana Code Section 23-2-2.7-1(9), Michigan compiled Laws Section 445.771 et. seq., Montana Codes Section 30-14-201, North Dakota Century Code Section 9-08-06, Oklahoma Statutes Section 15-217-19, Washington Code Section 19.86.030. Other states have court decisions limiting our ability to restrict your activity after the franchise agreement has ended.

In addition, the South Dakota Division of Securities requires the following statement be included in this appendix "Covenants not to compete upon termination or expiration of the franchise agreement are generally unenforceable in the State of South Dakota except in certain instances as provided by law."

Termination upon Bankruptcy:
The provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)/

Liquidated Damages Provisions:
The following states have statutes which restrict or prohibit the imposition of liquidated damage provisions: California [Civil Code Section 1671], Indiana [1C 23-2-2.7-1(10)], Minnesota [Rule 2860.4400J], South Dakota [Civil law 53-9-5]. State courts also restrict the imposition of liquidated damages. The imposition of liquidated damages is also restricted by fair practice laws, contract law and state and federal court decisions.
In addition, with respect to franchises governed by Minnesota or South Dakota law, liquidated damages provisions may be void. The foregoing lists may not include all state laws on the selected matters. Consult with your own attorney or the state agency responsible for franchising in your state.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

SCHEDULES/ADDENDUM TO CONTRACTS REQUIRED BY VARIOUS STATES
Appended hereto is a copy of the indicated schedule/addendum required by the various states:

California (**CALIFORNIA APPENDIX**)
- •Addenda to FDD, Franchise Agreement, Multi-User Franchise Agreement, and Area Development Agreement

Hawaii (**HAWAII APPENDIX)**
- •Addendum to FDD

Illinois (**ILLINOIS APPENDIX**)
- •Addenda to FDD, Franchise Agreement, Multi-User Franchise Agreement, and Area Development Agreement

Indiana (**INDIANA APPENDIX**)
- •Addenda to FDD, Franchise Agreement, Multi-User Franchise Agreement, and Area Development Agreement

Michigan (**MICHIGAN APPENDIX**)
- •Addenda to FDD, Franchise Agreement, Multi-User Franchise Agreement, and Area Development Agreement

Minnesota (**MINNESOTA APPENDIX**)
- •Addenda to FDD, Franchise Agreement, Multi-User Franchise Agreement, and Area Development Agreement

New York (**NEW YORK APPENDIX**)
- •Addendum to FDD

North Dakota (**NORTH DAKOTA APPENDIX**)
- •Addenda to FDD, Franchise Agreement, Multi-User Franchise Agreement, and Area Development Agreement

Rhode Island (**RHODE ISLAND APPENDIX**)
- •Addenda to FDD, Franchise Agreement, Multi-User Franchise Agreement, and Area Development Agreement

South Dakota (**SOUTH DAKOTA APPENDIX**)
- •Addenda to FDD, Franchise Agreement, Multi-User Franchise Agreement, and Area Development Agreement

Virginia (**VIRGINA APPENDIX**)
- •Addendum to FDD

Washington (**WASHINGTON APPENDIX**)
- •Addenda to FDD, Franchise Agreement, Multi-User Franchise Agreement, and Area Development Agreement

ADDENDUM TO THE LAUNCH PAD FRANCHISING, LLC DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, MULTI-UNIT FRANCHISE AGREEMENT, AND AREA DEVELOPMENT AGREEMENT AS REQUIRED BY THE STATE OF CALIFORNIA

CALIFORNIA APPENDIX (For California Residents)

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement, the Multi-Unit Franchise Agreement, or Area Development Agreement contains provisions that are inconsistent with the law, the law will control.

2. The Franchise Agreement, Multi-Unit Franchise Agreement and Area Development Agreement provide 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, Multi-Unit Franchise Agreement and Area Development Agreement contain covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker 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.

6. The Franchise Agreement, Multi-Unit Franchise Agreement and Area Development Agreement requires binding arbitration. The arbitration will occur in Florida with the costs being borne by the franchisee and franchisor. 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.

7. The Franchise Agreement, Multi-Unit Franchise Agreement and Area Development Agreement require application of the laws of Florida. This provision may not be enforceable under California law.

8. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

9. **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.**

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____
Signature

_____
Print name

_____
Date

_____
Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____
_ Signature

_____
_ Print name

_____
_ Title

_____
_ Date

ADDENDUM TO THE LAUNCH PAD FRANCHISING, LLC
DISCLOSURE DOCUMENT AS REQUIRED BY THE STATE OF HAWAII

HAWAII APPENDIX (For Hawaii Residents)

ADDENDUM TO HAWAII DISCLOSURE DOCUMENTTHESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE FRANCHISE AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. State. §§ 482E, et seq., are met independently without reference to this Addendum to the Disclosure Document.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____

Signature

_____

Print name

_____

Date

_____

Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____

_ Signature

_____

_ Print name

_____

_ Title

_____

_ Date

SPECIAL TERMS AND CONDITIONS APPLICABLE IN THE STATE OF ILLINOIS

ILLINOIS APPENDIX (for Illinois Residents)

1. The following item is required to be included within the Disclosure Document and shall be deemed to supersede the language that is in the Disclosure Document itself:

Section 4 of the Illinois Franchise Disclosure Act (the "Act") dictates that any provision in the franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State. Therefore, the Act supersedes any contrary provisions contained in the Franchise Agreement.

2. Article 16.9 of the Franchise Agreement and Item 23, Receipt, of the Disclosure Document are hereby amended to reflect Illinois minimum disclosure period of 14 calendar days as required by Section 5(2) of the Act.

3. The Act governs the Franchise Agreement, the Multi-Unit Franchise Agreement and Area Development Agreement.

4. Any releases that the Franchisor requests the Franchisee to sign must conform with the Act.

5. Under Illinois law, a franchise agreement may not provide for a choice of law of any state other than Illinois. Accordingly, Items 17 (v) and (w) are amended to "none". The Franchise Agreement, the Multi-Unit Franchise Agreement and Area Development Agreement are amended accordingly.

6. The Franchise Agreement is hereby amended to comply with Section 41, Waivers, of the Act.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____

Signature

_____

Print name

_____

Date

_____

Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____

_ Signature

_____

_ Print name

_____

_ Title

_____

_ Date

ADDENDUM TO THE LAUNCH PAD FRANCHISING, LLC DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, MULTI-UNIT FRANCHISE AGREEMENT, AND AREA DEVELOPMENT AGREEMENT AS REQUIRED BY THE STATE OF INDIANA

INDIANA APPENDIX (for Indiana Residents)

1. To be added to Item 3 of the Disclosure Document, is the following statement:

There are presently no arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).

4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. This amends Article 16 of the Franchise Agreement, Article 10 of the Multi-Unit Franchise Agreement, and Article XIII of the Area Development Agreement.

5. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____

Signature

_____

Print name

_____

Date

_____

Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____

_ Signature

_____

_ Print name

_____

_ Title

_____

_ Date

SPECIAL TERMS AND CONDITIONS APPLICABLE IN THE STATE OF MARYLAND

MARYLAND APPENDIX (for Maryland Residents)

This will serve as the State Addendum for the State of Maryland for THE LAUNCH PAD FRANCHISING, LLC's Disclosure Document and for its Franchise and Development Agreements. The amendments to the Franchise and Development Agreements included in this addendum have been agreed to by the parties.

1. The provision contained in the termination sections of the Franchise and Development Agreements may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

2. Item 11 of the Disclosure Document shall be amended to state that a franchisee may obtain an accounting of the advertising fund as required by COMAR 02.02.08.04B(2), by requesting same in a written request to Franchisor.

3. Pursuant to COMAR 02.02.08.16L, Item 17 of the Disclosure Document shall be amended at the sections dealing with the issuance of general releases to the effect that the general release required as a condition of renewal and/or assignment/transfer are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law. The appropriate sections of the Franchise Agreement and Development Agreement are hereby deemed to be amended accordingly.

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

5. Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement, Multi-Unit Franchise, and Area Development Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. Item 17 of the Disclosure Document is hereby amended to state that the Franchise Agreement and Development Agreement require binding arbitration, the site of which is in the state of Florida, the costs of which are borne by the parties equally and any issues not decided by arbitration may be brought in a court of competent jurisdiction. The law of the State of Florida governs the arbitration. However, pursuant to Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law, a franchisee is permitted to enter into litigation with the Franchisor in the State of Maryland, notwithstanding the language in the Franchise Agreement and Development Agreement.

7. The Franchise Agreement and Development Agreement are hereby amended to state that any representations which require a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

8. The registered agent authorized to receive process in Maryland is the Maryland Securities Commissioner, 200 St. Paul Place, Baltimore, Maryland 21202-2025.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____

Signature

_____

Print name

_____

Date

_____

Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____

_ Signature

_____

_ Print name

_____

_ Title

_____

_ Date

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

MICHIGAN APPENDIX (for Michigan Residents)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Marilyn McEwen
525 W. Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____
Signature

_____
Print name

_____
Date

_____
Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____
_ Signature

_____
_ Print name

_____
_ Title

_____
_ Date

ADDENDUM TO THE LAUNCH PAD FRANCHISING, LLC
DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, MULTI-UNIT FRANCHISE AGREEMENT, AND AREA DEVELOPMENT AGREEMENT AS REQUIRED BY THE STATE OF MINNESOTA

MINNESOTA APPENDIX (for Minnesota Residents)

1. Item 17 of the Disclosure Document, Article 19 of the Franchise Agreement and Article 15 of the Development Agreement are deemed to include the following:

Minnesota Statutes, Section 80C.21 and Minnesota rule 2860.4400 (J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchisee Disclosure Documents or agreement(s) can abrogate or reduce (1) any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. The Disclosure Document, Article 17 of the Franchise Agreement and Article 7 of the Development Agreement are deemed to include the following:

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

3. Item 17 of the Disclosure Document, Section 12.2(b) of the Franchise Agreement, and Section IV.6 of the Area Developer Agreement are hereby amended to comply with Minn. Rule 2860.4400D, which prohibits a franchisor from requiring a franchisee to assent to a general release.

