

Special Risks to Consider About *This* Franchise

1. **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by mediation and arbitration, only in Utah. Out-of-state mediation and arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Utah than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement, even if your spouse has no ownership interest in the franchise. This Guarantee will place both your and your spouse's marital and personal assets (potentially including your house) at risk if your franchise fails.
3. **Mandatory Minimum Payments.** You must make royalty and minimum advertising payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Short Operating History.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
5. **Inventory Control.** You must maintain the Minimum Inventory Levels stipulated in the Franchise Agreement. Your inability to make these purchases or to maintain required inventory levels at all times may result in termination of your franchise and loss of your investment.
- 5.6. **Unopened Franchises.** [The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.](#)
6. ~~**Termination.** If your store is not open within 18 months of signing the Franchise Agreement, Franchisor may terminate the Agreement without granting you an opportunity to cure (Franchise Agreement Section 3.02).~~

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" to see whether your state requires other risks to be highlighted.

TABLE OF CONTENTS

Item 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
Item 2: BUSINESS EXPERIENCE.....	3
Item 3: LITIGATION	4
Item 4: BANKRUPTCY	5
Item 5: INITIAL FEES.....	5
Item 6: OTHER FEES.....	5
Item 7: ESTIMATED INITIAL INVESTMENT.....	9
Item 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	12
Item 9: FRANCHISEE'S OBLIGATIONS.....	15
Item 10: FINANCING.....	16
Item 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.....	17
Item 12: TERRITORY	31
Item 13: TRADEMARKS	32
Item 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	34
Item 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS ..	35
Item 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	36
Item 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	
THE FRANCHISE RELATIONSHIP	36
Item 18: PUBLIC FIGURES.....	38
Item 19: FINANCIAL PERFORMANCE REPRESENTATION	39
Item 20: OUTLETS AND FRANCHISEE INFORMATION	44
Item 21: FINANCIAL STATEMENTS	49
Item 22: CONTRACTS	49
Item 23: RECEIPT.....	49
Item 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
Item 2: BUSINESS EXPERIENCE.....	3
Item 3: LITIGATION	4
Item 4: BANKRUPTCY	5
Item 5: INITIAL FEES.....	5
Item 6: OTHER FEES.....	5
Item 7: ESTIMATED INITIAL INVESTMENT.....	9
Item 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	12
Item 9: FRANCHISEE'S OBLIGATIONS.....	15
Item 10: FINANCING.....	16
Item 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.....	17
Item 12: TERRITORY	30
Item 13: TRADEMARKS	31
Item 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	33
Item 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS ..	34
Item 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	35
Item 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	35
Item 18: PUBLIC FIGURES.....	37
Item 19: FINANCIAL PERFORMANCE REPRESENTATION	38
Item 20: OUTLETS AND FRANCHISEE INFORMATION	43
Item 21: FINANCIAL STATEMENTS	47
Item 22: CONTRACTS	48
Item 23: RECEIPT.....	48

action is necessary. You waive your rights to notice of a collection action and to assert any defenses to collection against us or BaseCamp.

We work with Wells Fargo, Key Bank, Lendio, BaseCamp, and other lenders to assist our franchisees with financing, but receive no direct or indirect payments from them for placing financing.

BaseCamp does not plan to sell your note to a third party but reserves the right to do so.

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

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

Pre-Opening Assistance

Before you open your business, we will:

- A. Assist you in the selection, leasing or purchase of your Store location. We generally do not own the premises you will lease, nor do we select the site or approve the area in which you will operate. Instead, we may make recommendations regarding proposed sites to you, your licensed real estate agent, or attorney (see Franchise Agreement - Sections 1.01 and 3.02). The factors we typically consider in evaluating a proposed site include: nearby population, traffic flows, competition, specific location attributes, area reputation, proximity of the store to other Uptown Cheapskate stores (which must exceed 5 miles' driving distance as measured by Google Maps or another mapping service we may select), rental rates, and terms. It typically takes 3 to 6 months to select a site and negotiate a lease;
- B. Consult with your draftsman or architect, who will draft and file plans to obtain the required permits for the remodeling of your store in compliance with our requirements, as well as all local, state, and federal regulations. These may include, but are not limited to, health, sanitation, sign, utility, and building codes (see Franchise Agreement - Section 3.03);
- C. Provide suggestions and input to your general contractor, who will construct, remodel, and decorate the premises;
- D. Provide you and up to one other person with 6 days of training and a 5-day internship (see Franchise Agreement - Sections 3.04 and 4.08);
- E. Provide you with written specifications, prices and recommended or required vendors for fixtures, computers, equipment, and other supplies after you notify us that you have leased or purchased your Store location (see Franchise Agreement - Section 3.03). We generally do not provide, sell, deliver or install any

of the items you need to establish your business. Except for the BaseCamp Software Suite, Tech Support, and the bookkeeping service, all of which you are required to purchase from our affiliate BaseCamp (see Franchise Agreement Section 2.15), you may purchase the items needed to establish and operate your store from any vendor you choose, provided that those items meet your specifications;

