

**EXHIBIT A**  
**STATE SPECIFIC ADDENDUM**

## EXHIBIT A

### **ADDENDUM TO i9 SPORTS CORPORATION OFFERING CIRCULAR REQUIRED BY THE STATE OF CALIFORNIA**

#### **CALIFORNIA APPENDIX**

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 contains provisions that are inconsistent with the law, the law will control.
2. The 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 contains 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 UFOC 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 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 requires 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 OFFERING CIRCULAR.
10. OUR WEBSITE, [www.i9sports.com](http://www.i9sports.com), HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS

CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at [www.corp.ca.gov](http://www.corp.ca.gov).

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

ATTEST

i9 SPORTS CORPORATION

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

FRANCHISEE:  
\_\_\_\_\_

**EXHIBIT "B"**

**MINIMUM PERFORMANCE STANDARDS**

Your Minimum Performance Standards in the Network Area are as follows for the following time periods during the Term (months start from the date of the Franchise Agreement). The dollar amount represents the amount of network revenues from participant registrations.

**METROPOLITAN TERRITORY:**

<b>Time Period</b>	<b>SPORT #1</b>	<b>SPORT #2</b>	<b>SPORT #3</b>
YEAR 1	\$30,000 per year	\$30,000 per year	\$0 per year
YEAR 2	\$45,000 per year	\$45,000 per year	\$35,000 per year
YEAR 3	\$60,000 per year	\$60,000 per year	\$50,000 per year
YEAR 4	\$75,000 per year	\$75,000 per year	\$75,000 per year
YEAR 5	\$90,000 per year	\$90,000 per year	\$90,000 per year
<b>BALANCE OF FRANCHISE TERM</b>	\$120,000 per year	\$120,000 per year	\$120,000 per year

**EXPANSION TERRITORY:**

<b>Time Period</b>	<b>SPORT #1</b>	<b>SPORT #2</b>	<b>SPORT #3</b>
YEAR 1	\$20,000 per year	\$20,000 per year	\$0 per year
YEAR 2	\$30,000 per year	\$30,000 per year	\$25,000 per year
YEAR 3	\$40,000 per year	\$40,000 per year	\$35,000 per year
YEAR 4	\$50,000 per year	\$50,000 per year	\$50,000 per year
YEAR 5	\$60,000 per year	\$60,000 per year	\$60,000 per year
<b>BALANCE OF FRANCHISE TERM</b>	\$80,000 per year	\$80,000 per year	\$80,000 per year

"YOU"

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

"WE"

**i9 SPORTS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



EXHIBIT "C"

**Authorization For Automatic Payments**

I authorize i9 Sports Corporation and the bank named below to initiate variable entries to my checking account. This authority will remain in effect until I notify you or the bank in writing to cancel it in such time as to afford the bank a reasonable opportunity to act on it. I can stop payment of any entry by notifying you or my bank 3 days before my account is charged. I can have the amount of an erroneous charge immediately credited to my account up to 15 days following issuance of my bank statement or 46 days after posting, whichever occurs first.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Address of Financial Institution

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Address (Please Print)

\_\_\_\_\_  
Checking Account Number

\_\_\_\_\_  
Bank Routing Number

(on the bottom left of your check)

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**Please submit completed form to Kim Armellino.**

**i9 Sports Corporation  
1723 South Kings Avenue  
Brandon, FL 33511  
Phone/Fax: (813) 662-6773**

**EXHIBIT "D"**

**CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS**

**THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS** (this "Assignment") is effective as of \_\_\_\_\_, 200\_\_, between **i9 SPORTS CORPORATION**, a Florida corporation, with its principal place of business at 1463 Oakfield Drive, Suite 135, Brandon, Florida 33511 ("we," "us" or "our") and \_\_\_\_\_ whose current place of business is \_\_\_\_\_ ("you" or "your"). You and we are sometimes referred to collectively as the "**parties**" or individually as a "**party**."