4. Section 14.8 of the Franchise Agreement and Section XIII.2(b) are amended to comply with Minn. Rule 2860.4400J, which states that the franchisee cannot consent to the franchisor obtaining injunctive relief, but the franchisor may seek injunctive relief.

5. The Minnesota Department of Commerce requires that the franchisor indemnify Minnesota franchisees against liabilities to third parties resulting from claims from third parties that the franchisee's use of the franchisor's trademark infringes trademark rights of the third party. Franchisor will protect franchisee's rights to use its service marks and all other commercial symbols and/or indemnify franchisee from any loss, cost, or expense arising out of any claim, sit or demand regarding the use of the name

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota statutes, Section 80C.12, Subd. 1(g).

Franchisor does not indemnify against the consequences of the franchisee's use of the franchisor's service marks except in accordance with the requirements of the franchise, and, as a condition of indemnification, franchisee must provide notice to franchisor of any such claim within ten (10) days and tender the defense of the claim to franchisor. If the franchisor accepts the tender of the defense, franchisor has the right to manage he defense of the claim, including the right to compromise, settle, or otherwise resolve the claim, and to determine, whether to appeal a final determination of the claim.

The Limitation of Claims section must comply with Minnesota Statues, Section 80C.17, Subd. 5. and are thus amended to be so.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____
Signature

_____
Print name

_____
Date

_____
Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____
_ Signature

_____
_ Print name

_____
_ Title

_____
_ Date

ADDENDUM TO THE LAUNCH PAD FRANCHISING, LLC
DISCLOSURE DOCUMENT AS REQUIRED BY THE STATE OF NEW YORK

NEW YORK APPENDIX (for New York Residents)

The following Items are required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

3. LITIGATION

Neither the Franchisor, any predecessor nor any person listed under Item 2 or an affiliate offering franchises under Franchisor's principal trademark:

(A) 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) has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten 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; anti-fraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; unfair or deceptive practices; or comparable allegations.

(C) 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.

4. BANKRUPTCY

Neither the Franchisor, its affiliate, its predecessor, officers, or general partner during the ten year period immediately before the date of the Disclosure Document: (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 year after the officer or general partner of the Franchisor held this position in the company or partnership.

17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

Provision (d) for the Area Development Agreement and Franchise Agreement is amended by adding the following language in the Summary column:

"The Franchisee may terminate the agreement on any grounds available by law."

Provision (w) for the Area Development Agreement and provision (w) for the Franchise Agreement are amended by adding the following language in the Summary column:

“The foregoing Choice of law should not be considered a waiver of any right conferred upon the Franchisor or the Franchisee by the General Business Law of the State of New York, Article 33.” •

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____
Signature

_____
Print name

_____
Date

_____
Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____
_ Signature

_____
_ Print name

_____
_ Title

_____
_ Date

ADDENDUM TO THE LAUNCH PAD FRANCHISING, LLC DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, MULTI-UNIT FRANCHISE AGREEMENT, AND AREA DEVELOPMENT AGREEMENT AS REQUIRED BY THE STATE OF NORTH DAKOTA

NORTH DAKOTA APPENDIX (For North Dakota Residents)

Under North Dakota law, no modification or change We make to the Manual or method of operation may materially affect Your status, rights or obligations under the Franchise Agreement.

Covenants not to compete are considered unenforceable in the State of North Dakota.

Under North Dakota law, a requirement that You consent to liquidated damages or termination penalties in the event of termination of the franchise agreement is considered unenforceable.

The North Dakota Franchise Investment Law (Section 51-19-09) requires that the laws of North Dakota, which laws will prevail, will govern the Franchise Agreement. Further, North Dakota law requires that all issues or disagreements relating to the Franchise Agreement will be arbitrated, tried, heard and decided within the jurisdiction of courts in the state of North Dakota.

Under the North Dakota Franchise Investment Law (Section 51-19-09), a North Dakota franchisee may not be required to execute a general release upon renewal of the Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____

Signature

_____

Print name

_____

Date

_____

Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____

_ Signature

_____

_ Print name

_____

_ Title

_____

_ Date

SPECIAL TERMS AND CONDITIONS
APPLICABLE IN THE STATE OF RHODE ISLAND

RHODE ISLAND APPENDIX (For Rhode Island Residents)

The Rhode Island Department of Business Regulation, Securities Division requires FRANCHISOR to include the following provisions in the FRANCHISE AGREEMENT, MULTI-USER FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT and THE LAUNCH PAD FRANCHISING, LLC DISCLOSURE DOCUMENT.

The following provisions amend the FRANCHISE AGREEMENT, MULTI-USER FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT and DISCLOSURE DOCUMENT to the extent they are required and/or enforceable under Rhode Island and/or United States law. This addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to Disclosure Document, Franchise Agreement, Multi-User Agreement, and Area Development Agreement

Section 16.1 of the Franchise Agreement, Section 10 of the Multi-User Franchise Agreement, XIII.A of the Area Development Agreement and Item 17. of the Disclosure Document: S 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."

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____

Signature

_____

Print name

_____

Date

_____

Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____

_ Signature

_____

_ Print name

_____

_ Title

_____

_ Date

ADDENDUM TO THE LAUNCH PAD FRANCHISING, LLC DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, MULTI-UNIT FRANCHISE AGREEMENT, AND AREA DEVELOPMENT AGREEMENT AS REQUIRED BY THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA APPENDIX (For South Dakota Residents)

Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provided by law.

In the event that either party shall make demand for arbitration, such arbitration shall be conducted in a mutually agreed upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association.

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of the state where the franchise is located.

Any provision of the franchise agreement which requires You to agree to jurisdiction and venue outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

Notwithstanding any term of the franchise agreement, We will not terminate the franchise agreement upon default without first affording You thirty (30) days notice with an opportunity to cure the default within that time.

To the extent required by South Dakota law, all provisions giving any party a right to liquidated damages are hereby deleted from the franchise agreement and the parties shall be entitled to their actual damages instead.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____
Signature

_____
Print name

_____
Date

_____
Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____
_ Signature

_____
_ Print name

_____
_ Title

_____
_ Date

ADDENDUM TO THE LAUNCH PAD FRANCHISING, LLC
DISCLOSURE DOCUMENT AS REQUIRED BY THE STATE OF VIRGINIA

VIRGINIA APPENDIX (For Virginia Residents)

Item 17 of the Franchise Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon Your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____
Signature

_____
Print name

_____
Date

_____
Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____
_ Signature

_____
_ Print name

_____
_ Title

_____
_ Date

ADDENDUM TO THE LAUNCH PAD FRANCHISING, LLC DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, MULTI-UNIT FRANCHISE AGREEMENT, AND AREA DEVELOPMENT AGREEMENT AS REQUIRED BY THE STATE OF WASHINGTON

WASHINGTON APPENDIX (For Washington Residents)

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

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

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

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act 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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

Franchisee:

_____

Address:

_____

_____

_____

Signature

_____

Print name

_____

Date

_____

Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____

_ Signature

_____

_ Print name

_____

_ Title

_____

_ Date

Exhibit H – Effective Dates

Exhibit H – Effective Dates

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

California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Oregon	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Exhibit I – Franchise Application

Exhibit I – Franchise Application

Date: _____

APPLICATION FOR THE LAUNCH PAD FRANCHISING, LLC FRANCHISE (US)

I/We _____

of _____

hereby submit an application to **The Launch Pad Franchising, LLC**, Inc **11051 Countryway Blvd, Tampa FL 33626** for a **The Launch Pad Franchising, LLC** Franchise:

Our **The Launch Pad Franchising, LLC** Franchise is to be located in: _____,
in the state of _____ (the "State"). This application once submitted is subject to the following terms and conditions:

1. Initial Franchise Fee for this franchise is $**69,950.00** payable in cash/check as follows:
   a. **Five Thousand Dollars** ($**5,000**) deposit (non refundable, except as set forth in Paragraph 2 below) Payable to **The Launch Pad Franchising, LLC** upon submitting this Application.
   b. **Sixty-Four Thousand Nine Hundred and Fifty Dollars** ($**64,950.00**) is due and payable to **The Launch Pad Franchising, LLC** within seven (7) days of notification that my/our application has been approved. At such time, I/We will execute **The Launch Pad Franchising, LLC** Franchise Agreement and appropriate Exhibits.

2. If my/our Application is disapproved by **The Launch Pad Franchising, LLC**, the $5000 deposit will be immediately refunded

3. I/We acknowledge that I/We have, at least fourteen calendar days, prior to the signing of this Application Agreement, received **The Launch Pad Franchising, LLC's** current form of Franchise Disclosure Document applicable to the State. I/We understand that a completed form of the Franchise Agreement will be provided at least five business days prior to signing the Franchise Agreement, and that all other terms are to be in accordance with it.

4. I/We have submitted a completed Request for Consideration (RFC) and Confidential Qualification Report, including a completed Individual Financial Statement on **The Launch Pad Franchising, LLC's** form and I/We hereby authorize **The Launch Pad Franchising, LLC** to conduct an investigation of my/Our background(s) to verify the information submitted.

5. I/We acknowledge and understand that submission of this application does not bind or obligate **The Launch Pad Franchising, LLC** to issue a **The Launch Pad Franchising, LLC** Franchise to me/Us.