F. Provide access to our online portal and/or loan you a copy of our Training and Operations Tools, which contain specifications, standards, policies, and procedures relating to the establishment and operation of your business (see Franchise Agreement - Sections 4.01, and 4.03). The Training and Operations Tools are confidential and remain the sole property of Uptown Cheapskate. We may modify them from time to time, but any modification will not alter your status and rights under the Franchise Agreement (see Franchise Agreement - Section 4.03);

G. Provide you (through our affiliate BaseCamp) with advice and support during regular business hours for the installation and use of your computer system (see Franchise Agreement - Section 4.01); and

H. Provide you with on-site assistance the day before, the day of, and the day after your grand opening (see Franchise Agreement - Section 3.06; applies to a Franchisee's first store only).

The length of time between (a) the earlier of the signing of the Franchise Agreement or the first payment of fees for the Franchise, and (b) the opening of the business is typically eight (8) to twelve (12) months. If you fail to open your store 18 months after you sign the Franchise Agreement, we can, in our sole discretion, either reduce or eliminate your Protected Area and/or terminate the Franchise Agreement. ~~This time period could be affected by numerous factors, such as the ability to obtain a lease, financing, building permits, zoning and local ordinances, weather conditions, the economy, shortages, travel restrictions, delayed installation of equipment, fixtures and signs, and other factors.~~ You cannot open the Store to sell products until you have at least 900 vendors in your database and have purchased the Minimum Inventory described in Item 7.

Post-Opening Assistance

During the operation of the franchised business, we will assist you with:

A. Becoming familiar with the characteristics and features of the products and services you will be offering (see Franchise Agreement - Sections 3.05 and 4.01);

B. Providing training materials and best practices to utilize with your managers and employees (see Franchise Agreement - Sections 3.04, 4.08, 4.09);

C. Implementing potential modifications and improvements to the Uptown Cheapskate System, which we may make from time to time at our sole discretion (see Franchise Agreement - Sections 4.01 and 4.03);

D. POS-related computer technical support, through our affiliate BaseCamp. So long as you pay the Computer Support Fee and meet the Computer System Standards, this service is provided at no additional cost during regular business hours (see Computer Requirements below, Item 6, and Franchise Agreement - Section 4.01);

E. [While we do not set minimum and/or maximum prices for products, we will assist you with](#) purchasing and pricing strategies of the products and services you will be offering in certain circumstances (see Franchise Agreement - Section 4.01); and

F. Administrative, operational, bookkeeping, accounting, reporting and inventory control procedures (see Franchise Agreement - Article 3, Sections 4.01, 4.03, 4.08, 4.12, 4.14, and 4.15). During the term of the Agreement, you may contact us at any time during business hours to discuss problems and ways to improve your Store. We may hold Refresher Trainings (which may be required if your sales do not meet or exceed the System average) and may hold annual and regional conferences or performance groups to discuss operational issues that may include: purchasing, pricing, inventory control, sales techniques, personnel, bookkeeping, accounting, marketing, merchandising procedures, or other subjects (see Franchise Agreement, Section 2.12). You must pay for your own travel, lodging, meal and living expenses. We may charge a reasonable registration or attendance fee to offset conference facility costs and may charge a pro-rated share of the conference facility expenses. Once you have signed a lease, you are required to attend the annual meeting each year, if it is held. Our annual meeting is typically held at or near the corporate headquarters, or at a hotel or resort. It typically takes place over four (4) days each year. Regional meetings and performance groups are typically held at a hotel in a market with multiple stores.

Advertising

You may advertise and promote your store through the following media: digital marketing (such as Instagram[®], Google Ads[®], Twitter[®], Facebook[®], TikTok[®], Pinterest[®]), email, SMS text messaging, television, radio, newsprint, billboards, bench signs, direct mail, flyers, and other media you choose with our prior written approval. Specific considerations include:

A. We may provide you with designs for electronic media such as digital ads, web pages and emails, upon your request. You may also receive designs for non-digital ads, posters, in-store signs, window displays, banners, radio and television spots and miscellaneous point-of-sale items (see Franchise Agreement -

unaudited accounting of the receipts and disbursements of the Marketing Fund will be available upon written request to us 60 days after the end of each fiscal year;

From January 1, 2023 to December 31, 2023, we made the following expenditures from the Marketing Fund:

Category:	Expenditure:
Production	83.8%
Media Placement	16.2%
Administrative Expenses	0.0%
TOTAL	100.0%

I. We may receive income from the Marketing Fund to offset our marketing-related administrative costs, in-house production, and marketing reimbursements. We use the Marketing Fund to create, test, and manage marketing materials and programs and to place advertising that primarily benefits the entire Uptown Cheapskate system. We are not required to spend any of these funds on advertising in the area in which your store is located (see Franchise Agreement - Section 2.05). Marketing materials created with Marketing Fund contributions may also be used in materials submitted to prospective franchisees as examples of our use of such funds to benefit franchisees (see Franchise Agreement - Section 2.05). None of these funds are used for advertising that is principally a solicitation for the sale of a franchise;

