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DEPARTMENT OF BUSINESS OVERSIGHT SAN FRANCISCO

FRANCHISE DISCLOSURE DOCUMENT

9ROUND
30 MIN KICKBOX FITNESS

9ROUND FRANCHISING, LLC
847 NE Main Street
Simpsonville, South Carolina 29681
Shannon@9Round com
Direct Line (864) 962-4600
www 9Round com
http //www facebook com/pages/Greenville-SC/9Round/70189065341
http //twitter com/#!/9round
http //www youtube com/9roundtv

You will offer a fitness center featuring a specialized program that is developed around a system of nine challenging circuit training stations, that incorporates boxing and kickboxing exercises, and that includes personal trainer assistance and nutrition services

The total investment necessary to begin operation of a 9ROUND franchise ranges from $75,200 to $116,800 This includes $24,000 that must be paid to the franchisor or an affiliate

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

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 an accountant

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 Shannon Hudson, 847 NE Main Street, Simpsonville, South Carolina 29681, (864) 962-4600, or shannon@9round com

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, D C 20580 You can also visit the FTC's home page at www ftc gov for additional information Call your state agency or visit your public library for other sources of information on franchising

There may also be laws on franchising in your state Ask your state agencies about them

Issuance Date ______________, 2017

STATE COVER PAGE

Your state may have a franchise law that requires 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 A 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 YOUR 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 PERMITS YOU TO MEDIATE OR SUE US ONLY IN THE STATE WHERE OUR CORPORATE HEADQUARTERS ARE LOCATED (CURRENTLY, SOUTH CAROLINA) OUT OF STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO MEDIATE OR SUE US IN SOUTH CAROLINA THAN IN YOUR HOME STATE

2 THE FRANCHISE AGREEMENT STATES THAT SOUTH CAROLINA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LAWS IN YOUR STATE YOU MAY WANT TO COMPARE THESE LAWS

3 THE TERRITORY IS NOT EXCLUSIVE YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS

4 YOU MUST MAKE MINIMUM ROYALTY, ADVERTISING, AND MEMBER SERVICES PAYMENTS, REGARDLESS OF YOUR SALES LEVELS YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT

6 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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 See State Effective Dates Page

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

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of ______ ____________, 2017

NOTICE REQUIRED BY
STATE OF MICHIGAN

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise

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

(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 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 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 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

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN

(i) The 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

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Franchise Section, 525 W Ottawa Street, G Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, telephone (517) 373-7117

THIS MICHIGAN NOTICE ONLY APPLIES TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, "we" or "us" means 9Round Franchising, LLC, the franchisor "You" means the person or entity that buys the franchise If the franchisee is a corporation, partnership or other entity, "you" does not include the franchisee's owners unless otherwise stated Certain provisions of the Franchise Agreement will apply to your owners and will be noted in this disclosure document

The Franchisor, its Parent and Affiliates

We are a South Carolina limited liability company formed on December 15, 2008 We currently do business only under our corporate name and under the trade name "9ROUND" Our principal business address is 847 NE Main Street, Simpsonville, South Carolina 29681 Our agents for service of process are disclosed in Exhibit A to this disclosure document We have no controlling parent company

We acquired the intellectual property related to the 9ROUND concept from our affiliate, 9Round, LLC ("9RSC"), upon our inception in 2008 9RSC maintains its principal business address at 847 NE Main Street Simpsonville, South Carolina 29681

Our affiliate, H&S Empire LLC ("H&S"), provides insurance administration services for our franchisees H&S shares our principal business address at 847 NE Main Street, Simpsonville, South Carolina 29681, and has never offered franchises in any line of business H&S has operated two businesses of the type you will operate since 2013, which are located in Greenville and Simpsonville, South Carolina

We have been offering franchises of the type described in this disclosure document since April 2009 Our subsidiary, 9Round International, LLC ("9Round International"), a South Carolina limited liability company, offers master franchise opportunities outside the United States 9Round International's principal business address is 847 NE Main Street, Simpsonville, South Carolina 29681 Our subsidiary, 9Round Franchising of Canada, Inc ("9Round Canada"), a Canadian corporation, has offered franchises of the type described in this disclosure document in Canada since February 2014 9Round Canada's registered address is Suite 2300, Bentall 5, 550 Burrard Street, Box 30, Vancouver, BC V6C 2B5, Canada

Neither we nor any of our affiliates has ever offered franchises in any other line of business None of our affiliates provide products or services to our franchisees

We have never operated a business of the type described in this disclosure document, but our founder, Shannon Hudson, and our affiliate, 9RSC, has operated a similar business since 2007

The Franchise Offered

We have developed a proprietary business format and system ("System") for operating a fitness center ("Center") that features a specialized program developed around a system of nine challenging circuit training stations, that incorporates boxing and kickboxing exercises, and that includes personal trainer assistance and nutrition services The 9ROUND program combines strength, cardiovascular exercises and circuit training for the entire body to achieve results

Our System includes a distinct interior layout, design, decor, color scheme, graphics, fixtures and furnishings, operating and customer service standards and procedures, advertising and marketing specifications and requirements, and other standards, specifications, techniques and procedures that we designate (collectively, the "Standards") Centers operating under the System are identified by the trade name and service mark "9ROUND" and other trademarks, service marks and trade identifiers that we designate (the "Marks")

We grant qualified candidates the right to operate one or more 9ROUND Centers according to our Franchise Agreement (see Exhibit C) and our Standards which will be communicated to you via our confidential operations manuals (the "Manual") (see Item 11)

Market Accelerator Program

We grant qualified candidates the right to develop two Centers for a reduced initial franchise fee of $44,000 (a discount of $4,000) or three Centers for a reduced initial franchise fee of $59,000 total (a discount of $13,000) according to our Market Accelerator Program If we grant you franchise rights according to our Market Accelerator Program, you will sign either two or three Franchise Agreements at the same time, and commit to opening the first Center within six months after the Franchise Agreements are signed, the second Center within one year after the Franchise Agreements are signed, and if applicable, the third Center within 18 months after the Franchise Agreements are signed See the Market Accelerator Program Addendum attached as Attachment H to the Franchise Agreement

The Market and Competition

The market for fitness and workout centers and clubs is well developed and very competitive You will compete with other fitness clubs offering similar services, including national franchise systems and other regional and local chains You also will compete to a certain extent with public recreation centers and not-for-profit community organizations, such as the YMCA Before selecting a site for your Center, you should survey the area for existing competitors and, in new or undeveloped areas, be aware that a competitor may enter the market at any time

Typically our services are sold to individuals and are not seasonal, although you may experience peak months and membership fluctuations For example, January is typically a busier month for health clubs

Laws and Regulations

In addition to laws and regulations that apply to businesses generally, your Center will be subject to various federal, state and local government regulations, including those relating to site location and building construction, such as the Americans with Disabilities Act

The physical fitness industry, particularly providing services through for-profit clubs, is subject to extensive regulation at the local, state and federal levels Many states have enacted specific laws (1) regulating membership contract length and terms, advertising and limitations on pre-opening sales, and (2) requiring bonding, buyer's remorse cancellation rights for limited periods (usually three to ten days after sale), and cancellation and partial refund rights for medical or relocation reasons At the federal level, health clubs who sell memberships on credit may be subject to the federal Truth-In-Lending Act and Regulation Z and various other credit-related statutes like the Equal Credit Act and Fair Debt Collection Practices Act

Some states have laws that require and regulate the content of service contracts and/or that require the presence of at least one person trained in administering CPR and/or to use an external defibrillator Many states also require that certain types of fitness centers be equipped with working defibrillators

It is solely your responsibility to comply with all applicable laws and regulations and to obtain and keep in force all necessary licenses and permits required by public authorities Before purchasing the franchise we strongly urge you to hire an attorney to review local, state and federal laws that may affect your operations or impact your operating costs

ITEM 2
BUSINESS EXPERIENCE

Founder, CEO, and Manager (Director) Shannon Hudson

Shannon is the creator and founder of the 9ROUND business model and system, and has served as our CEO and Manager (Director) since our inception in December, 2008 Shannon opened the first 9ROUND Center in March, 2007, which currently operates in Greenville, South Carolina Since July, 2008, he also has served as a Manager of 9RSC, which operates 9ROUND Centers in Greenville, South Carolina Since December, 2013, Shannon has served as Manager of H&S Empire LLC, which operates 9ROUND Centers in Greenville and Simpsonville, South Carolina

Chief Operations Officer and Manager (Director) Heather Hudson

Heather has served as our COO and Manager (Director) since our inception in December, 2008 Since July 2008, Heather also has served as a Manager of 9RSC, which operates 9ROUND Centers in Greenville, South Carolina Since December, 2013, Heather has served as Manager of H&S Empire LLC, which operates 9ROUND Centers in Greenville and Simpsonville, South Carolina

Manager (Director) Peter Taunton

Peter has served as our Manager (Director) and as advisor to the company since February 15, 2013, in Chanhassen, Minnesota Peter is the founder of Snap Fitness, Inc and has served as its President/CEO since its inception in October, 2003, in Chanhassen, Minnesota From November, 2011, through July, 2014, Peter also served as Chief Executive Officer of Kosama Franchising, LLC, located in Chanhassen, Minnesota He has been an owner and operator of health clubs for over 25 years

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item

ITEM 5
INITIAL FEES

You will pay us an initial franchise fee when you sign a Franchise Agreement If you are acquiring franchise rights for a single Center, the initial franchise is $24,000 If you are acquiring franchise rights for two Centers according to our Market Accelerator Program (see Item 1), the total initial franchise fee is $44,000 (a discount of $4,000) If you are acquiring franchise rights for three Centers according to our Market Accelerator Program, the total initial franchise fee is $59,000 (a discount of $13,000) If you are acquiring franchise rights for more than three Centers at the same time, the initial franchise fee for each Center after the third unit is $15,000

The initial franchise fee is payable in full when the Franchise Agreement is signed and is nonrefundable The initial franchise fee is uniform for all new franchisees but may differ for franchisees under prior existing agreements