(Signature)	(Signature)
Applicant (Print Name)	Applicant (Print Name)

Exhibit J - Multi-Unit Agreement

MULTI-UNIT AGREEMENT
between
The Launch Pad Franchising, LLC
a Florida Corporation
D/B/A/ The Launch Pad
and

_____

TABLE OF CONTENTS

1. OUR BELIEFS, CORE EXPECTATIONS, AND GRANT OF DEVELOPMENT LICENSE ...1
2. TERM OF AGREEMENT ...3
4. FEES ...4
5. TERMINATION OF DEVELOPMENT RIGHTS ...5
6. INTERPRETATION ...6
7. RULES OF CONSTRUCTION ...6
8. COUNTERPARTS ...6
10. GOVERNING LAW ...8
11. TIME ...8
EXHIBIT 1: DEVELOPMENT TERRITORY ...10

The Launch Pad Multi-Unit Agreement

This Multi-Unit Agreement (the “Agreement”) is made and entered into this ____day of _____ , 20 __ by and between The Launch Pad Franchising, LLC, a Florida corporation, with its corporate office at 11051 Countryway Blvd, Tampa FL 33626, (the "Franchisor"), and _____-_____ (the "Multi-Unit Developer"). To simplify the language of this Agreement, the terms “We," “Us," "Our" and the like will be used to refer to the Franchisor, and the terms “You," “Your," and the like will be used to refer to the Multi-Unit Developer.

RECITALS

A. The Franchisor and the Multi-Unit Developer are entering into the Franchisor's standard Franchise Agreement (the “Franchise Agreement”) on this date herewith.
B. The Franchisor and the Multi-Unit Developer wish to enter into this Multi-Unit Agreement for the mutual benefit of both parties.
C. The Multi-Unit Developer understands the importance of Our high and uniform standards of quality, appearance and service to the value of the system, and is willing to abide by these standards.
D. The Multi-Unit Developer, being aware of the distinctive and valuable significance to the public of the Proprietary Marks, and acknowledging the other benefits of the system, desires to acquire the exclusive right to develop and operate more than one The Launch Pad franchise businesses ("business" and “The Launch Pad Franchise") within the area hereinafter described, under a separate Franchise Agreement for each such The Launch Pad franchise business; and the Franchisor has agreed to grant to the Multi-Unit Developer such rights under the terms and conditions hereinafter set forth.
E. This Agreement is hereby incorporated by reference into the Franchise Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. OUR BELIEFS, CORE EXPECTATIONS, AND GRANT OF DEVELOPMENT LICENSE

A. Our Beliefs

You understand and agree that the values described below constitute "Our Beliefs" in The Launch Pad System, and that conducting business according to these fundamental values is key not only to The Launch Pad's and Your success, but also to the success of all other franchisees in The Launch Pad network. Our Beliefs" are as follows:

.

WE BELIEVE:

We believe that entrepreneurship has the greatest potential to make the world a better place. No other idea has such a rich combination of personal development, personal accountability, and economic self-sufficiency. RevITup Enterprises, LLC was founded in 1992 with the vision of enabling small businesses across the country to use technology to more effectively grow, manage and protect their business. Our core values come from a commitment to excellence, to building sustained prosperity for Our team and Our business and a devotion to continual improvement as a service provider to businesses. Our purpose is to enrich the world We live in by bringing technology solutions to businesses like Our own and by spreading the spirit, principles, and values of entrepreneurship and personal development to everyone We come in contact with;

These values form the very essence, of this Agreement and form the cornerstone of The Launch Pad franchise program. You acknowledge that the operation of Your business under this Agreement will affect directly both the IT service experiences of The Launch Pad clients and their overall perception and acceptance of The Launch Pad System, The Launch Pad trademarks, and the members of The Launch Pad network of businesses. Accordingly, You shall operate Your business in a manner consistent with the values contained in Our Beliefs; and

The Launch Pad represents and You acknowledge and agree that (1) The Launch Pad Franchising Program and The Launch Pad services are integral parts of a highly interrelated System, and (2) the successful operation of each The Launch Pad business is critical to The Launch Pad's overall business objectives and plans;

B. Core Expectations

The Launch Pad is committed to the success and fulfillment of the highest expectations of Our franchisees. At every level Our organization is driven to enhance the value of the information We provide and improve the quality of the franchisee support We offer. A healthy franchised network of owners takes a similar commitment from each of its franchisees to enhance its own performance in the operation of each franchised business. We therefore have adopted the following Core Expectations for each Multi-Unit Developer in The Launch Pad network:

(1) Each Multi-Unit Developer shall follow as carefully and as completely as possible The Launch Pad business operations guidelines that are such an important part of the franchised business granted to Multi-Unit Developer;

(2) Each Multi-Unit Developer shall aggressively market its business, employ at least one sales professional per unit, and implement and execute all aspects of the sales and marketing system. To that end, each Multi-Unit Developer must formalize, document and submit an

acceptable plan of marketing to Us within 30 days after on-site new owner training, submitting periodic updates to Us as required; must spend sufficient sums on promotion and advertising; must use Our The Launch Pad alliance partners; and participate in Our national accounts program and projects where feasible; and

(3) Each Multi-Unit Developer franchised business shall meet such performance goals and minimums as are adopted in The Launch Pad System;

If, in Our judgment, Your business does not meet any of these Core Expectations, The Launch Pad shall call for a Territory Review and Improvement Program. Your participation and cooperation in this program is mandatory. The process is a multi-step program by which The Launch Pad provides intense, individually tailored counseling and assistance, additional training, and coaching in the successful operation of a The Launch Pad business. A Territory Review and Improvement Program generally is in effect for up to four months. During this period, You agree to cooperate and follow recommendations, including recommendations for the reasonable expenditure of money on advertising and promotion, and for the expense of any recommended training; and

C. Grant of Development License

For the term specified below, and subject to Your compliance with all the provisions of this Agreement as well as the Franchise Agreement, We hereby grant You the exclusive right to develop The Launch Pad businesses referred to in Section 3.A of this Agreement, within the territory described in Exhibit 1 attached hereto and incorporated herein by reference (the “Development Territory").

2. TERM OF AGREEMENT

The term of this Agreement will commence on the date of this Agreement and continue through the last territory opening date identified in the development schedule set forth in Section 3.A of this Agreement, unless terminated earlier by breach of the developmental schedule as set forth in Section 3.A of this Agreement, or as a result of any other material default of this Agreement or any Franchise Agreement.

3. DEVELOPMENT OBLIGATIONS

A. Schedule

You agree to begin marketing and advertising efforts, and continuously thereafter operate the following number of The Launch Pad businesses (including the first The Launch Pad business to be opened pursuant to the Franchise Agreement) in strict accordance with the following development

schedule and the requirements of this Agreement, and the separate Franchise Agreements for each such The Launch Pad franchise business:

Scheduled Opening Date	Period Elapsed from the Date of this Agreement	Cumulative Number of Business for which Franchise Agreements are to be signed	Cumulative Number of Businesses Open

B. Business Location

You must obtain outside office space within the Development Area from which to operate Your second and each subsequent The Launch Pad franchise or obtain a written waiver from Us. Your site is subject to Our prior written approval; and

C. Franchise Agreement

You and We shall execute a separate Franchise Agreement for each The Launch Pad franchise businesses You will open. Upon Our approval of Your advertising and marketing plan for each additional The Launch Pad franchise business, We shall forward two copies of Our then current form of Franchise Agreement to You. We cannot guarantee that the terms and conditions of each additional Franchise Agreement will remain the same as the Franchise Agreement that is first executed. You shall execute and return both copies of the Franchise Agreement to Us, together with the balance of the Initial Fees (which includes the Franchise Fee and Territory Fee) for that Franchise as provided in Section 4 below. You have no right to conduct business in the new franchise Territory until We have executed the Franchise Agreement and returned one copy to You. If You do not return the executed Franchise Agreement(s) and pay the Initial Fees, You shall have no right whatsoever to advertise, market or open The Launch Pad business in such new franchise Territory.

4. FEES

A. Development Fee

Upon the execution of this Agreement, You shall pay Us a Development Fee equal to $_____. This Development Fee constitutes 65% of the total Initial Fees, which includes the Franchise Fee and Territory Fee, for all of The Launch Pad franchise businesses to be opened pursuant to this Agreement after the first franchise. The Development Fee shall be fully earned and nonrefundable upon Our

execution of this Agreement, but shall be credited against Your Initial Fees for each subsequent Franchise opened according to the development schedule set forth in Section 3.A of this Agreement. Aggregate Initial Fees shall be calculated according to a reduced fee schedule, as described in Item 5 of The Launch Pad Franchise Disclosure Document; and

B. Initial Fee

The Initial Fee for Your first The Launch Pad Franchise shall be as provided for in the Franchise Agreement. The Initial Fees for the units to be developed under this Agreement and the 65% portion of Franchise Fees allocated to the Development Fees shall be as follows:

Total Number of Units to Be Developed	Franchise Fee for each unit	Territory Fee for each unit (if applicable)	Portion of the Franchise Fee Payable as Development Fee
2-3	$64,950.00	$9.00/SBE over 5,000	$42,217.50
4-5	$61,950.00	$8.50/SBE over 5,000	$40,267.50
6-7	$59,950.00	$8.00/SBE over 5,000	$38,967.50
8-9	$55,950.00	$7.50/SBE over 5,000	$36,367.50
10-14	$52,950.00	$7.00/SBE over 5,000	$34,417.50
15-19	$49,950.00	$6.00/SBE over 5,000	$32,467.50
20+	$46,950.00	$5.00/SBE over 5,000	$30,517.50