J. In addition to the Marketing Fund Fee described above, you must invest at least Twenty Thousand Dollars (\$20,000) to advertise and promote the grand opening (or re-opening) of your store during the period commencing two (2) months prior to the store opening (or re-opening) and ending one (1) month after the store opens (or re-opens). In some markets, to successfully advertise your Coming Soon, Open to Buy, and Grand Opening periods may require a higher marketing budget. If you are purchasing a Store that is already operating that has not been temporarily closed (a "Transfer Store"), or relocating a Store, you must invest at least Ten Thousand Dollars (\$10,000) in additional marketing over the first two (2) months from the date of ownership or relocation;

K. In addition to the Marketing Fund Fee and grand opening marketing requirement, you are required to spend the greater of \$2,000 per month or 5.0% of Gross Sales ("Advertising Expenditure") to advertise and promote your Store. Note that any expenditures made via the NMP, as described in Section E above, will count towards this amount. Also, if you are required to participate in a Local Advertising Cooperative described in Section G above, those contributions will count toward your total advertising requirement, as well. You are required to report your Advertising Expenditures to us on the 15th day of the month following each calendar quarter. [We are not required to spend any amount on advertising in the franchisee's area or territory.](#) If during any reporting interval, you fail to

Please see Item 6 for a disclosure of expenses and fees of a recurring nature.

Training and Operations Tools

You will be given access to our “Training and Operations Tools,” which consist of online training modules in the BaseCamp Training Portal, our New Store Playbook and supporting tools, our Annual Priorities book, Operating Manuals, and other documentation located in our online portal (BaseCamp Central). These materials contain mandatory and suggested specifications, standards, systems, and procedures for opening and operating your Store. The Training and Operations Tools are proprietary, confidential, and remain our property. We may modify or improve them from time to time, but the modifications will not alter your status and rights under the Franchise Agreement (see Franchise Agreement - Section 4.03).

Currently, the Training and Operations Tools include:

TRAINING PROGRAM

OPERATIONS MANUALS	
Subject	Number of Pages
New Store Playbook	156
Annual Priorities	228
Buyer Notebook	163
Quarterly Communication Log	226
Authentication Binder	139
BaseCamp Wiki	140 (approx.)
Managerial Accounting Workbook	35
TOTAL	1,087

The New Store Playbook provides a step-by-step guide for all tasks a franchisee must complete between the signing of their Franchise Agreement and their grand opening. It also outlines the extensive one-on-one support provided by BaseCamp’s team throughout the process. For ease of use, the New Store Playbook links to a dedicated shared drive for each store, which contains a wide range of additional tools, templates, and resources.

The Annual Priorities book outlines key operational and marketing priorities for each month of the year. It is a valuable point of reference for owners, their managers, and their broader

teams. The Annual Priorities book contains the highest-priority elements of execution at the store level, which franchisees can put into action using tools like the Buyer Notebook and Quarterly Communication Log. The BaseCamp Wiki is continuously updated and contains hundreds of other resources.

The table of contents for our Operating Manuals is found in Exhibit K.

Training Program

Prior to attending our formal training program, all attendees must complete the new franchisee at-home Online Training requirements, which typically take about 28 hours to complete. Our Online Training consists of the following:

Online Training Agenda

Subject	Hours of Training
UC-1 New Hire Training Program	2
UC-2 Register Training	1
UC-3 Advanced Associate	1
UC-4 Gatekeeper	1
UC-5 Buyer	11
UC-6 Manager	12
UC-Additional Resources (Meetings, etc.)	Varies
TOTAL	28

Once you have completed Online Training, you will then be required to join a cohort of other new franchisees for in-person training. Our 6-Day Training Program is held at our corporate office in North Salt Lake, UT and at one or several Salt Lake City, UT area Uptown Cheapskate stores. There is no charge for any of this training for you and up to one additional member of your team, but you will be responsible for all transportation, meals, lodging, compensation and incidental expenses. We conduct our 6-Day Training Program at various times throughout the year. We may modify the schedule, classes, topics, and instructors based on specific circumstances.

If you are a new franchisee, you and up to one other team member must attend and successfully complete [to our satisfaction](#), the 6-Day Training Program outlined above before you begin to purchase inventory and open your Store. If you are an existing franchisee, you and up to one other team member will be required to attend our 6-Day Training Program, if we determine it is necessary, before you begin to purchase inventory and open your Store.

Our affiliate BaseCamp has over 60 employees with specializations across Operations, Marketing, Technology, and Finance. Our 6-Day Training Program is cross-functional, bringing together representatives from each department to provide franchisees with the

the ways in which the Finance team can help you stay on top of your financial performance.

The experiences of the instructors for our training program are as follows:

Amy Deal: Ms. Deal joined our affiliate BaseCamp in 2017. She has served as the Director of Operations for Kid to Kid and our affiliate Uptown Cheapskate since July 2022. Before assuming these responsibilities, Ms. Deal held the position of New Store Manager from 2021-2022, Franchise Operations Consultant from 2019-2021, and Manager of the flagship Kid to Kid location in Salt Lake City from 2017-2019. Prior to joining BaseCamp, Ms. Deal held various roles at Target over an 8-year span.