ITEM 6
OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty Fee	$449 per month	Monthly	Subject to increase by an amount not to exceed the increase in Consumer Price Index
National Marketing Fee	$75 per month	Monthly	Subject to increase by an amount not to exceed the increase in the Consumer Price Index
Local Advertising	At least $6,000 per	Monthly	See Item 11 for more

Type of Fee (Note 1)	Amount	Due Date	Remarks
Spend, Local Marketing Fund, or Cooperative Advertising Contribution	rolling 12-month period (average of $500 per month) (Note 2)		information about our right to set up and require participation in a Local Marketing Fund or an Advertising Cooperative
Member Service Fees	Currently $49 per month (Note 3)	Monthly	
9ROUND Radio Fee	$35 per month per Center	Monthly	Subject to increase by an approved supplier
Heart Rate Zone System	$139 per month	Monthly	You will pay our Approved Vendor the then-current monthly license fee The fee may be collected through billing software with your monthly royalties
Website Fee	$25 per month	Monthly	Subject to increase by an amount not to exceed the increase in the Consumer Price Index
Audits	Cost of audit plus interest at the maximum rate allowable by law	Immediately upon receipt of bill	You pay for cost of audit only if it shows an understatement of Memberships or revenue
Transfer Fee	$4,000 if transferee is an existing 9ROUND franchisee If the transferee is new to the System, the transfer fee is equal to the then-current initial franchise fee	Upon application for consent to transfer	Payable when you transfer your franchise
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable only if your non-compliance with the Franchise Agreement causes us to incur legal expenses
Interest	18% per annum	Upon demand	Payable only if you fail to pay amounts owed to us when due
Indemnification	Will vary under the circumstances	As incurred	You must reimburse us if we are held liable for claims arising out of your franchise operations

Type of Fee (Note 1)	Amount	Due Date	Remarks
Supplier Review Fee	Our costs and expenses, which we expect will range from $1,000 to $3,000, but may exceed this range depending on the product	As incurred	See Item 8 for more information on approved suppliers
Modernization and Maintenance Costs	Our reasonable costs and expenses which will vary	Upon demand	You must maintain the Center premises after five years, and modernize them every five years If you fail to do so, we may complete these for you and you must pay us our reasonable costs
Securities Offering Costs	Will vary under the circumstances	Upon demand	If you engage in a private offering of securities, we must review the prospectus or other offering documents and you will pay our costs for that review
Ongoing Training	$100 to $500 per person plus reimbursement of our related travel and lodging costs for our representative	Upon demand	We may require you and other key employees of the Center to attend ongoing training, which will be held at a location that we designate
Renewal Fee	25% of the then current Initial Franchise Fee	Before renewal	
Administrative Fee	$250 per enforcement effort, such as notifying you of a violation of your franchise obligations, $25 per day for failure to access and comprehend emails	Upon demand	We may assess an administrative fee to compensate us for our time
Management Fee	5% of the Center's gross revenues, plus reimbursement of our reasonable costs and expenses	Upon demand	If you are in default of the Franchise Agreement, we may send our personnel to manage the Center until the default is cured

Notes

Note 1 All fees are imposed by, payable to, and collected by us unless otherwise noted All fees are imposed uniformly and are non-refundable upon payment As noted in the chart above, several fees paid to us are subject to adjustment over the ten-year agreement term based on increases in the Consumer Price Index (CPI) Adjustments based on the CPI will be made no more than once per year

Note 2 Each local advertising cooperative may elect to increase the monthly contribution if approved by a two-thirds majority of the members, and the minimum contribution is subject to adjustment by an amount not to exceed the increase in the CPI Centers owned by us and our affiliates are also members of their respective local Cooperative and each company-owned Center has the same voting rights as the franchised locations within the Cooperative If our company-owned Centers comprise the majority of a given Cooperative the maximum and minimum fees for that Cooperative will be consistent with the range stated in this Item 6 (subject to adjustment for increases in the CPI)

Note 3 As technology and member demands change, we anticipate providing different or additional services available to members Some of these services may include different or additional member service fees and you agree to participate in our future member service initiatives and pay the applicable fees that we impose periodically Currently, member services include access to the online franchisee portal which provides nutritional and fitness information The current charge is $49 per Center per month

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee[1]	$24,000	Lump sum	At signing of the Franchise Agreement	Us
Computer, Technology System and Sound System [2]	$1,500 to $2,000	As arranged	Before opening as incurred	Vendors
Lease Deposits, Utilities, and Insurance[3]	$2,000 to $5,500	As arranged	Before opening	Landlord, Utility Suppliers, and Insurer
Leasehold Improvements (optional)[4]	$0 to $15,000	As arranged	Before opening	Contractors
Leasehold Finishes and Fixtures [5]	$6,000 to $7,000	As arranged	Before opening	Contractors
Sound Proofing (optional)[6]	$0 to $10,000	As arranged	Before opening	Contractors
Grand Opening Marketing[7]	$4,600	As arranged	Before opening	Approved Vendors
Opening Equipment and Inventory Package[8]	$17,500	As arranged	Before opening as incurred	Approved Vendors
Exterior Signage[9]	$2,000 to $6,000	As arranged	Before opening	Vendors
Heart Rate Zone System[10]	$3,700	As arranged	Before opening	Approved Vendor
Shipping and Handling (for both Grand	$1,000 to $2,000	As arranged	As arranged	Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Opening Marketing Materials and Opening Equipment and Inventory Package)				
Travel, Lodging and Meals for Initial Training Program[11]	$1,000 to $2,000	As arranged	As incurred	See Item 11 and Note 8
Business Licenses and Other Professional Fees[12]	$400 to $1,000	As arranged	Before opening	Appropriate Licensing Authorities and Third Parties
Additional Funds – 3 months[13]	$11,500 to $16,500	As arranged	As incurred	Third Parties
Total[14]	$75,200 to $116,800			

These figures represent the estimated costs to develop a Center and to operate it during the initial phase – which is estimated to be three months We cannot guarantee that you will not have additional expenses during this period Your actual costs will depend costs will depend on how closely you follow the 9ROUND system standards, your management skill, experience and business acumen, local economic conditions, acceptance by local consumers of our approved services, prevailing wage rates, competition, the size of your Center, and other factors If you purchase franchise rights for multiple Centers under our Market Accelerator Program, you will incur these expenses for each Center you develop, less the applicable initial franchise fee discount In preparing your budget, you should also consider the potential effect of inflation on future costs All fees are nonrefundable unless otherwise stated

Note 1 See Item 5 for a description of the Initial Franchise Fee and available discount according to our Market Accelerator Program

Note 2 The range includes the estimated cost for computers, software, printers, high-speed internet connection, sound system, scanner for membership cards, an optional surveillance system, telephone(s) with answering system, and 9ROUND radio subscription

Note 3 These estimates are based on leasing a 1,000 to 1,500 square foot facility in a strip center in the Greenville, South Carolina area, and include your first month's rent, security deposit, utility deposits, and insurance The space must be an enclosed and separate from other businesses with its own locking door Except for the security deposit, lease payments generally are not refundable

The estimated deposits for utilities include electric, gas, and water, but your deposit may vary due to policies of local utility companies

See Item 8 for more information about our insurance requirements and our designated insurance program This estimate includes premium for three months of the insurance plan from our designated supplier If you need additional insurance for your Center (for example, state workers' compensation or a surety bond), you may have additional costs A surety bond may range from $100 to $500 per year, depending on the state Workers' compensation coverage may range from $450 to $1,000 and may be more depending on the number of employees and your state requirements

Note 4 These figures include the estimated cost of interior alterations and improvements This cost depends on the extent of the renovations needed to convert space into separate areas, costs of labor and materials in the area, local building and other code requirements, landlord construction criteria, any allowance you negotiate with the lessor for construction, and other factors We recommend that you find a location that needs minimal leasehold improvements or fixtures You may choose to invest in leasehold improvements, but we do not recommend it

Note 5 Includes the cost of paint, paneling, mirrors, lighting, and entry and bathroom tile These sums do not include any sums for purchase of real property, as we do not expect that you will buy real property These figures do not incorporate any landlord concessions, such as free rent or landlord build out of your space

Note 6 We recommend, but do not require, that you sound proof your Center, according to our specifications The figures included reflect these costs

Note 7 Before your Center opens for business, you will pay approved vendors a Grand Opening Marketing Fee of $4,600 for certain digital marketing services and pre-opening and grand opening advertising materials, including business cards featuring workout passes, club brochures, and vinyl banners The Grand Opening Marketing Fee will also cover the costs of digital marketing

Note 8 The Opening Equipment and Inventory Package includes the exercise equipment and floor mats necessary to operate the Center (including punching bags, weights, jump ropes, medicine balls and racks, speed bags, speed bag platforms and high-end industrial quality floor mats), interior signage, and your initial opening inventory of retail items (including gloves, hand wraps, apparel, and nutritional products)

Note 9 This includes estimated purchase cost of exterior signage and related delivery and installation We have a preferred vendor, however, you are free to use a local vendor

Note 10 You must purchase our 9ROUND Heart Rate Zone system current called 9ROUND PULSE You also must purchase all equipment required to implement and use the system, which includes a minimum 60-inch flat screen television to display live work out statistics You also must pay us an additional monthly license fee, currently $139 per month

Note 11 Training is held at our corporate headquarters (currently, Simpsonville, South Carolina) You are responsible for all costs associated with attending such as travel, room and board See Item 11 for more information about training

Note 12 We recommend that you hire an attorney to help you evaluate this franchise offering, to identify the laws and regulations that may apply to your Center, to help you set up a business entity, to review and negotiate your lease and for whatever other purpose you deem appropriate

Note 13 The figures in the chart represent the estimated amount of working capital you will need to cover other initial operating expenses for a period of three months This includes the minimum $500 per month that you must spend on local advertising and marketing These figures are estimates, and we cannot guarantee you will not have additional expenses starting the business The figures in the chart include the estimated amounts of employee salary or wages and rent