5. TERMINATION OF DEVELOPMENT RIGHTS

A. Reasonableness

You represent that You have conducted Your own independent investigation and analysis of the prospects for the establishment of The Launch Pad businesses within the Development Area; approve of the Development Schedule in Section 3.A. above as being reasonable and viable; and recognize that failure to achieve the results required by the Development Schedule will constitute a material breach of this Agreement;

B. Extensions

The time periods listed in Section 3.A. above shall be extended by Us only if You can demonstrate to Our reasonable satisfaction that the need for additional time is due to unforeseeable delays and not due to Your neglect, misconduct or financial inability. Any such extensions must be in writing;

C. Termination of Development Rights

In the event of Your failure to meet the Development Schedule set forth in Section 3.A. above, We may, at Our option, elect to terminate this Agreement, effective thirty (30) days after giving You written notice of termination if You have not cured the default and met the Development Schedule within the thirty (30) day period. Any such termination shall end all of Your rights and future obligations under this Agreement, including without limitation Your interests in the Development Area, rights to open additional The Launch Pad Franchises, and credit rights with respect to the Development Fee. Any failure to meet the Development Schedule shall not otherwise constitute a breach or default of the Franchise Agreement, nor be grounds for termination of the Franchise Agreement. Further, any other Franchise Agreements entered into by You and Us pursuant to this Agreement shall remain in full force and effect, notwithstanding any termination of this Agreement based solely on Your failure to meet the Development Schedule as provided in Section 3.A; and

D. Termination of Franchise Agreement

Any material breach or default of this Agreement by You other than Your failure to meet the Development Schedule as provided in Section 3.A. above shall constitute a material default under the Franchise Agreement, and shall entitle Us to all of the rights and remedies provided in the Franchise Agreement and this Agreement as provided in Article 14 of the Franchise Agreement.

6. INTERPRETATION

In the event of any conflict between the express provisions of this Agreement and the Franchise Agreement or any Franchise Agreement for additional The Launch Pad businesses entered into pursuant to this Agreement, the terms of this Agreement shall control. Except as expressly amended by this Agreement, the Franchise Agreement shall remain in full force and effect.

7. RULES OF CONSTRUCTION

This Agreement, the documents referred to herein, and the Exhibits attached hereto, if any, constitute the entire, full and complete agreement between the parties concerning the subject matter hereof, and supersede all prior agreements. There are no representations, inducements, promises or agreements, oral or otherwise, between the parties that are not embodied herein or in the Franchise Disclosure Document, or the Franchise Agreement previously delivered to You, or that are of any force or effect with reference to this Agreement or otherwise. All recitals contained in, and the Exhibits attached to (if any), this Agreement shall be deemed a part thereof. All Article, Section or paragraph headings are for reference purposes only, and shall not in any way modify or limit the provisions contained in any Article, Section or paragraph. All words in this Agreement shall be deemed to include any number or gender as the context requires.

8. COUNTERPARTS

This Agreement may be executed in multiple counterparts, but all such counterparts shall constitute but one and the same Agreement.

9. ARBITRATION

A. Except as otherwise provided in this Section 9, any controversy or claim arising out of or relating to this Agreement or its breach, including any claim that this Agreement or any of its parts are invalid, illegal or otherwise void, shall be submitted to arbitration before and in accordance with the arbitration rules of Franchise Arbitration and Mediation of the State of Florida. You agree that arbitration will be conducted on an individual and not a class-wide basis;

B. The provisions of this Section 9 shall be construed as independent of any other covenant or provision of this Agreement. Notwithstanding any provision hereof to the contrary, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the United States Arbitration Act (9 U.S.C. para 1 et seg.), and the federal common law of arbitration;

C. Judgment upon an arbitration award may be entered in any court having competent jurisdiction and shall be binding, final and, except as provided below, non-appealable. In the event that any party to an arbitration proceeding wishes to appeal, it must do so within thirty (30) days of such final award, to a three (3) member arbitration panel to be appointed by the same organization that conducted the arbitration. The issues on such appeal will be limited to the proper application of the law to the facts found at the arbitration, and will not include any trial *de novo* or other fact-finding function. The party requesting such appeal must pay all costs and fees charged by such arbitration appeal panel and/or arbitration organization in connection with such appeal, as well as posting any bond deemed appropriate by such arbitration organization or arbitration appeal panel. In addition, a party requesting appeal who does not prevail on such appeal will pay the other party's (or parties') attorneys' fees and other costs of responding to such appeal;

D. The parties hereby waive to the fullest extent permitted by law any right or claim for any punitive or exemplary damages against the other, and agree that in the event of a dispute between them, recovery of damages shall be limited to the recovery of any actual damages sustained;

E. Before any arbitration takes place, the parties agree that upon request of the other party, they will [1] have the arbitrator conduct, in a separate proceeding prior to the actual arbitration, a preliminary hearing, at which hearing testimony and other evidence may be presented and briefs may be submitted, including a brief setting forth the then-applicable statutory or common law methods of measuring damages in respect of the controversy or claim being arbitrated; or [2] submit the controversy or claim to non·binding mediation before FAM or another mutually-agreeable mediator; and

F. This Section 9 will be self-executing and shall remain in full force after expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise, notwithstanding such failure to

appear. Arbitration and/or mediation shall take place in Florida, unless otherwise agreed by You and Us.

10. GOVERNING LAW

This Agreement is subject to the written acceptance of The Launch Pad, Inc. in Oldsmar, Florida, and shall be construed in accordance with the laws of the State of Florida.

11. TIME

Time is of the essence for each and every provision of this Agreement.

IN WITNESS WHEREOF, The Launch Pad and the Developer have executed this Personal intending to be legally bound as of the day and year written below.

Multi Unit Developer:

_____

Address:

_____

_____

_____
Signature

_____
Print name

_____
Date

_____
Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____
Signature

_____
Print name

_____
Title

_____
Date

Exhibit 1: DEVELOPMENT TERRITORY

Multi-Unit Developer's Development Territory shall be as follows, and may be described further by an attached map highlighting the following boundaries:

The following U.S. Postal ZIP Codes within the State(s) of

_____

_____

_____

_____

And within the counties of:

1)_____

2)_____

3)_____

4)_____

5)_____

6)_____

7)_____

8)_____

9)_____

10)_____

Map:

Exhibit K - Area Development Agreement

AREA DEVELOPMENT AGREEMENT

between

The Launch Pad Franchising, LLC

a Florida Corporation

D/B/A/ The Launch Pad

and

_____

(Developer)

Table of Contents

I. OUR BELIEFS, CORE EXPECTATIONS AND GRANT OF LICENSE 2
A. Our Beliefs 2
B. Core Expectations 3
C. Grant of License 4
II. AREA DEVELOPMENT FEE, INITIAL FRANCHISE FEES, ROYALTIES 4
III. DEVELOPMENT OBLIGATIONS 5
IV. TERM AND RENEWAL 6
V. DUTIES OF THE PARTIES 7
VI. DEFAULT 10
VII. TRANSFERABILITY 12
VIII. COVENANTS 14
IX. NOTICES 15
X. INDEPENDENT CONTRACTOR AND INDEMNIFICATION 15
XI. APPROVALS 16
XII. NON- WAIVER 16
XIII. GENERAL PROVISIONS 17
XIV. DISCLAIMER 19
EXHIBIT 1: DEVELOPMENT TERRITORY 21
EXHIBIT 2: DEVELOPMENT SCHEDULE 22

AREA DEVELOPMENT AGREEMENT
between The Launch Pad Franchising, LLC.
and
Developer

THIS AREA DEVELOPMENT AGREEMENT ("ADA") is made this _____ day of_____ , 20_____, by and between The Launch Pad Franchising, LLC, a Florida corporation doing business as "The Launch Pad", with principal offices located in Oldsmar, Florida; and _____ (the "Franchisee" or “Developer”) whose principal address is _____. To simplify the language in this Agreement, the terms "We," "Us," "Our," and the like, may be used to refer to the Franchisor, and the terms "You," "Your", “Developer” and the like, may be used to refer to the Franchisee.

RECITALS:

A. The Launch Pad, as the result of the expending of time, effort and money, has developed a distinctive system relating to the establishment, operation and promotion of Information Technology Managed Service franchises ("The Launch Pad Businesses" and "The Launch Pad Franchises"), offering onsite and remote Information Technology solutions, customized training, computer support, products and services primarily to the business market but also to the residential market (the "System");

B. We own or have acquired an exclusive license to use and to sublicense others to use certain trade names, trademarks and/or service marks in connection with the System, including the trademark and service mark "The Launch Pad®" and "RevITup Enterprises®" (the "Marks"), which term also shall include any additional trademarks, service marks and trade names of ours that We may from time to time designate as being available for use by Franchisees in the System;

C. We are engaged in the business of licensing to independently owned businesses the right to use the Marks in connection with the operation and promotion of the System;

D. You understand the importance of Our high standards of quality and service to the value of the System, and the need to operate in conformity with Our standards and specifications;

E. You are aware of the distinctive and valuable significance to the public of the Marks, and You desire to acquire a non-exclusive license to use the Marks and to receive the other benefits of

the System in connection with the development of an exclusive development territory , and We are willing to grant such a license to You on the terms and conditions set forth herein; and

F. You desire to obtain certain options to be franchised by The Launch Pad, as an Area Developer, to assist in the recruitment and training of prospective franchisees, as well as the development and establishment of a certain number of The Launch Pad Businesses to be owned by third-party franchisees in the Development Territory described in this ADA.