Lyndie Giles: Ms. Giles joined our affiliate BaseCamp as a Franchise Operations Consultant in 2012 and assumed the role of Franchise Operations Team Lead in 2016. Prior to her tenure at BaseCamp, she served as the Western Regional Manager for Mirabella Beauty from 2007-2011, where she managed the company's relationships with salons and wholesalers across 11 states.

Katie Clifford: Ms. Clifford has served as Marketing Director for our affiliate BaseCamp since October 2023. Prior to joining BaseCamp, Ms. Clifford held management positions in marketing from 1998-2023 at a range of consumer-oriented companies and organizations, including Puma, the U.S. Olympic Committee, the North Face, O.C. Tanner, and Cricut.

Ian Wambold: Mr. Wambold has served as Creative Director at our affiliate BaseCamp since October 2023. Prior to joining BaseCamp, Mr. Wambold served as Creative Director at Enso Rings from 2020-2023, where he spearheaded the company's partnerships with Disney and Lucasfilm. Prior to that, Mr. Wambold served as Art Director at Credit One Bank from 2016-2020 and held a range of creative marketing positions at Henry Schein from 2007-2016.

Mel Green: Mr. Green has served as Chief Technology Officer for our affiliate BaseCamp, overseeing all software development, IT infrastructure, and technical support activities, since December 2022. Prior to joining BaseCamp, Mr. Green was VP of Engineering at Allset from 2021-2022, Director of Engineering at Instructure from 2018-2021, and held several technical leadership roles at various other companies beginning in 2007.

Linmin Kuang: Ms. Kuang has served as Senior Accountant of our affiliate BaseCamp since August 2023. Ms. Kuang originally joined our affiliate BaseCamp in 2015 as an Accounting Associate and was promoted to Bookkeeping Manager and System Data Analyst in June 2021. Ms. Kuang left BaseCamp in January 2022 to pursue her CPA and worked as a tax associate at Haynie & Company from 2022-2023. After earning her CPA, Ms. Linmin returned to BaseCamp and assumed her current role.

You and your associates may be required to participate in online training modules and attend additional training meetings and refresher courses from time-to-time at our

Item 12: TERRITORY

As an Uptown Cheapskate franchisee, you will receive ~~an exclusive~~the right to locate and operate a ~~store~~Store in a specific location (the "Store Location"). You will also receive our commitment that ~~Your right with respect to your Store Location includes a commitment by us not to permit the opening of another~~we will not permit any other corporate or franchise Uptown Cheapskate store to open within five (5) miles' driving distance (as measured by Google Maps or another mapping service we select) of your Store Location (the "Protected Area"). As such, the Protected Area will constitute an exclusive territory within which your Store Location will be the only such Uptown Cheapskate location.

It is important to note, however, that this exclusivity does not prevent ~~Note that you may face~~ competition from other Uptown Cheapskate franchisees, from outlets that we own, or from other distribution channels ~~of distribution~~ or competitive brands that owned by Uptown Cheapskate, we control~~provided~~ that are located outside of your~~the~~ Protected Area.

You may relocate your Store only with our prior written permission. If permission is granted, you must pay a Relocation Fee of \$5,000 (see Franchise Agreement – Section 1.04) and bring the relocated Store up to our then-current system standards. Unless otherwise agreed to by addendum or amendment, you may not establish additional stores or franchises unless you purchase them from us (see Franchise Agreement – Section 1.01).

We and our affiliates retain all other rights, and may, among other things, on any terms and conditions we deem advisable, and without granting you any rights therein:

- (1) establish and license others to establish an Uptown Cheapskate store at any location outside the Protected Area, notwithstanding their proximity to your Store Location or their actual or potential impact on sales at your Store Location;
- (2) establish, acquire or operate, or license others to establish and operate, stores under other systems or other proprietary marks, which stores may offer or sell products or services that are different from the products and services offered by your Store, including stores associated with our affiliate K2K. Such stores may be located within or outside the Protected Area, notwithstanding such stores' proximity to your Store Location or their actual or potential impact on sales at your Store Location; and
- (3) sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, any products, services or merchandise, from any location or to any purchaser (including, but not limited to, sales made at retail locations, via catalogue, mail order, and on the Internet), so long as such sales are not conducted from an Uptown Cheapskate located inside the Protected Area.

Item 19: FINANCIAL PERFORMANCE REPRESENTATION

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.

Basis

The following charts were compiled from unaudited financial reports (using the accrual basis) submitted to us from 101 Uptown Cheapskate stores that operated in the United States during the period of November 1, 2022 through October 31, 2023. This reporting period varies from our fiscal year end of December 31, 2023. During this period, a total of 127 stores were in operation, 26 of which were excluded from the consideration set. Of the 26 stores that were excluded, 17 stores were open for less than 12 months, 4 stores did not submit complete financial reports, and 5 stores underwent an ownership transfer during that period. ~~and we received adequate reports from 101 that were in operation for the entire period. Stores that were open for less than 12 months were excluded from this report.~~

The first chart reflects performance across all 101 stores in the consideration set, while the subsequent four charts reflect average performance across quartiles, as determined by Gross Sales.