Note 14 The total estimated initial investment is an estimate only of the range of start-up expenses you may incur We relied on our principals' combined expertise when preparing these figures The actual amount of additional funds you will need depends on a variety of factors, including the size of your Center, the time of year when you start your business, type and quantity of exercise equipment in your Center, implementation of a marketing plan, your own management skill, economic conditions, competition in your area, and other factors The estimate of initial investment funds is based on owner-operated business, and does not include salaries or benefits for full-time employees As your business grows, you may choose to hire employees to carry out support service tasks The estimate does not include any finance charges, interest, or debt service obligation, or your living expenses You should have sufficient capital or other means to pay for your living expenses for at least 12 months

You should also allow for inflation, discretionary expenditures, fluctuating interest rates and other costs of financing, and local market conditions, which can be highly variable and can result in substantial, rapid and unpredictable increases in costs

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Site Selection

You must operate the Center at a location that meets our site selection requirements and that we have approved If you lease the location, you and the landlord must execute the standard form of lease addendum (attached to the Franchise Agreement as Attachment E)

You must construct and equip your Center according to our approved design, specifications and standards In addition to meeting our design specifications and standards, it is your responsibility to ensure that your building plans comply with the Americans with Disabilities Act and all other federal, state and local laws You must also use equipment (including hardware and software for the Technology System, as further described in Item 11), signage, fixtures, furnishings, products, supplies and marketing materials that meet our specifications and standards

Approved and Designated Suppliers

Currently, we are the only approved supplier of your ongoing inventory of gloves, supportive hand wraps, punching bags, certain print materials, heart rate monitors and belts, and website and nutrition services Other than this, neither we nor our affiliates are approved suppliers of any other products or services, and none of our officers hold an interest in any other privately-held suppliers, or a material interest in any publicly-held suppliers, to our franchise system Occasionally, our officers may own non-material interest in publicly-held companies that may be suppliers to our franchise system

You must purchase from approved sources our required opening equipment and inventory package (which includes furniture, equipment, initial inventory, and apparel), grand opening and pre-opening advertising services, certain heart rate monitoring equipment, 9ROUND radio services, and apparel

We will provide you with a list of approved manufacturers, suppliers and distributors ("Approved Suppliers List") and other approved equipment, signs, stationery, supplies and other items or services that we periodically designate as necessary to operate the Facility ("Approved Supplies List") We, an affiliate or a third party vendor or supplier, may be the only approved supplier for certain products The Supplies List also may include other specific products without reference to a particular manufacturer, or they may designate the specifications and/or standards for other approved products We may revise the Approved Suppliers List and Approved Supplies List We give you the approved lists as we deem advisable

You may use in the operation of the Center only the proprietary or non-proprietary equipment that we specify, and must purchase and lease all equipment that we designate from our approved suppliers

Except for instances where we designate a single source supplier, if you wish to purchase any products or services for which we have established approved suppliers from an unapproved supplier, you may request our consent in writing If we request, you must submit samples and other information as we require for testing or to otherwise determine whether the product, material or supply, or the proposed supplier meets our specifications and quality and safety standards We generally will notify you in writing of supplier approval or disapproval within 30 days of our receipt of all the information and samples we request You must pay the reasonable cost of the inspection and evaluation and the actual cost of the test The supplier also may be required to sign a supplier agreement We may re-inspect the facilities and products of any supplier of an approved supplier or item and revoke our approval of any supplier or item that fails to continue to meet any of our criteria Once approved, you may contract directly with the approved supplier We will send written notice of any revocation of an approved supplier or item

We apply the following general criteria in approving a proposed supplier (1) ability to make product in conformity with our specifications, (2) reputation and integrity of supplier, (3) financial condition and insurance coverage of the supplier, and (4) system uniformity

Insurance

You must maintain at your expense the types of insurance and the minimum policy limits specified in the Manual and our written directives Our affiliate, H&S Empire, provide insurance administration services to our franchisees, which includes facilitation of policy procurement, premium payments and policy renewals Where applicable law permits us to designate an insurance provider, we require our franchisees to purchase insurance from our preferred insurance provider

Your insurance policies must be underwritten by approved insurers licensed and admitted to write coverage in the state in which the Center is located and with a rating of "A" or better They must protect you, us, and our affiliates, and our and our affiliates' respective, past, present, and future officers, directors, owners, members, managers, employees, consultants, attorneys, and agents against any loss, liability, personal injury, death, property damage, or expense whatsoever arising out of or occurring upon or in with the condition, operation, management, use, or occupancy of your Center The policy must provide for the following coverages

Type of Insurance	Amount
General Liability including Hired Non-Owned Auto, Sexual Abuse or Sexual Molestation Liability, Medical Expense, and Business Income Coverage	$1,000,000 per occurrence, $5,000,000 in the aggregate
Property	$50,000
Professional	$1,000,000

In addition, you must carry workers' compensation and employer liability coverage as required by the jurisdiction in which you operate the Center

We, our affiliates, and other parties we designate must be named as additional insureds on a primary non-contributory basis under each policy, except for policies required by statute in your jurisdiction, including, but not limited to, workers' compensation and employer's liability insurance policies You and your insurers must also waive rights of subrogation against us We may require additional types of coverage or increase the required minimum amount of coverage upon reasonable notice Your obligation to obtain coverage is not limited in any way by insurance that we maintain Upon our request or as specified in the Manual, you must provide us with certificates of insurance evidencing the required coverage Your insurer(s) must commit not to cancel or amend the policy or policies without at least 30 days' prior written notice to us If you fail to obtain and maintain required insurance coverage, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance plus a reasonable fee for our services in procuring the insurance

Marketing and Promotional Materials

You may use only marketing and promotional materials that meet our standards (see Item 11 for more information on advertising and marketing)

Revenue Derived from Franchisee Purchases and Leases

We have an agreement with various merchandise suppliers where we receive a rebate of up to 35% of the sale price of each item

During our fiscal year ending on December 31, 2016, we derived $4,389,864 59 from franchisee purchases and leases, which amount represents 43% of our total revenue of $10,134,767 69, based on our audited financial statements

During our fiscal year ending December 31, 2016, H&S derived $86,605 35 in revenue for providing insurance administration services to our franchisees This information was based on the company's unaudited financial statements

Estimated Proportion of Required Purchases and Leases to all Purchases and Leases

We estimate that your required purchases or leases (meaning purchases or leases from approved or designated sources) will represent approximately 40% of your total purchases and leases in establishing the franchised business, and approximately 15% of your total purchases and leases in operating the franchised business

Description of Purchasing Cooperatives, Purchasing Arrangements

We negotiate purchase arrangements for the benefit of the System but not on behalf of individual franchisees This does not guarantee that the price for these products or services will be lower than other products or services on the market We are not aware of any purchasing or distribution cooperatives in the System as of the date of this disclosure document We do not provide you any material benefits (such as renewal rights or the right to acquire additional franchises) based on your purchases from approved or designated suppliers

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 disclosure document

	Obligation	Section in Franchise Agreement	Disclosure Document Item
a	Site selection and acquisition/lease	Sections 2B, 2C and 5A	Items 7 and 11
b	Pre-opening purchases/leases	Sections 5A, 5B, 5C, 6A and 6C	Items 5, 6, 7 and 8
c	Site development and other pre-opening requirements	Sections 2B, 2C 5A, 5B and 5C	Items 7, 8 and 11
d	Initial and ongoing training	Sections 7B and 7C	Items 5 6 and 11
e	Opening	Section 5D	Items 5 and 11
f	Fees	Sections 6K, 7C, 8 9, 11C 9 and 11H	Items 5, 6 and 7
g	Compliance with standards and policies/Operations Manual	Section 6	Items 6, 7, 8 11, 14 and 16
h	Trademarks and proprietary information	Sections 3, 6H, 10E and 10F	Items 13 and 14
i	Restrictions on products/services offered	Section 6	Items 6, 7, 8, 11, and 16

	Obligation	Section in Franchise Agreement	Disclosure Document Item
j	Warranty and customer services requirements	No provisions relating to warranty requirements Customer services see Sections 6 and 9D	Items 6 and 11
k	Territorial development and sales quotas	Sections 2B and 2C and Attachment A	Item 12
l	Ongoing product/service purchases	Section 6	Items 6, 7 and 8
m	Maintenance, appearance, modernization and remodeling requirements	Section 5	Items 8 and 11
n	Insurance	Section 10C	Items 7 and 8
o	Advertising	Section 8	Items 6 7 and 11
p	Indemnification	Section 10B	Item 6
q	Owner s participation/ management/staffing	Sections 7 and 15F	Item 15
r	Records/reports	Sections 6D 9I and 9J	Not Applicable
s	Inspections/audits	Sections 5C, 6E and 9J	Items 6 and 11
t	Transfer	Section 11	Items 6 and 17
u	Renewal	Section 4	Item 17
v	Post-termination obligations	Sections 10D and 14	Item 17
w	Non competition covenants	Section 10D	Item 17
x	Dispute resolution	Section 12	Item 17

ITEM 10
FINANCING

As of the date of this disclosure document we do not offer direct or indirect financing and we do not guarantee your note, lease or obligation

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

Except as listed below, 9Round Franchising, LLC is not required to provide you with any assistance

Before you open your Center, we will

1 Provide you with site selection criteria, and the general design for your Center (Franchise Agreement, Sections 5A and 5C)

2 Provide you with the names of Approved Suppliers and Approved Supplies Lists (Franchise Agreement, Section 6C)

3 Provide you with access to the Manual that details the specifications and procedures incidental to the operation of the Center (Franchise Agreement, Section 6G) These include specifications for equipment, signs, fixtures, opening inventory, and supplies We do not install the equipment, signs, or fixtures, but we provide installation instructions for certain items

4 Provide the training programs described below (Franchise Agreement, Sections 7B and 7C)

5 Provide grand opening assistance (Franchise Agreement, Section 8B)

During the operation of your Center, we will

1 Provide updates to the Approved Suppliers and Approved Supplies Lists (Franchise Agreement, Section 6C)

2 Evaluate your business and provide ongoing support and service as we determine necessary (Franchise Agreement, Section 6E)