**BACKGROUND INFORMATION:**

We grant franchises for the operation of i9 Sports<sup>SM</sup> Franchises using the certain trademarks and service marks including, i9 Sports<sup>SM</sup> Franchise ("**i9 Sports<sup>SM</sup> Franchise**" or "**i9 Sports<sup>SM</sup> Franchise(s)**"). In order to protect our interest in the System and the Marks, we will have the right to control the telephone numbers and listings of i9 Sports<sup>SM</sup> Franchise if the Franchise Agreement is terminated.

We grant to persons who meet our qualifications and who are willing to undertake the investment and effort the right to operate an i9 Sports<sup>SM</sup> Franchise at a single location (the "**Franchise Program**").

**OPERATIVE TERMS:**

You and we agree as follows:

**Background Information:** The background information is true and correct. This Assignment will be interpreted by reference to the background information. Terms not otherwise defined in this Assignment will have the meanings as defined in the Franchise Agreement.

**Conditional Assignment:** You assign to us, all of your right, title and interest in and to those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Numbers and Listings**") associated with the Marks and used from time to time in connection with the operation of i9 Sports<sup>SM</sup> Franchise. We will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless we notify the telephone company and/or the listing agencies with which you have placed telephone directory listings (collectively, the "**Telephone Company**") to effectuate the assignment of the Numbers and Listings to us. Upon termination or expiration of the Franchise Agreement we will have the right and authority to ownership of the Numbers and Listings. In such event, you will have no further right, title or interest in the Numbers and Listings and will remain liable to the Telephone Company for all past due fees owing to the Telephone Company on or before the date on which the assignment is effective. As between us and you, upon termination or expiration of the Franchise Agreement, we will have the sole right to and interest in the Numbers and Listings.

**Power of Attorney:** You irrevocably appoint us as your true and lawful attorney-in-fact to: (a) direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us; and (b) sign on your behalf such documents and take such actions as may be necessary to effectuate the assignment. Notwithstanding anything else in the Assignment, however, you will immediately notify and

instruct the Telephone Company to effectuate the assignment described in this Assignment to us when, and only when: (i) the Franchise Agreement is terminated or expires; and (ii) we instruct you to so notify the Telephone Company. If you fail to promptly direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us, we will direct the Telephone Company to do so. The Telephone Company may accept our written direction, the Franchise Agreement or this Assignment as conclusive proof of our exclusive rights in and to the Numbers and Listings upon such termination or expiration. The assignment will become immediately and automatically effective upon Telephone Company's receipt of such notice from you or us. If the Telephone Company requires that you and/or we sign the Telephone Company's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, our signature On such forms or documentation on your behalf will effectuate your consent and agreement to the assignment. At any time, you and we will perform such acts and sign and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement. The power of attorney conferred upon us pursuant to the provisions set forth in this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our consent.

**Indemnification:** You will indemnify and hold us and our affiliates, stockholders, directors, officers and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of any agreement or contract or the nonpayment of any debt you have with the Telephone Company.

**Binding Effect:** This Assignment is binding upon and inures to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns.

**Assignment to Control:** This Assignment will govern and control over any conflicting provision in any agreement or contract which you may have with the Telephone Company.

**Attorney's Fees, Etc.:** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment or the enforcement thereof, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non-prevailing party. The term "**attorneys' fees**" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings.

**Severability:** If any of the provisions of this Assignment or any section or subsection of this Assignment are held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected, and will remain in full force and effect in accordance with its terms.

**Governing Law and Forum:** This Assignment is governed by Florida law. The parties will not institute any action against any of the other parties to this Assignment except in the state or federal courts of general jurisdiction in Hillsborough County, Florida, and they irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

**ASSIGNOR:**

**ASSIGNEE:**

\_\_\_\_\_  
**FRANCHISEE**

**i9 SPORTS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_ He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
**NOTARY PUBLIC**  
Commission No.: \_\_\_\_\_  
State of \_\_\_\_\_ at Large  
My Commission Expires: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of **i9 SPORTS CORPORATION**, a Florida corporation, on behalf of said corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
**NOTARY PUBLIC**  
Commission No.: \_\_\_\_\_  
State of \_\_\_\_\_ at Large  
My Commission Expires: \_\_\_\_\_

**THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS is accepted and agreed to by:**

\_\_\_\_\_  
**(TELEPHONE COMPANY)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_