Assumptions

Our study of financial data provided by franchisees measured our franchisees' performance in a variety of different markets.

Written substantiation for the financial performance data will be made available to you upon reasonable request.

These financial statements have been prepared without an audit.

RECITALS	7
TERMS OF AGREEMENT	9
1. GRANT, TERM, AND RENEWAL OF FRANCHISE	9
1.01 Grant and Acceptance.....	9
1.02 Term.	10
1.03 Renewal.	11
1.04 Relocation and Expansion.....	12
2. FINANCIAL OBLIGATIONS	13
2.01 Franchise Fee.	13
2.02 Advisory Association Fees.	13
2.03 Refund of Franchise Fee.....	13
2.04 Royalty Payments.	14
2.05 Marketing Fund.	14
2.06 Advertising Requirement, Advertising Penalty and Cooperative Fees.	15
2.07 Late Fees and Interest.	18
2.08 Payment of Obligations.	19
2.09 Insurance.....	20
2.10 Renewal or Relocation Fees.	20
2.11 Transfer Fees.	21
2.12 Continuing Education and Annual Meeting Non-Attendance Penalty.	21
2.13 Computer Software, Support Fee and Tech Support.....	22
2.14 Standards Violations Fees.	22
2.15 Bookkeeping Service Fee.	23
2.16 Indemnification.	23
3. ESTABLISHMENT OF BUSINESS	24
3.01 Financing.....	24
3.02 Site Selection.	24
3.03 Construction, Remodeling, and Fixturing.	25
3.04 Training and Internship.....	25
3.05 Initial Inventory Purchase.....	26
3.06 Pre-Opening Operational Assistance.....	27
4. OPERATIONS AND PROCEDURES.....	27
4.01 Compliance with Standards.....	27
4.02 Standards Violations.	32

4.03	Training and Operations Tools.....	32
4.04	Promotion.....	32
4.05	Promotion of Other Products or Services.....	33
4.06	Proper Authority.....	33
4.07	Laws and Licenses.....	34
4.08	Management.....	35
4.09	Associates.....	36
4.10	Advisory Association.....	37
4.11	Local Advertising Cooperative.....	37
4.12	Reports, Records, and Bookkeeping.....	38
4.13	Notices.....	39
4.14	Inspections.....	39
4.15	Audits.....	40
4.16	Variances.....	40
5.	PROTECTION OF RIGHTS AND INFORMATION.....	40
5.01	Ownership of Marks.....	40
5.02	Protection of Marks.....	41
5.03	Use of Marks in Advertising.....	41
5.04	Change of Marks.....	42
5.05	Protection of Information.....	42
5.06	Covenant Not To Compete.....	43
6.	SALE OR TRANSFER.....	45
6.01	Transfer by Uptown Cheapskate.....	45
6.02	Transfer by You.....	45
6.03	Conditions for Approval.....	45
6.04	Uptown Cheapskate’s Right of First Refusal.....	47
6.05	Ownership Changes.....	48
6.06	Death or Disability.....	48
7.	BREACH, DEFAULT, AND TERMINATION.....	48
7.01	Expiration.....	48
7.02	Mutual Consent.....	49
7.03	Termination by You.....	49
7.04	Breach by Uptown Cheapskate.....	49
7.05	Breach by You.....	50
8.	RIGHTS AND DUTIES UPON TRANSFER OR TERMINATION.....	52
9.	RELATIONSHIPS.....	54

9.01	Relationship of Parties	54
9.02	Legal Entity of Franchisee.....	55
9.03	Notice of Potential Profit.....	57
10.	ENFORCEMENT.....	57
10.01	Dispute Resolution.....	57
10.02	Waivers.....	59
10.03	Mutual Waiver of Class Actions.....	60
10.04	Mutual Waiver of Jury Trial.....	60
10.05	Mutual Waiver of Punitive Damages.....	60
10.06	Time Period to Bring Claims.....	60
11.	INTERPRETATION, MODIFICATION, AND SUBSTITUTION.....	60
11.01	Construction of Language.....	60
11.02	Governing Law.....	61
11.03	Severability.....	62
11.04	Entire Agreement.....	62
11.05	Modification.....	62
11.06	Successors.....	62
11.07	Cumulative Rights.....	63
11.08	Acknowledgment of Receipt of Documents.....	63
11.09	Further Acknowledgments.....	63
	APPENDIX “A” – Computer Equipment List.....	67
	APPENDIX “B” -- Receipt for Franchise Fee	68
	APPENDIX “C” -- Consent to Credit Check	69
	APPENDIX “D” -- Guarantee and Assumption of Obligations.....	70
	APPENDIX “E” -- Risk Disclosure Statement and Agreement.....	72
	APPENDIX “F” -- MARYLAND AMENDMENT TO UPTOWN CHEAPSKATE FRANCHISE AGREEMENT.....	77
	APPENDIX “G” -- CALIFORNIA AMENDMENT TO UPTOWN CHEAPSKATE FRANCHISE AGREEMENT.....	79
	APPENDIX “H” -- Local Advertising Cooperative Agreement	80
	RECITALS.....	4
	TERMS OF AGREEMENT.....	5