3 Provide refresher training courses as we determine necessary (Franchise Agreement, Section 7C)

Advertising and Marketing

Before the Center opens for business, you must pay approved vendors the Grand Opening Marketing Fee After receiving your Grand Opening Marketing Fee payment, our approved vendors will provide to you digital marketing services and pre-opening and grand opening advertising materials for promoting the launch of your Center

You must use your best efforts to aggressively promote and advertise the Center in your local area and participate in any local promotional programs that we establish On an ongoing basis, you must spend at least $6,000 per year (an average of $500 per month, which may be more during peak months and less during non-peak months) on advertising or marketing that conforms to our standards and specifications The advertising program for the products and services offered by 9ROUND Centers currently consists of print, direct mail, digital advertising and special promotions designed for use by franchisees in their local markets We are not required to spend any amount on advertising in the area or territory where your franchise is located

Any marketing material not designed or provided by us must be pre-approved, you must submit your marketing materials to us for approval prior to using (print, electronic or other forms of media) and actively promote your Center and the system through use of approved local marketing and marketing materials We will not unreasonably withhold approval of your marketing materials if they are factually accurate and current, dignified, up-to-date, and in good condition, and accurately depict the 9ROUND Marks The marketing materials will be deemed approved if we do not disapprove or comment within 10 business days of receipt

National Marketing Fee

You must pay us a National Marketing Fee of $75 per month This is a fee that you pay to us, and not a contribution to an adverting fund or any kind of group or pooled advertising program Payments are accounted for as general operating revenue, and we do not provide a separate accounting for how this revenue is spent In consideration for this fee, we provide general marketing and promotional services for the 9ROUND brand These services may include any or all of the following creative development services (such as designing new logos, graphics, and promotional pieces), public relations services, web design services, social media, developing and implementing promotions, tie-ins, contests, and/or sweepstakes, direct mail advertising, sponsorships and endorsements, trade association memberships (such as IHRSA) Services may be provided by in-house personnel and/or third party service providers and vendors

Local Marketing Fund or Cooperative, Franchisee Advertising Council

We have the right to designate, in our discretion, any geographical area in which at least two 9ROUND franchises are located as a "designated advertising area" for the purposes of establishing a Local Marketing

Fund that we control ("Local Marketing Fund") or local or regional advertising cooperative controlled by its members ("Cooperative") If a Local Marketing Fund or Cooperative is established in your market, you will be required to participate and contribute Any amount contributed to a Local Marketing Fund or Advertising Co-op will be in addition to, and not in lieu of, the National Marketing Fee We have the right to determine the amount of contribution, in our sole judgment, provided that aggregate monthly contributions will not exceed $500 per month (subject to adjustment for increases in the Consumer Price Index) Any contributions you make to a Local Marketing Fund or Cooperative will count toward the minimum local advertising and marketing expenditure described above

If we have established a Cooperative in your area, you must participate in the Cooperative and its programs, execute any participating documents we require and abide by its bylaws A Cooperative may vote to increase the required contribution amount referenced above if approved by members representing at least two-thirds of the Centers in the Cooperative Each Center in the Cooperative will have one vote Centers owned by us and our affiliates will be a member of the Cooperative and will make the same contribution and have the same voting rights as franchised locations Each Cooperative will be required to adopt governing bylaws that meet our approval and that we may require the Cooperative to amend from time to time The Cooperatives must submit to us its meeting minutes on our request All advertising cooperatives must obtain our written approval of all promotional and advertising materials, creative execution and media schedules prior to their implementation The members of each Cooperative and their elected officers will be responsible for the administration of the Cooperative If you wish to obtain an accounting of your local Cooperative you may do so by submitting your request in writing to the officers of the Cooperative We reserve the right to administer the Cooperatives' funds and will require payment from its members via electronic funds transfer The governing documents are available for review upon reasonable request We reserve the right to require advertising and marketing cooperatives to be formed, changed, dissolved or merged

In the future, we may elect to form an advertising council composed of franchisees to advise us on advertising policies As of the date of this disclosure document, there is no advertising council in effect for the franchise system

Technology System

You must acquire, maintain, and use all computer hardware and related accessories and peripheral equipment, including the point of sale, music, and computer system (collectively, the "Technology System") that we require for use by the Center, and may not use any cash registers or computer hardware, accessories or peripheral equipment that we have not approved for use Requirements for use may include, among other things, connection to remote servers, off-site electronic repositories, and high speed Internet connections, and establishment of one or more e-mail accounts

You must *(i)* use any proprietary software programs, system documentation manuals, and other proprietary materials that we provide to you in connection with your operation of the Center, *(ii)* input and maintain in your computer such data and information as we require in the Manual and other written directives, *(iii)* purchase new or upgraded software programs, system documentation manuals, and other proprietary materials at then-current prices whenever we adopt such new or upgraded programs, manuals, and materials system-wide, and *(iv)* purchase from our approved supplier a 9ROUND radio subscription which is currently $35 a month for each Center You must enter into all software license agreements, "terms of use" agreements, and software maintenance agreements, in the form and manner we require, and pay all fees imposed by us or any third party software and software service providers hereunder As technology or software is developed in the future, we may, in our sole discretion, require you to *(i)* add to your Technology System memory, ports, and other accessories or peripheral equipment or additional, new, or substitute software, and *(ii)* replace or upgrade your Technology System and software as we require

The Technology System will collect and compile customer identification data and other membership data We may independently access from a remote location, at any time, all information (including member information) input to and compiled by your Technology System or an off-site server

The point of sale membership management equipment, including computer, initial inventory key tags, scanner, and signature pad (optional), credit card processing terminal, costs $1,000 to $1,500 and $149 a month for support The credit and debit card processing machine is without initial charge Leasing is not available You are obligated to repair and maintain all point of sale and computer systems necessary for the operation of your business This cost may be up to $300 per year You are required to update and upgrade all necessary point of sale and computer systems in response to changes in the Operations Manual, or changes in our policies that are communicated to you in writing There are no restrictions on the frequency or cost of such updating and upgrades

Site Selection

You will select the site for the Center within the Preliminary Designated Area that will be identified in the Summary Pages when you sign the Franchise Agreement You will identify a site within the Preliminary Designated Area (or if no sites are available in the Preliminary Designated Area, in proximity to it) for our approval In evaluating the site, we will consider the following factors demographics, visibility, ability to reflect image to be portrayed by 9ROUND businesses, access and parking, and market type (rural, suburban, and urban) Within 15 days after you have submitted all requested information concerning the site, we will notify you whether or not the site is approved You must acquire a site for the Center within 90 days after the Franchise Agreement is signed, or we may terminate the Franchise Agreement (Section 2B, 13B and 13D)

Typical Length of Time Before You Open Your Center

Franchisees typically begin operating their Centers within three to six months from the time they sign the franchise agreement or pay any consideration for the franchise Factors that may impact this time period include the extent of your site selection activities before you sign the Franchise Agreement, local real estate market conditions, and the time it takes to prepare a site survey, negotiate with the landlord, finalize your lease, complete leasehold improvements, and obtain necessary permits

You must open the Center for business no later than 180 days after the Franchise Agreement is signed If you acquired franchise rights for two or three Centers as part of our Market Accelerator Program, you will sign two or three Franchise Agreements (as applicable) at the same time You must open the second Center no later than one year after signing, and must open the third Center (if applicable) no later than 18 months after signing If you fail to open a Center within the required time periods, we may terminate the Franchise Agreement or, at our election, may eliminate any designated area protection afforded in the Franchise Agreement

Manual

Our Operating Manual currently consists of 73 pages The Table of Contents for the Operating Manual including number of pages on each subject, is included herein as Exhibit E In addition to the Operating Manual, we also communicate operations information to franchisees through system bulletins, monthly newsletters, and our online franchisee portal

INITIAL TRAINING PROGRAM

We will provide the following initial training to at least two people in your organization Unless we agree in writing that you may designate someone else to attend training, you (or each owner of the franchisee entity) must complete the initial training program to our satisfaction within 30 days of signing your location lease If you have a general manager, he or she must also complete training to our satisfaction We do not charge for this training, but you must pay the travel and living expenses and supply costs for you and your employees Our training program is four days and includes

Subject	Classroom Hours	On The Job Training	Location
The 9ROUND System	1 Hours	1 Hours	Simpsonville, SC or as we otherwise specify
9ROUND Standards, Client Satisfaction and Retention	1 Hours	2 Hour	Simpsonville SC or as we otherwise specify
9ROUND Workout Stations Boxing and Kickboxing Disciplines		3 Hours	Simpsonville, SC or as we otherwise specify
Equipment Specifications and Cleanliness of Center	1 Hour	1 Hours	Simpsonville, SC or as we otherwise specify
Floor Design	1 Hour		Simpsonville, SC or as we otherwise specify
Safety Procedures	1 Hours	1 Hours	Simpsonville SC or as we otherwise specify
Teaching Techniques	1 Hour	1 Hour	Simpsonville SC or as we otherwise specify
Business Operations	1 Hour		Simpsonville, SC or as we otherwise specify
Boxing and Kickboxing Disciplines		2 Hour	Simpsonville, SC or as we otherwise specify
Merchandising, Supplements Product Sales and Promotions	2 Hours		Simpsonville, SC or as we otherwise specify
Floor Operations and Drills	2 Hours		Simpsonville, SC or as we otherwise specify
Membership Packages and Overcoming Client Objections	1 Hours		Simpsonville, SC or as we otherwise specify
Training Clients and Workout		3 Hours	Simpsonville, SC or as we otherwise specify
Daily Operations and Checklists	1 hour		Simpsonville, SC or as we otherwise specify
Technology and Web Site	1 Hours		Simpsonville SC or as we otherwise specify
Administrative and Bookkeeping Responsibilities	2 Hours		Simpsonville, SC or as we otherwise specify
Training Clients and Workout		4 Hours	Simpsonville SC or as we otherwise specify
Starting Your 9ROUND Business	1 Hours		Simpsonville SC or as we otherwise specify
Marketing Your Business To Attract Clients	1 Hour		Simpsonville, SC or as we otherwise specify
Strategic Planning	2 Hours		Simpsonville, SC or as we otherwise specify
Staffing and Working with Trainers	1 Hours		Simpsonville, SC or as we otherwise specify
Boxing and Kickboxing Disciplines		2 Hours	Simpsonville, SC or as we otherwise specify
Follow Up and Review of previous topics (as needed)	2 Hours		Simpsonville, SC or as we otherwise specify
Total	19	13	