IN CONSIDERATION of the foregoing recitals and of the agreements, representations, and covenants herein contained, The Launch Pad and the Developer agree as follows:

AGREEMENT:

I. OUR BELIEFS, CORE EXPECTATIONS AND GRANT OF LICENSE

A. Our Beliefs

The Developer understands and agrees that the values described below constitute "Our Beliefs" in The Launch Pad System, and that conducting business according to these fundamental values is key not only to The Launch Pad's and the Developer's success, but also to the success of all other developers and franchisees in The Launch Pad network;

We believe that entrepreneurship has the greatest potential to make the world a better place. No other idea has such a rich combination of personal development, personal accountability, and economic self-sufficiency. RevITup Enterprises, LLC was founded in 1992 with the vision of enabling small businesses across the country to use technology to more effectively grow, manage and protect their business. Our core values come from a commitment to excellence, to building sustained prosperity for Our team and Our business and a devotion to continual improvement as a service provider to businesses. Our purpose is to enrich the world We live in by bringing technology solutions to businesses like Our own and by spreading the spirit, principles, and values of entrepreneurship and personal development to everyone We come in contact with;

These values form the very essence of this Agreement and form the cornerstone of The Launch Pad franchise program. The Developer acknowledges that the operation of its business under this Agreement will affect directly both the IT service experiences of The Launch Pad clients and their overall perception and acceptance of The Launch Pad System, The Launch Pad trademarks, and the members of The Launch Pad network of businesses. Accordingly, the Developer shall operate the business in a manner consistent with the values contained in Our Beliefs;

The Launch Pad represents and the Developer acknowledges and agrees that (1) The Launch Pad Franchise Program and The Launch Pad services are integral parts of a highly interrelated System, and (2) the successful operation of each The Launch Pad business is critical to The Launch Pad's overall business objectives and plans;

B. Core Expectations

The Launch Pad is committed to the success and fulfillment of the highest expectations of Our developers and franchisees. At every level Our organization is driven to enhance the value of the information We provide and improve the quality of the developer and franchisee support We offer. A healthy franchised network of owners takes a similar commitment from each of its developers and franchisees to enhance its own performance in the operation of each franchised business. We therefore have adopted the following Core Expectations for each franchisee in The Launch Pad network:

1. Each developer and franchisee shall follow as carefully and as completely as possible The Launch Pad business operations guidelines that are such an important part of the franchised business granted to the Developer;

2. Each developer and franchisee shall aggressively market its business, and implement and execute all aspects of the sales and marketing system. To that end, each developer must formalize, document and submit an acceptable plan of marketing to Us within 30 days after on-site new owner training, submitting periodic updates to Us as required; must spend sufficient sums on promotion and advertising, including but not limited fees paid as commission to outside franchise brokers and consultants; must use Our The Launch Pad alliance partners; and participate in projects where feasible; and

3. Each franchised business shall meet such performance goals and minimums as are adopted in The Launch Pad System. Area development achievement levels are determined for the second and third years of operations, and provided to each franchisee in writing; If, in Our judgment, Your business does not meet any of these Core Expectations, The Launch Pad shall call for a Development Territory Review and Improvement Program. The Developer’s participation and cooperation in this program is mandatory. The process is a multi-step program by which The Launch Pad provides intense, individually tailored counseling and assistance, additional training, and coaching in the successful operation of a The Launch Pad business. A Development Territory Review and Improvement Program generally is in place for up to four months. During this period, You agree to cooperate and follow recommendations, including recommendations for the

reasonable expenditure of money on advertising and promotion, and for the expense of any recommended training; and

C. Grant of License

1. The Launch Pad hereby grants to the Developer, pursuant to the terms and conditions of this ADA, the right to serve as the area representative of the System in the Development Territory, recruiting and qualifying prospective franchisees to join the System and providing specified services and support to all The Launch Pad Business franchisees in the Development Territory, in exchange for the payments provided in this ADA. The minimum performance as an area representative shall be to establish and assist in opening for business ten (10) The Launch Pad Businesses to be owned and operated by third party franchisees within four (4) years after the date of execution of this ADA, and pursuant to the development schedule set forth in Section III.A and attached hereto as Exhibit 2 (the "Development Schedule");

2. Except as otherwise provided in this ADA, The Launch Pad shall not license anyone other than the Developer to serve as an Area Developer in the Development Territory during the term of this ADA. The parties acknowledge and agree that The Launch Pad may establish company owned units in the Development Territory; and in that event The Launch Pad shall make a contribution to the Marketing Development Fund that is comparable to the contribution of a franchised unit, however there shall be no sharing of revenues, such as royalties, from that company-owned unit operation; and

3. Each Franchised Store opened by a Franchisee pursuant to this Agreement shall be the subject of a separate Franchise Agreement with us, upon our then current form. The Developer shall have no right to modify or offer to modify any Franchise Agreement or other contract. The Developer shall have no right under this ADA to license others.

II. AREA DEVELOPMENT FEE, INITIAL FRANCHISE FEES, ROYALTIES

A. The Developer shall pay to The Launch Pad upon execution of this ADA, an Area Development Fee as set forth in Exhibit 1. The Area Development Fee shall be fully earned by The Launch Pad upon execution of this ADA, for administrative and other expenses incurred by The Launch Pad and for the development opportunities lost or deferred as a result of the exclusivity granted herein: There will be no additional fee incurred by the Developer should more than the targeted number of third-party owned unit franchises, as set forth in Exhibit 2, be opened within the Development Territory during the initial term of this ADA.

B. The Developer shall share in the revenue received by The Launch Pad generated from the grant and operation of third-party System franchises established and operated in the Development Territory, as follows:

1. The Developer shall receive forty percent (40%) of all gross initial franchise fees minus the costs of licensing fees for purchase of professional service software on behalf of the franchisee paid to The Launch Pad by third-party franchisees in the Development Territory. The Developer fee shall be reduced by the costs of any payments of any internal and/or external sales or brokerage commissions that The Launch Pad has approved in advance of a transaction;

2. The Developer shall receive forty percent (40%) of monthly royalty fee income for all franchisees established during the term of this ADA, excluding royalty fees paid by the Developer for its own franchised System businesses, if any. The Developer shall receive twenty percent (20%) of monthly royalty fee income for any third-party franchisees that have been previously established and operating in the Development Territory as of the date of this ADA; and

3. The Launch Pad shall reconcile accounts and remit payments to the Developer under this ADA on a regular monthly basis on the 15th of the month. The Developer shall execute all necessary documents for the electronic transfer of funds into and from the Developer's bank accounts. All payments to the Developer shall be based on funds actually received by The Launch Pad, and the Developer's account shall be adjusted appropriately to reflect refunds made or internal sales and/or broker commissions paid, if any. The parties shall consult one another prior to The Launch Pad making a decision regarding a refund of fees or payment of internal sales and/or broker's commission on a franchise grant.

III. DEVELOPMENT OBLIGATIONS

A. The parties agree that they will endeavor to establish, through ownership by third-party franchisees, a minimum of ten (10) franchised The Launch Pad businesses in the Development Territory during the four (4) years following the date of execution of this ADA, and in strict conformance with the Development Schedule attached hereto as Exhibit 2. The Developer shall undertake all reasonable efforts, at its own expense, to recruit and qualify sufficient prospective franchisees to meet this objective. The Developer shall, at its own expense, advertise, solicit, screen, and evaluate prospective franchisees in the Development Territory, and present qualified prospects to The Launch Pad for consideration. The Developer shall use only the forms,

procedures, and qualification standards as The Launch Pad shall approve for use in the System, and as may be included in the Area Development Operations Manual.

B. The Developer agrees to advertise in order to generate interest in The Launch Pad program, spending at least $3500 each month, and agrees that all such advertising will be approved in advance by The Launch Pad as to content and media placement. The minimum advertising expense of $3500 per month is subject to an increase to reflect an increased cost of business that shall not exceed the CPI index (the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100). From time to time or as designated by The Launch Pad, a strategy and review meeting will be required. All franchise grants shall be made by The Launch Pad; and all fee payments by franchisees shall be made directly to The Launch Pad. The Developer is not authorized under any circumstances to grant franchise rights in the System or otherwise commit to a particular prospect that The Launch Pad will grant a franchise.

IV. TERM AND RENEWAL

A. Unless sooner terminated in accordance with terms of this ADA, the term of this ADA shall be ten (10) years. The Developer shall have the right to renew this ADA for an additional term of ten (10) years subject to the following conditions, all of which must be met prior to renewal:

1. The Developer shall give The Launch Pad written notice of the Developer's election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the initial term;

2. The Developer shall have maintained or exceeded the development requirements pursuant to Section III.A. above;

3. The Developer shall not be in default of any provision of this ADA, as it may be amended, or any other agreement between the Developer and The Launch Pad or its subsidiaries and affiliates; and, in The Launch Pad's reasonable judgment, the Developer shall have substantially complied with all the terms and conditions of this ADA, such other agreements, as well as the operating standards prescribed by The Launch Pad during the term of this ADA;

4. The Developer shall have satisfied all monetary obligations owed by the Developer to The Launch Pad and its subsidiaries and affiliates and shall have timely met those obligations throughout the term of this ADA;

5. The Developer shall execute The Launch Pad's then-current form of development agreement, which agreement shall supersede this ADA in all respects (except with respect to the renewal provisions thereof, which shall not supersede this Section IV. A), and the terms of which may differ from the terms of this ADA, including, without limitation, different performance requirements as to the number of franchises to be developed in the Development Territory; provided, however, that the Development Territory and the fee sharing structure shall not be changed in the renewal form of agreement;

6. The Developer shall execute a general release, in a form prescribed by The Launch Pad, of any and all claims against The Launch Pad and its subsidiaries and affiliates, and their respective officers, directors, agents, and employees;

7. The Developer and its personnel shall comply with The Launch Pad's then-current qualification and training requirements; and

8. The Developer shall pay a renewal fee equal to Twenty-Five Thousand Dollars ($25,000) for the
right to obtain a renewal term. The renewal fee is subject to an increase to reflect an increased cost of business that shall not exceed the CPI index (the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982¬ 84=100).