1.	<u>GRANT, TERM, AND RENEWAL OF FRANCHISE</u>	6
1.01	<u>Grant and Acceptance</u>	6
1.02	<u>Term</u>	7
1.03	<u>Renewal</u>	7
1.04	<u>Relocation and Expansion</u>	9
2.	<u>FINANCIAL OBLIGATIONS</u>	10
2.01	<u>Franchise Fee</u>	10
2.02	<u>Advisory Association Fees</u>	10
2.03	<u>Refund of Franchise Fee</u>	10
2.04	<u>Royalty Payments</u>	10
2.05	<u>Marketing Fund</u>	11
2.06	<u>Advertising Requirement, Advertising Penalty and Cooperative Fees</u>	12
2.07	<u>Late Fees and Interest</u>	15
2.08	<u>Payment of Obligations</u>	16
2.09	<u>Insurance</u>	16
2.10	<u>Renewal or Relocation Fees</u>	17
2.11	<u>Transfer Fees</u>	17
2.12	<u>Continuing Education and Annual Meeting Non-Attendance Penalty</u>	18
2.13	<u>Computer Software, Support Fee and Tech Support</u>	18
2.14	<u>Standards Violations Fees</u>	19
2.15	<u>Bookkeeping Service Fee</u>	19
2.16	<u>Indemnification</u>	20
3.	<u>ESTABLISHMENT OF BUSINESS</u>	20
3.01	<u>Financing</u>	20
3.02	<u>Site Selection</u>	20
3.03	<u>Construction, Remodeling, and Fixturing</u>	21
3.04	<u>Training and Internship</u>	22
3.05	<u>Initial Inventory Purchase</u>	23
3.06	<u>Pre-Opening Operational Assistance</u>	23
4.	<u>OPERATIONS AND PROCEDURES</u>	24
4.01	<u>Compliance with Standards</u>	24
4.02	<u>Standards Violations</u>	28
4.03	<u>Training and Operations Tools</u>	28
4.04	<u>Promotion</u>	29
4.05	<u>Promotion of Other Products or Services</u>	30

4.06	<u>Proper Authority</u>	30
4.07	<u>Laws and Licenses</u>	30
4.08	<u>Management</u>	31
4.09	<u>Associates</u>	33
4.10	<u>Advisory Association</u>	34
4.11	<u>Local Advertising Cooperative</u>	34
4.12	<u>Reports, Records, and Bookkeeping</u>	35
4.13	<u>Notices</u>	36
4.14	<u>Inspections</u>	36
4.15	<u>Audits</u>	36
4.16	<u>Variances</u>	37
5.	<u>PROTECTION OF RIGHTS AND INFORMATION</u>	37
5.01	<u>Ownership of Marks</u>	37
5.02	<u>Protection of Marks</u>	37
5.03	<u>Use of Marks in Advertising</u>	38
5.04	<u>Change of Marks</u>	38
5.05	<u>Protection of Information</u>	38
5.06	<u>Covenant Not To Compete</u>	40
6.	<u>SALE OR TRANSFER</u>	42
6.01	<u>Transfer by Uptown Cheapskate</u>	42
6.02	<u>Transfer by You</u>	42
6.03	<u>Conditions for Approval</u>	42
6.04	<u>Uptown Cheapskate's Right of First Refusal</u>	44
6.05	<u>Ownership Changes</u>	44
6.06	<u>Death or Disability</u>	45
7.	<u>BREACH, DEFAULT, AND TERMINATION</u>	45
7.01	<u>Expiration</u>	45
7.02	<u>Mutual Consent</u>	45
7.03	<u>Termination by You</u>	45
7.04	<u>Breach by Uptown Cheapskate</u>	46
7.05	<u>Breach by You</u>	47
8.	<u>RIGHTS AND DUTIES UPON TRANSFER OR TERMINATION</u>	49
9.	<u>RELATIONSHIPS</u>	51
9.01	<u>Relationship of Parties</u>	51
9.02	<u>Legal Entity of Franchisee</u>	51
9.03	<u>Notice of Potential Profit</u>	53