The training program will be conducted by or under the supervision of Shannon Hudson and Heather Hudson, and other instructors as we designate periodically Shannon Hudson has been immersed in martial arts training since 1987, and has been with us since our inception in 2008 Heather Hudson has been involved martial arts training since 2005, and has been with us since our inception in 2008 The training is subject to change

Periodically, we may offer ongoing training programs and we may charge a fee for attending these training programs Currently, our fee ranges from $100 to $500, and you must reimburse us our related out-of-pocket costs You must also pay the wages, travel and living expenses, and supply costs for you and your employees If you designate a new general manager after the initial training program, the new general manager must complete the training to our satisfaction We reserve the right to charge a fee to train any replacement general manager We have the right to develop certification programs for Center personnel who provide personal fitness instruction, teach any form of exercise, or provide any kind of fitness or nutrition instruction or counseling If we implement a certification program for a particular service provider, the service provider must become certified and comply with all certification requirements before providing services We may charge a fee which you must pay for providing certification-related courses and services In addition, we may hold and require that your Principal Owner (a person who owns a 25% or greater interest in the franchisee entity) and general manager or other designated employees attend, at your expense, any conference, meeting, convention or seminar to present new methods and programs for operation, training, management, sales or marketing

ITEM 12
TERRITORY

When the Franchise Agreement is signed, you will select a general geographic area in which you intend to operate your Center ("Preliminary Designated Area") We generally will approve your selection unless we determine, in our sole judgment, that it may negatively affect the interest of another 9ROUND franchisee or is otherwise unavailable for development under our current policies

Your Preliminary Designated Area will be identified on the Summary Pages of the Franchise Agreement Within 90 days after the Franchise Agreement is signed, you must acquire a site for the Center within the Preliminary Designated Area, provided that, if no sites are available in the Preliminary Designated Area, we generally will approve a site in proximity to the Preliminary Designated Area Once you have acquired the site, we will complete the Franchise Agreement to reflect the site (which will become the Center's "Authorized Location") and to define your "Designated Area" around the Authorized Location If your approved site is within the Preliminary Designated Area, your Designated Area will be substantially the same as your Preliminary Designated Area in terms of size, shape or demographics Once defined in Attachment A, your Designated Area will remain constant throughout the initial term of the franchise

A minimum Designated Area will consist of one city block and, in suburban and rural areas, may be as large as a three-mile driving distance from the anticipated location The actual size and boundaries of your Designated Area will depend upon a variety of factors, including the population base, density of population, growth trends of population, the density of residential and business entities, and major topographical features which clearly define contiguous areas, like rivers, mountains, major freeways, and underdeveloped land areas

Unless approved by us, all membership sales must be made face-to-face, although you may solicit membership sales *within* your Designated Area by mail, telemarketing (so long as you abide by the no-call lists) or other non-face-to-face basis You may solicit, advertise and accept memberships online or outside your Designated Area only with our prior approval or according to our then-current policies There are no other restrictions on your right to solicit or accept memberships inside or outside of your Designated Area You may not sell merchandise or services through other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing

You will not receive an exclusive territory You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control During the term of this Agreement, however, neither we nor our affiliates will develop or operate, or grant to anyone else the right to develop or operate, a 9ROUND Center physically located in the Designated Area We and our affiliates have the right to develop and operate and grant others the right to develop and operate 9ROUND Centers outside the Designated Area, regardless of their proximity to the Designated Area or any negative impact they may have on your Center

We also have the right to develop and operate, and grant others the right to develop and operate, fitness clubs and other businesses under a different trademark within and outside the Designated Area, which may be similar to or competitive with 9ROUND Centers We will not operate, franchise or license the operation of a fitness center with 90% or more of its business based on a boxing and kickboxing circuit training program in your Designated Area, except in connection with our acquisition of a multi-unit brand If we acquire a multi-unit brand (through a stock purchase, asset purchase, merger or otherwise), we or our affiliate may operate, franchise or license the operation of the acquired brand within and outside the Designated Area without offering any rights to you

Certain locations are by their nature unique and separate in character from sites generally developed as 9ROUND Centers ("Special Sites") These Special Sites are excluded from the Designated Area and we have the right to develop, license or franchise Centers at these locations within or outside your Designated Area (1) military bases, (2) public transportation facilities, including, without limitation, airports, limited access highway travel plazas and other transportation terminals, (3) sports facilities, including race tracks, (4) student unions or other similar buildings on college or university campuses, (5) hotels, resorts or similar short-term lodging, (6) apartment or condominium complexes, and (7) corporate office buildings or office parks

We reserve to ourselves all other rights to use the System and Marks anywhere and in any manner including, without limitation, the right to offer, sell or distribute items such as training videos, equipment, athletic gear, etc , associated with the System (now or in the future) or identified by the Marks, or any other trademarks, service marks or trade names, through any distribution channels or methods, without compensation to any franchisee These distribution channels or methods may include, without limitation, retail stores, mail order, wholesale or the internet (or any other existing or future form of electronic commerce) Our reserved rights also include the right to provide and to license third parties to provide the 9ROUND program, and other ancillary programs developed by or for us or our affiliates, at host locations (such as apartments, condo associations, corporate office buildings, schools, community centers and other gyms and fitness centers)

There are no restrictions on our rights to solicit or accept orders in or outside of your Designated Area We are not required to compensate you for soliciting or accepting orders in the Designated Area

Except for the territorial protections described above, you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control

Continuation of your Designated Area does not depend on the achievement of a certain sales volume, market penetration or other contingency You do not have any right to sublicense or sub-franchise within or outside of the Designated Area You do not receive the right to acquire additional franchises within or outside of your Designated Area (although we may allow you to open another Center if you sign another Franchise Agreement with us and meet our requirements)

If you fail to acquire a site for the Center within 90 days after the Franchise Agreement is signed, instead of terminating this Agreement, we may eliminate the Designated Area protection and open that area for development by us or another franchisee If you participate in the Market Accelerator Program and fail to meet the deadlines for one or more Centers, we may eliminate the Designated Area protection for the remaining Franchise Agreements for Centers yet to be developed (but not for any Center that is already open) We also may unilaterally modify your Designated Area upon renewal or if you transfer your franchise rights (see Item 17) Other than described above, we have no right to modify your territorial rights except by mutual written consent of the parties

You may relocate your Center under certain circumstances and subject to our approval If you need to relocate because of condemnation, destruction, or expiration or cancellation of your lease for reasons other than your breach, we will permit you to relocate the Center to a site that is acceptable to us, that is within your Designated Area, that is reasonably suited for a Center, and that does not infringe on the rights of any other 9ROUND franchisee The new Center must be open and operating within 60 days after you discontinue operation at the present Center If you voluntarily decide to relocate the Center, you must notify us of your intent to relocate at least 60 days before you close the present Center You also must have procured a site within your Designated Area that we accept 15 days prior to closure, have opened the new Center for business within 24 hours after closing the present Center, and must have complied with any other conditions that we reasonably require You must pay the costs of any relocation, and we reserve the right to charge you for any reasonable costs that we incur Upon relocation of your Center for any reason, we may modify your Designated Area, in our sole judgment, to take into account the designated areas of neighboring Centers and other factors We have the right to refuse to consent to a relocation if you lose the right to occupy the Center premises because of the termination of your lease due to your breach

ITEM 13
TRADEMARKS

We own the following Marks, which are registered on the Principal Register of the U S Patent and Trademark Office All required affidavits have been filed

Trademark	Register	Registration Date	Registration Number
9ROUND	Principal	July 22 2014	4571726
9ROUND 30 MIN KICKBOX FITNESS	Principal	April 29, 2014	86265208
9R	Principal	May 12, 2015	4736191
9R	Principal	September 22, 2015	4818919

We have also applied for the following Marks on the Principal Register of the U S Patent and Trademark Office

Trademark	Register	Filing Date	Serial Number
9ROUND PULSE	Principal	September 2, 2016	87159478
9ROUND PULSE	Principal	September 2, 2016	87159481
TRAIN TRACK TRIUMPH	Principal	September 2, 2016	87159483

We do not have federal registrations for these trademarks Therefore, these trademarks do not have many legal benefits and rights as a federally registered trademark at this time If our right to use any of these trademarks are challenged, you may have to change to an alternative trademark, which may increase your expenses

There are no agreements currently in effect which significantly limit our rights to use or license the use of the marks in any manner material to you

You may not make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing We may change the System presently identified by the Marks including the adoption of new Marks, new program offerings, new equipment or new techniques and you must adopt the changes in the System, as if they were part of the Franchise Agreement at the time of its execution You must comply, at your cost, within a reasonable time if we notify you to discontinue or modify your use of any Mark We will have no liability or obligation as to your modification or discontinuance of any Mark Any goodwill resulting from your use of the Marks inures to our benefit

There are currently no effective material determinations by the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation, involving the Marks There are no infringing uses actually known to us that could materially affect your use of the Marks

If there is any infringement of, or challenge to, your use of the Marks, you must immediately notify us, and we will take action that we deem appropriate We have the right to control all administrative proceedings and litigation involving the Marks The Franchise Agreement does not require us to take affirmative action if notified of the claim The Franchise Agreement also does not require us to participate in your defense or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding based on your use of the Marks, or if the proceeding is resolved unfavorably to you If we determine that a trademark infringement action requires changes or substitutions to the Marks, you must make the changes or substitutions at your own expense