V. DUTIES OF THE PARTIES

A. The Launch Pad shall furnish to the Developer the following:

1. A training program that is designed for Area Developers in the System. This program shall take place over up to 10 business days on a schedule that is mutually agreed upon, and shall take place at The Launch Pad's headquarters in Oldsmar, Florida or such other location as The Launch Pad may specify and will include a scheduled portion of classroom training and a schedule portion of live cross training in each of the core business areas. There shall be no fees assessed for this training program, provided that the Developer shall pay all travel, meals, and lodging expenses associated with attending training. The Launch Pad shall also provide a supplemental training program for the Developer, if needed, of up to 5 business days in duration on a schedule that is mutually agreed upon; and will take place at the Developer's offices in the Development Territory. There shall be no fees assessed for this supplemental training; provided that the Developer shall pay all travel, meals, and lodging expenses associated with providing supplemental training; and

2. The Launch Pad shall make aware the Developer of all prospective franchisee leads that are generated on the Internet, brokers or by other means where the lead is located in the Development Territory or interested in a location in the Development Territory, and shall work in conjunction with the Developer in directly marketing to those leads;

B. The Developer Accepts the following obligations:

1. The Developer shall comply with all terms and conditions set forth in this ADA, and shall follow the forms and procedures presented in the Area Development Operations Manual;

2. The Developer shall undertake to solicit, screen, and evaluate prospective franchisees for the System in the Development Territory, and shall purchase advertising in that effort, as required under Section III hereof. The Developer may be required, at The Launch Pad's direction, to provide disclosure documents to prospective franchisees prepared by The Launch Pad in compliance with applicable franchising rules. The Developer shall comply in all respects with the applicable laws relating to the presentation of franchise investments;

3. The Developer shall provide ongoing support services to all franchisees in the Development Territory, and The Launch Pad shall review the services delivered by the Developer and determine the adequate level of support. Providing franchisee support services will require visiting all open businesses in the Development Territory on a regular basis, holding meetings of franchisees in the Development Territory, providing training and coaching, inspections to assure the quality of service being provided by franchisees, guidance, and advice. The parties acknowledge that all new franchisees shall attend the five-day initial training program offered at The Launch Pad headquarters, but that the Developer may be called on to deliver additional support and training during franchisee meetings in the Development Territory;

4. The Developer shall at all times preserve in confidence any and all materials and information furnished to the Developer by The Launch Pad, and shall disclose such information or materials only to such of its employees or agents who must have access to it in connection with their employment. The Developer shall not at any time, without The Launch Pad's prior written consent, copy, duplicate, record, or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person; and

5. The Developer shall, at its own expense, assist franchisees in the Development Territory in all aspects of their starting-up new franchised businesses. Start-up assistance includes

attendance and opening assistance at grand openings. The Developer shall deliver to each franchisee in their territory a minimum of five consecutive days per year of a continuing education training module with the same general structure as the training program delivered to new franchises during training week. Upon completion of that training, a RevITup U Continuing Ed training certificate of completion signed by the Franchisee shall be submitted by the Developer to our offices within 72 hours of the course conclusion; and

6. The Developer shall at all times give prompt, courteous, and efficient service to The Launch Pad Franchisees in the Development Area. The Developer shall, in all dealings with Franchisees, prospective Franchisees, and the public, adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct and shall provide all Franchisees with such assistance and services as we shall reasonably request and require from time to time in connection with the operation of a Launch Pad Franchise and compliance with our quality control standards in the use, of the Marks; and

7. The Developer shall notify us in writing within five (5) days after the commencement of any action, suit, arbitration, proceeding, or investigation, or the issuance of any order, writ, injunction, award, or decree, by any court, agency, or other governmental instrumentality, which names the Developer or any of its Owners or otherwise concerns the operation or financial condition of the Developer, the Developer Business, or any Franchisee; and

8. The Developer shall at all times during the term of this Agreement maintain in force, at the Developer's sole expense, insurance for the Developer Business of the types, in the amounts, and with such terms and conditions as we may from time to time prescribe in the Developer Manual or otherwise. All of the required insurance policies shall name us and affiliates designated by us as additional insureds, contain a waiver of the insurance company's right of subrogation against us and the designated affiliates, and provide that we will receive thirty (30) days prior written notice of termination, expiration, cancellation, or modification of any such policy and;

9. The Developer will provide proof of insurance to us before beginning operations of its Developer Business. This proof will show that the insurer has been authorized to inform us in the event any policies lapse or are canceled or modified. We have the right to change the types, amounts, and terms of insurance that the Developer is required to maintain by giving the Developer prior reasonable notice. Noncompliance with these insurance provisions shall be deemed a material breach of this Agreement; and, in the event of any lapse in insurance coverage, we shall have the right, in addition to all other remedies, to demand that the

Developer cease operations of its Developer Business until coverage is reinstated or, in the alternative, to pay any delinquencies in premium payments and charge the same back to the Developer and;

10. Prior to their use by the Developer, samples of all advertising and promotional materials not prepared or previously approved by us shall be submitted to us for approval, which approval shall not be unreasonably withheld. The Developer shall not use any advertising or promotional materials that we have not approved or has disapproved and;

11. The Developer shall not establish a separate Website without our prior written consent. We shall have the right, but not the obligation, to designate one or more web page(s) to describe the Developer, such web page(s) to be located within our Website.

VI. DEFAULT

A. The options and territorial exclusivity granted to the Developer in this ADA have been granted in reliance on the Developer's representations and assurances, among others, that the conditions set forth in Sections I, II, and III of this ADA will be met by the Developer in a timely manner;

B. The Launch Pad in addition to all other remedies which it has at law or in equity shall have the absolute right immediately to terminate this ADA upon notice in writing to the Developer upon the occurrence of any of the following events:

1. A court having jurisdiction shall enter a decree or order for relief in respect of the Developer in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days;

2. The Developer shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Developer or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due or shall take any action in furtherance of any of the foregoing; and

3. If the Developer is convicted of a felony, or a crime involving moral turpitude, or commits any other crime or offense that is likely, in the sole opinion of The Launch Pad, to affect adversely The Launch Pad System, the Proprietary Marks, the goodwill associated therewith, or The Launch Pad's interests therein, or if the Developer engages in conduct which reflects materially and unfavorably upon the operation and reputation of The Launch Pad or the System;

C. If the Developer fails to comply with any of the terms or conditions of this ADA, fails to comply with the terms or conditions of any individual Franchise Agreement between the Developer and The Launch Pad, fails to meet in any business the high operational standards set forth in The Launch Pad Operations Manual, or makes or attempts to make a transfer or assignment in violation of Section VII. hereof, such action shall constitute a default under this ADA. Upon such default, The Launch Pad may terminate this ADA only by giving written notice of termination stating the nature of such default to the Developer at least thirty (30) days prior to the effective date of termination; provided, however, that the Developer may avoid termination by immediately initiating a remedy to cure such default, curing it to The Launch Pad's satisfaction, and by promptly providing proof thereof to The Launch Pad within the thirty-day period. If any such default is not cured within the specified time, or such a longer period as applicable law may require, this ADA shall terminate without further notice to the Developer effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require;

D. Upon termination of this ADA, all remaining options shall be null and void, and the Developer shall cease serving as an area representative providing support services to franchisees in the Development Territory. The Developer shall have no right to establish or operate any System businesses for which a Franchise Agreement has not been executed by The Launch Pad. The Launch Pad shall be entitled to establish, and to license others to establish, System businesses in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between the Developer and The Launch Pad. All payments under this Section 8 shall immediately and permanently cease after the expiration or termination of this Agreement, although the Developer shall receive all amounts which have accrued to the Developer as of the effective date of expiration or termination. No default under this ADA shall constitute a default under any Franchise Agreement between the parties hereto; and

E. No right or remedy herein conferred upon or reserved to The Launch Pad is exclusive of any other right or remedy provided or permitted by law or equity.

VII. TRANSFERABILITY

A. The Launch Pad shall have the right to transfer all or any part of its rights or obligations herein to any person or legal entity;

B. The Developer understands and acknowledges that the rights and duties set forth in this ADA are personal to the Developer and are granted in reliance upon the personal qualifications of the Developer or, in the case of a corporate Developer, the principal officers and shareholders who will actively and substantially participate in the operation of the Developer's business. The Developer has represented to The Launch Pad that the Developer is entering into this ADA with the intention of complying with its terms and conditions and not for the purpose of resale of the developmental rights hereunder;

C. Neither the Developer nor any partner or shareholder thereof shall, directly or indirectly sell, pledge, assign, or transfer any interest in this ADA or in the Developer without the prior written approval of The Launch Pad. The Developer agrees that any attempt to assign or transfer any interest in the Developer or in this ADA without The Launch Pad's prior written approval shall be null and void and shall be a material default of this ADA;

D. The Launch Pad requires, prior to giving its written approval to any assignment hereunder, that (a) the assignee or principal officers, directors or shareholders of a corporate assignee or the partners of a partnership assignee demonstrate that they have the skills, qualifications and economic resources necessary in The Launch Pad's judgment, to conduct the business contemplated by this ADA; (b) The Developer shall have timely and fully complied with all of the obligations to The Launch Pad under this ADA and of any Franchise Agreement between the Developer and The Launch Pad; (c) the assignee and the principal shareholders of the assignee in the case of a corporate assignee assumes in writing all of the obligations of the Developer under this ADA; (d) a transfer fee of 20% of the purchase price of the business is paid to The Launch Pad;