10. ENFORCEMENT.....	53
10.01 <u>Dispute Resolution</u>	53
10.02 <u>Waivers</u>	56
10.03 <u>Mutual Waiver of Class Actions</u>	56
10.04 <u>Mutual Waiver of Jury Trial</u>	56
10.05 <u>Mutual Waiver of Punitive Damages</u>	56
10.06 <u>Time Period to Bring Claims</u>	57
11. INTERPRETATION, MODIFICATION, AND SUBSTITUTION.....	57
11.01 <u>Construction of Language</u>	57
11.02 <u>Governing Law</u>	58
11.03 <u>Severability</u>	58
11.04 <u>Entire Agreement</u>	58
11.05 <u>Modification</u>	59
11.06 <u>Successors</u>	59
11.07 <u>Cumulative Rights</u>	59
11.08 <u>Acknowledgment of Receipt of Documents</u>	59
11.09 <u>Further Acknowledgments</u>	59
APPENDIX “A” — Computer Equipment List.....	63
APPENDIX “B” — Receipt for Franchise Fee.....	64
APPENDIX “C” — Consent to Credit Check.....	65
APPENDIX “D” — Guarantee and Assumption of Obligations.....	66
APPENDIX “E” — Risk Disclosure Statement and Agreement.....	68
APPENDIX “F” — MARYLAND AMENDMENT TO UPTOWN CHEAPSKATE FRANCHISE AGREEMENT.....	73

contractor, Certified Public Accountant, and attorney, as well as any other experts of your choosing, prior to making critical business decisions.

C. We have the right to license such service marks, trademarks, trade dress, trade names, logos and commercial symbols, and all configurations and derivations, as may presently exist, or which may be modified, changed, or acquired by us or our affiliates, in connection with the operation of an Uptown Cheapskate store (which marks and names are hereinafter collectively referred to as the “Marks”).

D. We have the right to promote and use the System and Marks and the right to authorize others, including franchisees, to promote and use the System and Marks.

E. You have applied to Uptown Cheapskate for one Uptown Cheapskate Franchise (the “Franchise”), as described in this Agreement. We have approved your application in reliance on your representations that you have the financial capacity, organizational ability, marketing experience, health, facilities, and interest to promote our image, goodwill and Marks, and the desire and commitment to meet the standards of performance in areas such as sales, promotion, personnel, training, financing, payment of obligations, and other areas set forth in this Agreement.

F. You acknowledge that you have carefully read and understood this Franchise Agreement, as well as the attached Franchise Disclosure Document (FDD), and all attached exhibits. You affirm that you have received these documents at least fourteen (14) calendar days prior to signing any binding agreement or making any payment related to the franchise offering, in compliance with Federal and state laws. You acknowledge, and that you have been given an ample time and opportunity to consult with advisors of your choosing, including legal counsel, about the potential benefits and risks of entering into this franchise. clarify any provision that you did not understand. You acknowledge that you understand and accept that the terms, conditions, and commitments promises contained in this Agreement are designed as being reasonably necessary to maintain our high standards of quality and service, and to protect our goodwill, and the goodwill associated with of our Marks, and are thus reasonably necessary. This acknowledgement does not constitute a waiver of any rights granted to you under federal or state law.

(2) provide Tech Support for the Software Suite and related hardware via telephone, intranet or other online communication during BaseCamp's regular business hours, or, for emergencies, during non-business hours, provided that you meet our "Computer System Standards", which are summarized below:

- Your computer system, including hardware and software components, back-up, networking, and anti-virus programs, continue to meet our specifications;
- Your staff is reasonably trained in the operation of the computer system and is following standard procedures;
- You use any documented instructions that we have provided to self-resolve issues before calling;
- You personally participate in the support discussion(s) with the tech team, if requested by us or BaseCamp;
- Unattended access is set up for the tech team to log on to your computer at any time; and
- Your computers are left running 24 hours per day.

If you do not meet the Computer System Standards, you may purchase technical support from BaseCamp at the rate of Fifty Dollars (\$50) per hour (which is subject to change) with a minimum charge of Twenty-Five Dollars (\$25) per session.

You agree to obtain, maintain, and use at your cost, and subject to our specifications: high-speed hardline internet access from the Store, an e-mail address, and a Store website that links to the Uptown Cheapskate website;

(i) Keeping the Store open to customers for both the purchase and sale of merchandise according to the minimum store hours we establish (the "Minimum Store Hours"). Currently, the Minimum Store Hours are as follows: 10:00am until 8:00pm from Monday through [Friday](#)[Saturday](#), and 11:00am until 5:00pm on Sunday. Note that you may choose to open your store for additional hours beyond the Minimum Store Hours. You agree to accept and purchase product, and to advertise that you accept and purchase product, whenever your Store is open; further, you agree to purchase products for all seasons, all year, every day your Store is open, for all hours that your Store is open, including during the Open to Buy period (collectively, the "Buying Requirements"). Within these Buying Requirements, you may require that customers return the next day to retrieve their payout (a "Drop-Off") if the vend is initiated within one (1) hour of Store closing;

11.07 Cumulative Rights.

Your rights and our rights are cumulative and no exercise or enforcement by you or us of any right or remedy hereunder shall preclude the exercise or enforcement by you or us of any other right or remedy hereunder or to which the party is entitled by law or equity to enforce.