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We own a registered copyright for the video entitled "9Round Circuit Workout," which was registered with the U S Copyright Office on December 24, 2009, registration number PA0001690875 Except for this video, there are no registered copyrights or patents, or pending patent applications, material to the franchise We claim copyright protection, however, for several elements of the System including the design elements of our Marks, and the content of our Manual, training materials, web site, and promotional and other materials

There are currently no effective determinations of the Copyright Office (Library of Congress), United States Patent and Trademark Office, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights There are no infringing uses actually known to us that could materially affect your use of the patents or copyrights

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights You must notify us promptly of any infringement or unauthorized use of the patents or copyrights of which you become aware

You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including but not limited to the manuals Upon termination of your Franchise Agreement, you must return to us all proprietary information, including but not limited to the manuals and all other copyright material You must notify us immediately if you learn about an unauthorized use of proprietary information We are not obligated to take any action and we have the sole right to decide the appropriate response to any unauthorized use of proprietary information You must comply with all changes to the manuals at your cost

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

During the term of the Franchise Agreement, you (if franchisee is an individual) or your general manager must devote sufficient time and best efforts to the management of the Center You are expected to stay informed about our organizational plans, initiatives and direction by regular review of communications sent to you electronically or otherwise

You or your general manager must provide direct on-premises supervision to the Center The general manager must complete our training course He or she need not have any equity interest in the franchisee or the business entity that owns or operates the franchise If he or she fails to satisfactorily complete the training program, you may designate a different individual and you must notify us immediately We may request that you are present at the Center for any inspection or evaluation we conduct

All officers, directors, members and all managers, instructors and other employees having access to our proprietary information must execute non-disclosure agreements in a form we accept If we so require, your managers, instructors and other employees receiving training from us must execute covenants not to compete in a form that we approve

Any individual or entity that holds, directly or indirectly any equity interest in the franchisee must sign a personal guaranty

ITEM 16
RESTRICTIONS ON LOCATION AND WHAT THE FRANCHISEE MAY SELL

You must offer at the Center all of the products, equipment and services that we periodically require and you may not offer at the Center any unapproved products or use the premises for any purpose other than the operation of the Center We have the unlimited right to change the types of authorized services you may offer

If permitted by state and local law, you must be open for business for the numbers of days and hours we required, currently a minimum of 50 hours per week (we recommend 68 hours per week) You may solicit and accept Memberships within your Designated Area We may periodically negotiate contracts with corporations, affinity groups and insurance plans that will require that certain terms or discounts be offered to members of that corporation, affinity group or insurance plan by all franchisees at all locations ("National Accounts") You must provide the special terms and/or discounts to these National Accounts You are not otherwise limited in the customers to whom you may sell products or services

You may not install or maintain on the Center premises any gaming, entertainment or vending machine without our prior written approval and you must agree to participate in any vending or media program we establish for the system

You must participate in all marketing promotions that we prescribe, including price promotions We also have the right to establish your membership and retail prices to the extent permitted by applicable law

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements You should read these provisions in the Agreements attached to this disclosure document

	Provision	Section in Franchise or Other Agreement	Summary
a	Length of the franchise term	Section 4A	Term is 10 years
b	Renewal or extension of the term	Section 4B	Renewal for one additional 10-year term
c	Requirements for franchisee to renew or extend	Section 4B	You must give us written notice of your decision to renew at least six months but not more than 12 months before the end of the expiring term, you must sign our then-current form of Franchise Agreement, the terms and conditions of which may be materially different than the terms and conditions of our current Franchise Agreement and which may contain terms less favorable to you, including

	Provision	Section in Franchise or Other Agreement	Summary
			different fees and a different Designated Area, you must pay a renewal fee, you must have complied with the modernization requirements for your Center, you are not in default and have satisfied your obligations on a timely basis, if leasing, you have written proof of your ability to remain in possession of the Center premises throughout the renewal term and provide any then-required lease addendum, you comply with our training requirements, and you sign a release (provided that any release will not be inconsistent with any state law regulating franchising)
d	Termination by franchisee	Section 13C	You may terminate the Franchise Agreement only for a material breach by us, provided you give us written notice of the breach and allow at least 60 days' notice and opportunity to cure such breach and, if not cured, wait 90 days from the original notice of breach before terminating the Franchise Agreement
e	Termination by franchisor without cause	Not applicable	Not applicable
f	Termination by franchisor with cause	Sections 13A and B	We can terminate the Franchise Agreement only if you default or fail to comply with your obligations
g	"Cause" defined – curable defaults	Sections 13A and B	You have 10 days to cure the non-submission of reports and non-payment of amounts due and owing, and 30 days to cure defaults for the failure to abide by our standards and requirements in connection with the operation of your business, or failure to meet any requirements or specifications established by us, and any other default not listed in h below

	Provision	Section in Franchise or Other Agreement	Summary
h	"Cause" defined – non-curable defaults	Sections 13A and B	Non-curable defaults include failure to acquire a site for the Center within 90 days after the Franchise Agreement is signed, or to open the Center for business within 180 days after the Franchise Agreement is signed, abandonment, loss of lease, the failure to timely cure a default under the lease, the loss of your right of possession or failure to relocate, closing of Center, insolvency, unapproved assignments or transfers, convictions, intentionally understating or underreporting Memberships or fees, multiple defaults, or failure to cure within 24 hours of notice a default which materially impairs the goodwill associated with any of our Marks
i	Franchisee's obligations on termination/non-renewal	Sections 10D and 14A-C	Obligations include complete de-identification and payment of amounts due, assignment of your lease to us upon our demand, assignment to us of your telephone numbers, return of manuals and proprietary materials, refunding members, and our right to purchase assets of the Center (also see o and r below)
j	Assignment of contract by franchisor	Section 11F	No restriction on our right to assign
k	"Transfer" by franchisee – defined	Section 11A	Includes any transfer of your interest in the Franchise Agreement or in the business or any ownership change listed in Section 11A of the Franchise Agreement
l	Franchisor approval of transfer by franchisee	Section 11B	We have the right to approve all transfers but will not unreasonably withhold approval
m	Conditions for franchisor approval of transfer	Sections 11B-D	Transferee meets all of our then-current requirements for one of the franchise development programs then being offered, transferee must sign our then-current form of Franchise Agreement, the terms and conditions of which may be materially different than the terms and conditions of our current Franchise Agreement and which may contain terms less favorable to the transferee, including different fees and a different Designated Area, applicable transfer fee paid, all amounts owed by prior franchisee paid,

	Provision	Section in Franchise or Other Agreement	Summary
			required modernization is completed, training completed, required guaranties signed, necessary financial reports and other data on franchise business is prepared, and release signed by you (provided release will not be inconsistent with any state law regulating franchising (also see r below)
n	Franchisor's right of first refusal to acquire franchisee's business	Section 11E	We can match any offer for your Center assets and, in the case of a proposed stock sale, we can purchase your Center assets at a price determined by an appraiser, unless you and we agree otherwise
o	Franchisor's option to purchase franchisee's business	Section 14B	Upon expiration or termination, we have the right to assume your lease for the Center premises, to assume all membership contracts, to assume all telephone numbers used in connection with the operation of your Center, and to purchase or designate a third party that will purchase all or any portion of the assets of your Center, including the equipment, fixtures, signs, furnishings, supplies, leasehold improvements and inventory Qualified appraiser(s) will determine price as described in the Franchise Agreement
p	Death or disability of franchisee	Section 11D	You can transfer your franchise right to your heir or successor in interest like any other transfer, but if assignee is an existing franchisee, your spouse or your child, no transfer fee is required
q	Non-competition covenants during the term of the franchise	Section 10D	No direct or indirect involvement in the operation of any fitness business other than one authorized in the Franchise Agreement
r	Non-competition covenants after the franchise is terminated or expires	Section 10D	No direct or indirect involvement in a competing business for two years at the premises of the former Center, within 10 miles of the former Center, within any other franchisee's Designated Area, or within 10 miles of any other business or Center using the System

	Provision	Section in Franchise or Other Agreement	Summary
s	Modification of agreement	Section 15B	No modifications generally, but we have the right to change the Manual and the list of authorized trademarks We also have the right to define your Designated Area once you have acquired a site for the Center
t	Integration/merger clause	Section 15B	Only the terms of the Franchise Agreement are binding (subject to state law) Any representations or promises made outside the disclosure document and Franchise Agreement may not be enforceable We do not disclaim any representations made in this disclosure document
u	Dispute resolution by arbitration or mediation	Section 12	Except for certain claims, all disputes must first be submitted to mediation and, if not resolved by mediation, must be arbitrated in the city where our corporate headquarters are located (currently, Simpsonville, South Carolina) (subject to state law)
v	Choice of forum	Section 15I	Litigation must be in the city where our corporate headquarters are located (currently, Simpsonville, South Carolina), except as restricted or prohibited by applicable state law regulating franchising
w	Choice of law	Section 15H	South Carolina law governs construction of the Franchise Agreement and the parties' relationship, except as restricted or prohibited by applicable state law regulating franchising

ITEM 18
PUBLIC FIGURES

We currently do not use any public figure to promote our Franchise

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised 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

HISTORIC MEMBERSHIP NUMBERS AS OF DECEMBER 31, 2016 FOR THE 272 9ROUND CENTERS IN OPERATION FOR THE FULL 12 MONTHS OF 2016[1]

As of December 31, 2016, there were 449 9ROUND Centers operating in 40 states and nine countries Of these 449 Centers, 390 were in the United States In the United States, six Centers are operated by our affiliates and 384 are franchised locations Of these 390 U S Centers, 272 (266 franchised and six affiliate-owned) were in operation for the full 12-month period ending December 31, 2016

The chart below reflects historical membership information concerning these 272 Centers that were open and operating for at least the full 12-month period ending December 31, 2016

<u>All 272 Centers</u>

	Average Number of Members as of December 31, 2016[2]	Centers that Attained or Surpassed the Average Member Number	Percentage of Total Centers that Attained or Surpassed the Average Member Number
Centers with top 20% membership counts (54 centers)	322	20	37 04%
Centers with middle 60% membership counts (164 centers)	187	82	50 00%
Centers with bottom 20% membership counts (54 centers)	101	26	48 15%