E. The Launch Pad's Right of First Refusal: If the Developer receives from a third person and desires to accept a bona fide written offer to purchase the Developer's business, including this ADA, The Launch Pad or its nominee shall have the option, exercisable within thirty (30) days after receipt of written notice, a copy of such offer, and the other information set forth in this Section VII.E., to purchase the Developer's business, including this ADA on the same terms and conditions as offered by said third party. In order that The Launch Pad may have information sufficient to enable it to determine whether to exercise its option, the Developer shall deliver to The Launch Pad any

financial statements requested by The Launch Pad and such other information about the business and operations of the Developer as the Developer has provided to said third party. In the event The Launch Pad elects to purchase the seller's interest, closing on such purchase must occur within thirty (30) days from the date of notice to the seller of the election to purchase by The Launch Pad. Any material change in the terms of the offer prior to the closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by The Launch Pad. Failure by The Launch Pad to exercise the option afforded by this Section VII.E shall not constitute a waiver of any other provisions of this ADA, including all of the requirements of this Section VII with respect to a proposed transfer; and

F. The Launch Pad's Repurchase Rights:

The Launch Pad reserves the right on its own behalf and that of any new franchisor that is a successor in interest or The Launch Pad itself if purchased by new owners to repurchase all rights under this ADA on the following terms and under the following conditions: The repurchase described in this Section VII.F may not be exercised until a date that is more than two (2) years after the date of execution of this ADA. The repurchase rights may be exercised only in the event that all or substantially all of the interests of The Launch Pad are transferred to new owners, and only if the new owner and/or the new The Launch Pad entity advises the Developer in writing that it wishes to exercise the repurchase rights under this Section VII.F. The successor in interest to The Launch Pad may, at its option and determination, repurchase all rights under this ADA, with the exception of the franchised businesses owned and operated by the Developer, which shall not be subject to repurchase under this provision. The purchase price shall be determined by an independent evaluation organization selected by mutual agreement of the parties; and in the event the parties cannot agree upon a valuation firm, the parties shall each select a valuation firm and those two valuation firms shall together select a valuation firm to be used by the parties for valuation. The multiples used for the valuation of the Developer rights shall not exceed the valuation multiples used in the acquisition of The Launch Pad by the successor. The parties agree that the purchase price under any circumstances shall not be less than $300,000 regardless of the amount of the independent valuation.

VIII. COVENANTS

A. During the term of this Agreement, neither the Developer, any of the Principals, nor any member of the Developer's or a Principal's immediate family will have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, partner, director, officer, controlling shareholder, employee, consultant, representative or agent, or in any other

capacity, in a Competitive Business (defined below), whether located within or outside the Development Area, unless we shall first consent thereto in writing and;

B. For a continuous uninterrupted period of twenty-four (24) months from the date following the assignment, expiration or termination of this Agreement, for any reason, neither the Developer, any Owner, nor any member of the Developer's or an Owner's immediate family will have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Competitive Business located or operating: (a) within the Development Area, (b) within the development area of any of our other developers, or (c) within 50 miles of any Launch Pad Franchise in operation or development on the date of assignment, expiration or termination. The term "Competitive Business" means any business which derives more than Fifty Thousand Dollars ($50,000) of revenue per year from the sale of technology services to small and medium sized businesses or any business which grants franchises or licenses to others to operate such a business, other than a Launch Pad Franchise operated under a franchise agreement with us.

This Section VIII.A. shall not apply to ownership by the Developer of less than one percent (1%) beneficial interest in the outstanding equity securities of any publicly-held corporation. As used in this ADA, the term "publicly-held corporation" shall be deemed to refer to a corporation which has securities that have been registered under the Federal Securities Exchange Act of 1934;

C. The parties agree that the foregoing covenants shall be construed as independent of any other covenant or provision of this ADA. If all or any portion of a covenant in Section VIII.A. is held unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which The Launch Pad is a party, the Developer expressly agrees to be bound by any lesser covenant subsumed with 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 Section VIII.A.; and

D. The Developer understands and acknowledges that The Launch Pad shall have the right, in its sole discretion, to reduce the scope of any covenant or portion thereof set forth in Section VIII.A. without the Developer's consent, effective immediately upon receipt by the Developer of written notice thereof.

IX. NOTICES

Any and all notices required or permitted under this ADA shall be in writing and shall be personally delivered or mailed, by certified mail, by depositing the same in the United States mail, postage prepaid, to the respective parties at the following addressed unless and until a different address has been designated by written notice to the other party:

Notices to The Launch Pad Franchising, LLC:
Ilene Rosoff, CEO
The Launch Pad Franchising, LLC
11051 Countryway Blvd, Tampa FL 33626

Notices to the Developer:

_____
_____
_____
_____

Notice shall be deemed given at the date and time of receipt.

X. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. It is understood and agreed by the parties hereto that this ADA does not create a fiduciary relationship between them, that nothing in this ADA is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. Each party to this ADA is an independent contractor, and neither shall be responsible for the debts or liabilities incurred by the other;

B. The Developer shall hold himself out to the public to be an independent contractor operating pursuant to this ADA. The Developer agrees to make such actions as shall be necessary to that end; and

C. The Developer understands and agrees that nothing in this ADA authorizes it to make any contract, agreement, warranty, or representation on The Launch Pad's behalf, or to incur any debt or other obligation in The Launch Pad's name, and that The Launch Pad assumes no liability for, nor shall be deemed liable by reason of, any act or omission of the Developer in its conduct of the business licensed by this ADA, or any liabilities, claims, actions, suits, costs, expenses (including reasonable attorneys' fees) or judgments arising there from. The Developer shall indemnify and hold The Launch Pad harmless against any and all such liabilities, claims, actions, suits, costs,

expenses (including reasonable attorneys' fees) or judgments arising directly or indirectly from, as a result of, or in connection with the Developer's operations hereunder.

XI. APPROVALS

A. Whenever this ADA requires the prior approval or consent of The Launch Pad, the Developer shall make a timely written request to The Launch Pad thereto, and, except as otherwise provided herein, any approval or consent granted shall be in writing; and

B. The Launch Pad makes no warranties or guaranties upon which the Developer may rely and assumes no liability or obligation to the Developer or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent, or services to the Developer in connection with this ADA, or by reason of any neglect, delay, or denial of any request thereof.

XII. NON- WAIVER

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

XIII. GENERAL PROVISIONS

A. Governing Law; Attorney Fees; Venue for Disputes; Mediation and Arbitration:
   1. Governing Law; Attorney Fees; Venue for Disputes: This ADA and all obligations created hereunder shall be deemed contracts made under the laws of the state of Florida and shall be governed and construed in accordance with the laws of such state without regard to the principle of conflict of laws. In the event of any dispute arising under this ADA not subject to mediation and arbitration, the parties consent to the exclusive jurisdiction of courts within state and jurisdiction of The Launch Pad headquarters, currently Oldsmar, Florida, and agree that venue shall be laid in such jurisdiction. In the event of any dispute between the parties not

subject to mediation and arbitration, all reasonable costs and attorney fees including fees on any appeal, incurred by the prevailing party in such litigation shall be determined by the Court and assessed against the non-prevailing party;

2. Mediation and Arbitration:
   a. If a dispute arises out of or relates to this ADA, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation at a mutually agreed upon location within the state and jurisdiction of The Launch Pad's headquarters, currently Oldsmar, Florida, administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, as described in Section XIII.A.2.b, below; and

   b. Any controversy or claim arising out of or relating to this ADA, or the breach thereof, which cannot be settled by negotiation or mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Emergency Interim Relief-Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration provision shall be limited to the parties to this ADA, and shall not apply to resolution of the claims of multiple complainants or a class of complainants. Any arbitration proceeding under this ADA shall take place at a mutually agreed upon location within the state and jurisdiction of The Launch Pad's headquarters, currently Oldsmar, Florida. Notwithstanding this provision, We retain the right to seek equitable, emergency or temporary injunctive relief in a court of law in situations where Our Marks or Our other intellectual property is being misused, infringed upon, or otherwise violated;

B. Entire Agreement and Amendment. This ADA and the exhibits referred to herein constitute the entire, full, and complete agreement between The Launch Pad and the Developer concerning the subject matter hereof, and supersede all prior agreements, no other representations having induced the Developer to execute this ADA. Except for those permitted to be made unilaterally by The Launch Pad hereunder, no amendment, change, or variance from this ADA shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing;

C. Cumulative Remedies. Any specific right or remedy set forth in this ADA, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth herein or allowed or allowable by law;

D. Captions. All captions in this ADA are intended solely for convenience of the parties, and shall not be deemed to affect the meaning or construction of any provision hereof;

E. Gender. All references herein to gender and number shall be construed to include such other gender and number as the context may require;

F. Successors. This ADA shall be binding upon all of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns;

G. Counterparts. This ADA may be executed in several counterparts each of which shall be deemed an original;

H. Additional Documents. The Developer agrees to execute, acknowledge and deliver to The Launch Pad and to procure the execution, acknowledgement and delivery to The Launch Pad of any additional documents or instruments that The Launch Pad may reasonably require to fully effectuate and carry out the provisions of this ADA; and

I. Time of the Essence. Time shall be of the essence throughout the term of this ADA.

XIV. DISCLAIMER

A. The Developer acknowledges that the success of the business venture contemplated by this ADA involves substantial business risks and will be largely dependent upon the ability of the Developer as an independent businessman. The Launch Pad expressly disclaims the making of, and the Developer acknowledges it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this ADA; and

B. The Developer acknowledges that it has received, read and understood this ADA and the Exhibits hereto.

IN WITNESS WHEREOF, The Launch Pad and the Developer have executed this Area Development Agreement intending to be legally bound as of the day and year written below.