11.08 Acknowledgment of Receipt of Documents.

You acknowledge that you ~~knowingly and truthfully~~ have executed Appendix "E", ~~which is attached to this document and is made a part of it,~~ (or a document identical to it), after being afforded an opportunity to consult with an attorney or other professional advisor. This Appendix and that is attached to and forms part of this document. ~~in~~ In Appendix "E" you acknowledge various risks, agree to certain provisions, and acknowledge receipt of this Agreement together with all Appendixes and other documents as noted therein.

11.09 Further Acknowledgments.

YOU ~~REPRESENT~~ AFFIRM THAT YOU HAVE THOROUGHLY READ THIS AGREEMENT AND UPTOWN CHEAPSKATE'S FRANCHISE DISCLOSURE DOCUMENT IN THEIR ENTIRETY, AND THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS ABOUT ~~CLARIFY~~ ANY PROVISIONS OR AND INFORMATION THAT WERE UNCLEAR AND TO SEEK CLARIFICATION OR LEGAL ADVICE AS NEEDED. ~~YOU DID NOT UNDERSTAND AND TO CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL ADVISOR.~~

YOU FURTHER ~~REPRESENT~~ AFFIRM YOUR THAT YOU UNDERSTANDING OF THE TERMS, CONDITIONS AND OBLIGATIONS OF THIS AGREEMENT AND THE FRANCHISE AND AGREE TO BE BOUND BY THEM ~~THEREBY~~.

NO PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE UPTOWN CHEAPSKATE EXCEPT AN AUTHORIZED OFFICER OF UPTOWN CHEAPSKATE ~~BY~~ THROUGH A WRITTEN DOCUMENT. NO REPRESENTATIONS, PROMISES, GUARANTEES OR WARRANTIES OF ANY KIND ~~WERE~~ HAVE BEEN MADE BY UPTOWN CHEAPSKATE OR ITS REPRESENTATIVES EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. YOU ~~UNDERSTAND~~ ACKNOWLEDGE THAT YOUR SUCCESS AS A FRANCHISEE IS CONTINGENT WILL DEPEND UPON YOUR OWN EFFORTS AND JUDGMENT, ADHERENCE TO YOUR ABILITY TO FOLLOW THE FRANCHISE SYSTEMS, AND THE PERFORMANCE OF YOUR SERVICES OF THOSE YOU EMPLOYEES.

PROTECTION ACT, RCW 19.100.100, AND THE RULES ADOPTED THEREUNDER.

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

Signed: _____ Signed: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

APPENDIX “F” -- MARYLAND AMENDMENT TO UPTOWN CHEAPSKATE FRANCHISE AGREEMENT

You and Uptown Cheapskate hereby modify the Franchise Agreement to comport with Maryland law as follows:

You and Uptown Cheapskate hereby modify the Franchise Agreement to comport with Maryland law as follows: The Securities Commissioner has determined that all initial fees and payments owed by franchisees shall be deferred until pending the satisfaction of all of the franchisor’s pre-opening obligations to the franchisee.

You shall pay the \$25,000 Franchise Fee, the \$10,000 for the BaseCamp software suite, which includes the IMAP™, Baseline™ point-of-sale, and “Q™” software from affiliate BaseCamp after Uptown Cheapskate has completed its material pre-opening obligations and you have opened for business.

Section 7.05(a) of the Franchise Agreement says it is a breach under the Franchise Agreement for you to file a voluntary petition in bankruptcy or to have an involuntary bankruptcy proceeding commenced against you which is not dismissed within 90 days. Termination of the Franchise Agreement for those reasons is not enforceable under federal bankruptcy law.

Section 10.01 of the Franchise Agreement is hereby modified to include the following provision: This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Section 10.01 of the Franchise Agreement provides for binding mediation. Any limitation on the period of time mediation claims must be brought shall not act to reduce the three (3) year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under such Maryland Law must be brought within three (3) years after the grant of the franchise.

Section 10.01 of the Franchise Agreement provides that any claim or controversy arising out of or relating to the Franchise Agreement shall be settled by binding mediation. You are required to mediate in Maryland. The Franchise Agreement provides that Maryland law governs all mediation proceedings.

Nothing contained in the Franchise Agreement is intended to nor shall it (a) act as a release, estoppel or waiver of any liability incurred under, or (b) deny you the right to bring a lawsuit in the State of Maryland for claims arising under, the Maryland Franchise Registration and Disclosure Law.

Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

APPENDIX "E" – Risk Disclosure Statement and Agreement does not apply to Maryland franchisees and should not be signed by Maryland franchisees.

Ownership Change: The franchisor recently had a change of ownership. The support provided by the franchisor may be different from previous owners. Therefore, the expenses related to operating the franchise and the potential revenue you might achieve may be different from past performance.

_____ Agreed to this _____ day of _____, _____.

Franchisor:

Franchisee:

Uptown Cheapskate Franchise
System, LLC

By: _____
Its: _____

By: _____
Its: _____

HAWAII ADDENDUM TO THE UPTOWN CHEAPSKATE
FRANCHISE DISCLOSURE DOCUMENT

THESE 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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES 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 OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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