<u>Note 1</u> The 9ROUND centers reflected in the above chart are located in Alabama, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Virginia, Washington, and Wisconsin The figures reflected in the chart were compiled from unaudited information reported to us by our franchisees and, with respect to locations operated or managed by our affiliates, from unaudited information provided to us by our affiliates We have not independently verified any of the sales information upon which this financial performance representation is based

<u>Note 2</u> These figures reflect the average number of members as of December 31, 2016

266 Franchised Centers

	Average Number of Members as of December 31, 2016(2)	Centers that Attained or Surpassed the Average Member Number	Percentage of Total Centers that Attained or Surpassed the Average Member Number
Centers with top 20% membership counts (53 centers)	322	20	37 74%
Centers with middle 60% membership counts (160 centers)	187	80	50 00%
Centers with bottom 20% membership counts (53 centers)	100	27	50 94%

Note 3 The 9ROUND centers reflected in the above chart are located in Alabama, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Virginia, Washington, and Wisconsin The figures reflected in the chart were compiled from unaudited information reported to us by our franchisees We have not independently verified any of the sales information upon which this financial performance representation is based

Note 4 As of December 31, 2016, the 9ROUND center in Dilworth, North Carolina has 625 members, which is currently the highest in the System This Center is 1,000 square feet in size and is located in a strip mall of a suburban area that contains numerous competitive businesses including fitness centers and other kickboxing and boxing clubs

Six Affiliate-Owned Centers

	Average Number of Members as of December 31, 2016(2)	Centers that Attained or Surpassed the Average Member Amount	Percentage of Total Centers that Attained or Surpassed the Average Member Amount
Centers with top 20% membership counts (1 center)	310	1	100 00%
Centers with middle 60% membership counts (4 centers)	194	2	50 00%
Centers with bottom 20% membership counts (1 center)	121	1	100 00%

Note 5 The affiliate-owned centers are all located in South Carolina The figures reflected in the chart were compiled from unaudited information reported to us by our affiliates, from unaudited information provided to us by our affiliates We have not independently verified any of the sales information upon which this financial performance representation is based

Some outlets have attained these results Your individual results may differ There is no assurance that you will earn as much

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

Except for the information presented above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised Centers 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 future income, you should report it to the franchisor's management by contacting Shannon Hudson, 847 NE Main Street, Simpsonville, South Carolina 29681 (864) 962-4600, and the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2014 to 2016

Outlet Type	Year	Outlets and the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	91	170	+79
	2015	170	270	+100
	2016	270	385	+115
Company Owned	2014	4	2	-2
	2015	2	4	+2
	2016	4	6	+2
Total Outlets	2014	95	172	+77
	2015	172	274	+102
	2016	274	391	+117

Table 2
Transfers of Outlets from Franchisees to New Owners (other than Franchisor)
For Years 2014 to 2016

State	Year	Number of Transfers
Alabama	2014	1
	2015	0
	2016	1
California	2014	1
	2015	0
	2016	1
Colorado	2014	0
	2015	0
	2016	1
Florida	2014	2
	2015	0
	2016	2
Georgia	2014	0
	2015	1
	2016	0

State	Year	Number of Transfers
Kansas	2014	1
	2015	0
	2016	1
Kentucky	2014	0
	2015	1
	2016	1
Michigan	2014	0
	2015	0
	2016	1
Minnesota	2014	0
	2015	3
	2016	0
Missouri	2014	0
	2015	1
	2016	5
Montana	2014	0
	2015	1
	2016	0
New York	2014	0
	2015	1
	2016	0
North Carolina	2014	1
	2015	1
	2016	3
Oklahoma	2014	2
	2015	0
	2016	0
South Carolina	2014	5
	2015	5
	2016	2
Tennessee	2014	1
	2015	1
	2016	0
Texas	2014	0
	2015	2
	2016	1
Virginia	2014	0
	2015	0
	2016	1
Wisconsin	2014	2
	2015	0
	2016	2
Total	2014	15
	2015	17
	2016	22

Table 3
Status of Franchise Outlets
For Years 2014 to 2016

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama	2014	0	0	0	0	0	0	0
	2015	0	2	0	0	0	0	2
	2016	2	5	0	0	0	0	7
Arizona	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	4	0	0	0	0	4
Arkansas	2014	1	0	0	0	0	0	0
	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
California	2014	2	8	0	0	0	0	10
	2015	10	8	0	0	0	0	18
	2016	18	16	0	0	0	0	34
Colorado	2014	2	2	0	0	0	0	4
	2015	4	5	0	0	0	0	9
	2016	9	5	0	0	0	0	14
Connecticut	2014	2	2	0	0	0	0	4
	2015	4	1	0	0	0	0	5
	2016	5	0	0	0	0	0	5
Delaware	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Florida	2014	6	5	0	0	0	0	11
	2015	11	6	0	0	0	0	17
	2016	17	8	0	0	0	1	24
Georgia	2014	2	3	0	0	0	0	5
	2015	5	2	0	0	0	0	7
	2016	7	3	0	0	0	0	10
Idaho	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	1	0
	2016	0	0	0	0	0	0	0
Illinois	2014	3	2	0	0	0	0	5
	2015	5	1	0	0	0	0	6
	2016	6	4	0	0	0	0	10
Indiana	2014	1	3	0	0	0	0	4
	2015	4	1	0	0	0	0	5
	2016	5	2	0	0	0	0	7
Iowa	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	1	0	0	0	0	2
Kansas	2014	1	2	0	0	0	0	3
	2015	3	1	0	0	0	0	4
	2016	4	0	0	0	0	0	4
Kentucky	2014	0	0	0	0	0	0	0
	2015	0	3	0	0	0	0	3
	2016	3	3	0	0	0	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Louisiana	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Maryland	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	3	0	0	0	0	5
Massachusetts	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	2	0	0	0	0	4
Michigan	2014	1	1	0	0	0	0	2
	2015	2	2	0	0	0	0	4
	2016	4	3	0	0	0	0	7
Minnesota[1]	2014	4	3	0	0	0	0	7
	2015	7	3	0	0	0	0	10
	2016	10	3	0	0	0	0	13
Missouri	2014	5	6	0	0	0	0	11
	2015	11	9	0	0	0	0	20
	2016	20	5	0	0	0	0	25
Montana	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Nebraska	2014	1	0	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	1	0	0	0	0	3
Nevada	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
New Hampshire	2014	0	0	0	0	0	0	0
	2015	0	2	0	0	0	0	2
	2016	2	1	0	0	0	0	3
New Jersey	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	1	0	0	0	0	3
New Mexico	2014	1	0	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
New York	2014	0	3	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	1	0	0	0	0	4
North Carolina	2014	8	10	0	0	0	0	18
	2015	18	6	0	0	0	0	24
	2016	24	8	0	0	0	0	32
North Dakota	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Ohio	2014	1	2	0	0	0	0	3
	2015	3	5	0	0	0	0	8
	2016	8	4	0	0	0	0	12

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Oklahoma	2014	1	1	0	0	0	0	2
	2015	2	1	0	0	0	0	3
	2016	3	0	0	0	0	0	3
Oregon	2014	0	3	0	0	0	0	3
	2015	3	2	0	0	0	0	5
	2016	5	2	0	0	0	0	7
Pennsylvania	2014	1	1	0	0	0	0	2
	2015	2	2	0	0	0	0	4
	2016	4	1	0	0	0	0	5
South Carolina	2014	20	7	0	0	0	1	26
	2015	26	6	0	0	2	0	30
	2016	30	5	0	0	2	1	32
South Dakota	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Tennessee	2014	6	0	0	0	0	0	6
	2015	6	2	0	0	0	0	8
	2016	8	4	0	0	0	0	12
Texas	2014	8	2	0	0	0	0	10
	2015	10	14	0	0	0	0	24
	2016	24	15	0	0	0	1	38
Virginia	2014	3	5	0	0	0	0	8
	2015	8	7	0	0	0	0	15
	2016	15	5	0	0	0	0	20
Washington	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	2	0	0	0	0	3
Wisconsin	2014	8	3	0	0	0	0	11
	2015	11	3	0	0	0	0	14
	2016	14	2	0	0	0	0	16
Totals	2014	91	80	0	0	0	1	170
	2015	170	103	0	0	2	1	270
	2016	270	120	0	0	2	3	385

Note 1 An affiliate of our minority owner owns the Center in Waconia Minnesota

Table 4
Status of Company-Owned Outlets
For Years 2014 to 2016

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
South Carolina	2014	4	0	0	0	2	2
	2015	2	0	2	0	0	4
	2016	4	0	2	0	0	6
Totals	2014	4	0	0	0	2	2
	2015	2	0	2	0	0	4
	2016	4	0	2	0	0	6

Table 5
Projected New Franchised Outlets
As of December 31, 2016

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company Owned Outlets in the Current Fiscal Year
Alabama	6	3	0
Arizona	4	2	0
Arkansas	3	1	0
California	18	9	0
Colorado	4	2	0
Delaware	2	1	0
District of Columbia	1	1	0
Florida	20	10	0
Georgia	3	1	0
Illinois	6	3	0
Indiana	5	2	0
Iowa	2	1	0
Kansas	3	2	0
Kentucky	2	1	0
Louisiana	1	1	0
Maryland	3	1	0
Massachusetts	2	1	0
Michigan	5	2	0
Minnesota	11	5	0
Missouri	2	1	0
Nebraska	1	1	0
New Hampshire	4	2	0
New Jersey	1	1	0
New York	2	1	0
North Carolina	6	3	0
Ohio	11	5	0
Oregon	2	1	0
Pennsylvania	4	2	0
South Carolina	1	1	0
Tennessee	4	1	0
Texas	25	12	0
Virginia	3	1	0
Washington	1	1	0
Wisconsin	5	2	0
Total	173	84	0

Attached at Exhibit D is a list of 9ROUND Centers open as of December 31, 2016, and a list of franchisees who are in the process of opening Centers Exhibit D also includes a list of franchisees who have left the system within the last fiscal year or who have not communicated with us within 10 weeks of this disclosure document If you buy this franchise, your contact information may be disclosed to other potential franchisees when you leave the 9ROUND system