Area Developer:

_____

Address:

_____

_____

_____
Signature

_____
Print name

_____
Date

_____
Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____
Signature

_____
Print name

_____
Date

Exhibit 1: DEVELOPMENT TERRITORY

The Development Territory granted under Section II.A. of this Area Development Agreement shall be as follows, and may be described further by an attached map highlighting the following boundaries:

Franchisee's designated Development Territory shall be defined as follows:

The geographic boundaries (all geographic boundaries shall be as they exist on the date of this Agreement): _____

_____

_____

_____

_____

_____

The estimated SMB population of the Territory(ies) is:

1)_____

2)_____

3)_____

4)_____

5)_____

6)_____

7)_____

8)_____

9)_____

10)_____

Map(s): Please see attached map(s).

Exhibit 2: DEVELOPMENT SCHEDULE

I. The number of System businesses to be established in a standard Development Territory is as follows:
The Developer shall recruit, qualify, and present to The Launch Pad prospective franchisees who will open a minimum of ten (10) The Launch Pad businesses in the Development Territory within four (4) years after the date of execution of this ADA, in compliance with the Development Schedule set forth below. A Standard Development Territory consists of geographical areas that contain 50,000 SBEs (Small Business Establishments) within its boundaries.

II. The Standard Area Development Fee described in Section II.A. is $200,000 for a Development Territory containing 50,000 SBEs. If there are more or less SBEs within the Development Territory, The Launch Pad Franchising, LLC will increase or decrease the initial fee at Our discretion; however, the fee will never be less than $175,000 nor greater than $2,500,000. The fee for the Development Territory referenced in Exhibit 1 is $_____. A non-refundable deposit of 10% of the total initial franchising fee was paid at the time the parties signed the Memorandum of Understanding, leaving a balance due of $_____, to be paid by bank transfer or check at the time of execution of this Area Development Agreement, but in no event shall The Launch Pad receive these funds later than two business days after the execution of this Area Development Agreement.

III. The date of execution of this Area Development Agreement is:_____

The Area Development Agreement shall expire on the date that is 10 years following its execution date.

IV. Development Schedule for third-party franchisees

Minimum Cumulative Number of Ten (10) Third Party Franchised Businesses

(a) Within twelve (12) months of the execution date of this agreement, the total number of third party The Launch Pad businesses the Developer shall have assisted in becoming operational within the Development Territory shall be a minimum of two (2).

(b) Within twenty four (24) months of the execution date of this agreement, the total number of third party The Launch Pad businesses the Developer shall have assisted in becoming operational within the Development Territory shall be a minimum of five (5), an increase in three (3) businesses from the prior 12 month period.

(c) Within thirty six (36) months of the execution date of this agreement, the total number of third party The Launch Pad businesses the Developer shall have assisted in becoming operational within the Development Territory shall be a minimum of seven (7), an increase in two (2) businesses from the prior 12 month period.

(d) Within forty eight (48) months of the execution date of this agreement, the total number of third party The Launch Pad businesses the Developer shall have assisted in becoming operational within the Development Territory shall be a minimum of ten (10), an increase in three (3) businesses from the prior 12 month period.

(e) If the Development Territory contains more than 50,000 SBEs, the Development Schedule will be amended to include a minimum of two (2) additional third party The Launch Pad businesses the Developer shall have assisted in becoming operational within the Development Territory per year until such time as the number of third party The Launch Pad Businesses is equal in number to the number of SBEs in the Development Territory divided by five thousand (5000) (As an example, if there were 70,000 SBEs in the Development Territory, in year one, the minimum number of businesses developed would be two (2) for a total of two (2) businesses within the Development territory; in year two, the minimum number of businesses developed would be three (3) for a total of five (5) businesses within the Development territory; in year three, the minimum number of businesses developed would be two (2) for a total of seven (7) businesses within the Development territory; in year four, the minimum number of businesses developed would be three (3) for a total of ten (10) businesses within the Development territory; in year five, the minimum number of businesses developed would be two (2) for a total of twelve (12) businesses within the Development territory. in year six, the minimum number of businesses developed would be two (2) for a total of fourteen (14) businesses within the Development territory.)

If at any time in the duration of this agreement a territory within the Development Territory becomes available due to the closing of a business or the addition of another territory due to area growth, the Developer will be responsible to assist a new business owner in becoming operational within twelve (12) months of the prior business closing or the addition of the new territory.

Exhibit 3: PERSONAL GUARANTEE OF THE AREA DEVELOPER

(Required if Franchisee is a Corporation or Limited Liability Company)

In consideration of the execution of the Area Development Agreement by Franchisor, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Area Development Agreement, to be paid, kept and performed by the Developer, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

The undersigned, being the sole owners of the corporation or limited liability company ("LLC"), _____ , a corporation or LLC, and their spouses of the owners, hereby unconditionally guarantee the performance of said corporation or LLC of all obligations contained in the foregoing Franchise Agreement and shall be jointly obligated, along with the corporation or LLC, as if the undersigned were the original "Area Developer", and further agree that The Launch Pad Franchising, LLC, may enforce such obligations directly against the undersigned without first looking to the corporation or LLC.

Further, the undersigned, individually and jointly, hereby agree to the punctual payment and satisfaction of each and every claim, demand, default, liability, indebtedness, right or cause of action of every nature whatsoever, including expenses, damages and fees, now or hereafter existing, due or to become due, or held by Area Developer, its subsidiaries, divisions, or related companies, together with any interest as it may accrue, and all costs, expenses and attorneys fees paid or incurred by Area Developer or its subsidiary, division, or related company in collecting or attempting to collect the obligations of the Franchisee or in enforcing or attempting to enforce this Guaranty; and

In the event that a petition in bankruptcy or for an arrangement or reorganization of the Franchisee under any state or federal bankruptcy law or for the appointment of a receiver for the Franchisee or any of its property is filed by or against the Franchisee, or if the Franchisee shall make an assignment for the benefit of creditors or shall become insolvent, all indebtedness and other obligations of the Franchisee shall, for purposes of this Guaranty be immediately due and payable. This is an irrevocable, unconditional, and absolute guaranty of the personal performance by

the undersigned of each and every covenant of confidentiality, non competition, non solicitation and delivery of all Works for Hire and the undersigned agrees that the undersigned's liability under this guaranty will be immediate and will not be contingent upon the exercise or enforcement by Licensor of whatever remedies it may have against the Area Licensee or others.

In connection with any litigation or arbitration to determine the undersigned's liability under this Personal Guaranty, the undersigned expressly waives the undersigned's right to trial by jury, if any, and agrees to pay costs and reasonable attorney fees as fixed by the court or arbitrator.

If this Personal Guaranty is signed by more than one individual or if more than one Personal Guaranty has been signed, each person signing a Personal Guaranty will be jointly and severally liable for the obligations created in it.

This Personal Guaranty will remain in full force and effect until all obligations arising out of and under the Area License Agreement, including all renewals and extensions, are fully paid and satisfied.

IN WITNESS WHEREOF, The Launch Pad and the Developer have executed this Personal Agreement intending to be legally bound as of the day and year written below.

Area Developer:

_____

Address:

_____

_____

_____
Signature

_____
Print name

_____
Date

_____
Witness

Franchisor:

The Launch Pad Franchising, LLC

Address:
11051 Countryway Blvd,
Tampa FL 33626
(813) 448-7100

_____
Signature

_____
Print name

_____
Title

_____
Date

RECEIPT FOR AREA LICENSE AGREEMENT

Under federal law, we may not grant you an area license unless you have had a signature ready copy of the area license agreement and all attachments, with all the blanks except for the date of the agreement filled in, for at least five (5) business days before you pay us any money in connection with the agreement or sign the agreement.

To show that we have complied with the law, please fill in the date when you received the area license agreement from us:

Date You Received Area License Agreement: _____ _

LICENSEE

Signature: _____

Print Name: _____

Please return this receipt to us as soon as you have filled in the date. We can proceed further only after you return this receipt.

Thank you for your careful attention to this matter.

Exhibit L - Receipts

RECEIPT

[Retain This Copy for Your Records]

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all Exhibits carefully.

If The Launch Pad Franchising, LLC offers You a franchise, it must provide this disclosure document to You 14 calendar-days before You sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If The Launch Pad Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, C.C. 20580 and [state agency].

I have received a Franchise Disclosure Document, Effective Date _____. This disclosure document includes the following Exhibits:

A. Financial Statements
B. Franchise Agreement
C List of Current and Former Franchisees
D. Operation Manual Table of Contents
E. Agents for Service of Process
F. State Agencies
G. State Law Addendum
H. Effective Dates
I. Application for Franchise
J. Multi-Unit Agreement
K. Area Development Agreement

Date:_____

_____
Signature

_____
Printed Name

_____
Address

_____
City State Zip

RECEIPT

RECEIPT

[Return This Copy To Us]

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all Exhibits carefully.

If The Launch Pad Franchising, LLC offers You a franchise, it must provide this disclosure document to You 14 calendar-days before You sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If The Launch Pad Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, C.C. 20580 and [state agency].

I have received a Franchise Disclosure Document, Effective Date _____. This disclosure document includes the following Exhibits:

A. Financial Statements
B. Franchise Agreement
C List of Current and Former Franchisees
D. Operation Manual Table of Contents
E. Agents for Service of Process
F. State Agencies
G. State Law Addendum
H. Effective Dates
I. Application for Franchise
J. Multi-Unit Agreement
K. Area Development Agreement

Date:_____

_____
Signature

_____
Printed Name

_____
Address

_____
City State Zip
RECEIPT