No franchisee has signed, within the last three years, a confidentiality clause with us that would restrict the franchisee's ability to openly communicate with you

We have not created, sponsored or endorsed any franchisee association, and we are not aware of any independent trademark-specific franchisee associations in existence for the system

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit B are our audited balance sheets as of December 31, 2016, December 31, 2015, and December 31, 2014, and the related consolidated statements of operations and comprehensive income, and changes in member equity and cash flows for the years then ended

ITEM 22
CONTRACTS

This disclosure document includes a sample of the following contracts

Exhibit C - Franchise Agreement, Renewal Addendum, and State Specific Addenda

Exhibit F - Sample Membership Agreement

Exhibit G - Sample Form of General Release Agreement

ITEM 23
RECEIPTS

Attached to this disclosure document in Exhibit I are two detachable acknowledgments of receipt

STATE APPENDIX TO DISCLOSURE DOCUMENT

FOR THE STATE OF CALIFORNIA

The State Cover Page is supplemented by the following

7 THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT A FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL

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

The California Corporations Code, Section 31125, requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise

Item 3 of the disclosure document is supplemented by the following

Neither the franchisor nor any person identified in Item 2 of the disclosure document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U S C A , 78a *et seq* , suspending or expelling such persons from membership in such association or exchange

Item 6 of the disclosure document is supplemented by the following

Interest	18% per annum or the highest lawful interest rate in California, currently 10% per annum	Upon demand	Payable only if you fail to pay amounts owed to us when due

Item 17 of the disclosure document is supplemented by the following

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning transfer, termination or non-renewal of a franchise If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control

You must sign a release if you renew or transfer your franchise California Corporations Code 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)

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise This provision may not be enforceable under California law

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

The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

The Franchise Agreement requires binding arbitration The arbitration will occur at the city where our corporate headquarters are located (currently, Simpsonville, South Carolina) This provision may not be enforceable under California law

The Franchise Agreement requires application of the laws of South Carolina This provision may not be enforceable under California law

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

While the earnings claims figures do reflect historical gross sales ranges, they do not reflect all operating expenses or other costs and expenses that must be deducted from gross sales to obtain net income or profit You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business Franchisees or former franchisees, listed in the offering circular, may be one source of this information

Our website can be found at www 9round com OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www dbo ca gov

FOR THE STATE OF ILLINOIS

The Illinois Franchise Disclosure Act and the Rules and Regulations promulgated thereunder dictate 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 "

Nothing in the Franchise Disclosure Document or the Franchise Agreement (or the attachments thereto) may require franchisees covered by the Illinois Franchise Disclosure Act to waive compliance with Illinois law Any provision in the Franchise Agreement (including but not limited to any choice of law provision) that may be read as calling for application of a state law other than Illinois law is hereby deleted and franchisees covered by the Illinois Franchise Disclosure Act are entitled to the protections of Illinois law, notwithstanding any such provision

Item 1 of the disclosure document is supplemented by the following paragraphs

> The Illinois Physical Fitness Facility Medical Emergency Preparedness Act requires that a physical fitness facility (which excludes any facility serving less than 100 individuals or that does not employ any persons to provide instruction, training, or assistance for persons using the facility) have at least one automated external defibrillator (AED) and ensure that there is a trained AED user on staff and present during all staffed hours Other provisions apply See 815 ILCS 74 *et seq*
>
> The Illinois Dance Studio Act (which applies to any person or business entity which contract with members of the general public to provide dance studio services, including instruction, training or assistance in dancing, the use of studio facilities, membership in any group formed by a dance studio, and participation in dance competitions or showcases) requires that every contract for dance studio services be in writing and its contents must conform to the Act's requirements The Act provides for contract execution, cancellation and refund Other provisions apply See 815 ILCS 610 *et seq*

Compliance with these requirements may cause you to incur additional expenses

FOR THE STATE OF MARYLAND

Item 17 of the disclosure document is supplemented by the following

(a) Any release or waiver provision contained in the Franchise Agreement or any release required as a condition of the sale, renewal, and/or assignment/transfer of the franchise shall not apply to any liability incurred under the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law")

(b) Any claims arising under the Maryland Franchise Law must be brought within three years after the grant of the franchise,

(c) Subject to your arbitration obligations, any provision in the Franchise Agreement requiring litigation in a forum outside the State of Maryland will not limit any rights you may have under the Maryland Franchise Law to bring suit in the State of Maryland

FOR THE STATE OF MINNESOTA

Item 13 of the disclosure document is supplemented by the following

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols ("Marks") or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name

As required by the Minnesota Franchise Act, Minn Stat Sec 80C 12(g), we will reimburse you for any costs incurred that you incur in the defense of your right to use the Marks, so long as you were using the Marks in the manner that we authorized, and so long as we are timely notified of the claim and given the right to manage the 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

Item 17 of the disclosure document is supplemented by the following

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

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law

FOR THE STATE OF NEW YORK

Item 3 of the disclosure document is supplemented by the following

None of the persons identified in Item 2

Has had 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 including pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations

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, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations

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 or 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

Item 4 of the disclosure document is supplemented by the following

Neither the franchisor nor its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of this disclosure document has a) filed as a debtor or had filed against it a petition to star 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 filed against it) a petition to start an action under the U S Bankruptcy Code or during or within one year after the officer or general partner of the franchisor held this position in the company or partnership

Item 17 is supplemented by the following

Item 17(d) is amended to state that under New York law, you have the right to terminate the Franchise Agreement on any grounds available by law

Item 17(j) is amended to state that no assignment will be made except to an assignee that, in our good faith judgment, is willing and financially able to assume the our obligations under the Franchise Agreement

Item 17(w) is amended to state that our choice of law provisions should not be considered a waiver of any right conferred on either us or on you by the Franchise Sales Act of New York (New York General Business Law, Article 33)

FOR THE STATE OF NORTH DAKOTA

1 The Securities Commissioner for the State of North Dakota has held that the provisions stated below in (a) through (h) are unfair, unjust, or inequitable to North Dakota Franchisees (Section 51-19-09, N D C C) and may be unenforceable under North Dakota Law

(a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the Franchise Agreement,

(b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages,

(c) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota,

(d) A provision requiring a choice of law contrary to the North Dakota Franchise Investment Law,

(e) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations,

(f) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury,

(g) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages, and

(h) A provision requiring the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the Franchise Agreement

2 North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law

3 The site of any mediation or arbitration of the parties' disputes shall be at a site mutually agreeable to all parties If all parties cannot agree upon a location, the arbitration or mediation shall be Fargo, North Dakota

FOR THE STATE OF RHODE ISLAND

Section 19-28 1-14 of the Rhode Island Franchise Act ("Act") provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring application of the laws of another state is void with respect to a claim otherwise enforceable under this Act "

FOR THE COMMONWEALTH OF VIRGINIA

Item 1 of the disclosure document is supplemented by the following

> Health spas in Virginia are regulated by the Department of Agriculture, Office of Consumer Affairs who can be reached at (804)786-1343

Item 6 of the disclosure document is supplemented by the following

> Any securities offered or sold by the Investor Franchisee as part of the 9Round Franchising, LLC franchise must either be registered or exempt from registration under Section 13 1-514 of the Virginia Securities Act

Item 17 of the Franchise Disclosure Document is amended as follows

In recognition of the restrictions contained in Section 13 1-564 of the Virginia Retail Franchising Act, Item 17 h of the Franchise Disclosure Document for 9Round Franchising, LLC, is supplemented by the following

> "Under Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause If any ground for default or termination stated in the franchise agreement do not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable "

FOR THE STATE OF WASHINGTON

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, 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

FOR THE STATE OF WISCONSIN

Item 17 of the disclosure document is supplemented by the following

For franchisees subject to the Wisconsin Fair Dealership Law, Ch 135, Stats, provisions in the Fair Dealership Law supersede any inconsistent provisions of the Franchise Agreement or a related contract

EXHIBIT A
LIST OF STATE ADMINISTRATORS
LIST OF AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

California
Department of Business Oversight
320 West 4th Street Suite 750
Los Angeles, California 90013
(213) 576 7500

Hawaii
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois
Office of Attorney General
500 S Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana
Franchise Section, Securities Division
302 W Washington St , Room E 111
Indianapolis, Indiana 46204
(317) 232-6681

Maryland
Office of Attorney General
Securities Division
200 St Paul Place
Baltimore, Maryland 21202
(410) 576-7042

Michigan
Department of Attorney General
Consumer Protection Division
Attn Franchise Section
525 W Ottawa Street
G Mennen Williams Bldg , 1^{st} Floor
Lansing, Michigan 48913
(517) 373-7117

Minnesota
Department of Commerce
85 7^{th} Place East, Suite 500
St Paul, Minnesota 55101 2198
(651) 296 4026

New York
Bureau of Investor Protection and Securities
120 Broadway 23rd Floor
New York, New York 10271
(212) 416-8211

North Dakota
North Dakota Securities Department
600 East Blvd Avenue
State Capitol, Fifth Floor Dept 414
Bismarck, North Dakota 58505 0510
(701) 328-4712

Oregon
Division of Consumer and Business Services
350 Winter St N E Labor & Industries Bldg , Rm 21
Salem, Oregon 97310
(503) 378-4387

Rhode Island
Department of Business Regulation
Securities Division
1511 Pontiac Avenue, Bldg 69-1
Cranston, Rhode Island 02920
(401) 462 9527

South Dakota
Department of Labor and Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-4823

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9^{th} Floor
Richmond, Virginia 23219
(804) 371-9051

Washington
Department of Financial Institutions, Securities Div
150 Israel Road, S W
Tumwater, Washington 98501
(360) 902-8760

Wisconsin
Division of Securities
Department of Financial Institutions
345 W Washington Street, 4th Floor
Madison WI 53703
(608) 266 8559

LIST OF AGENTS FOR SERVICE OF PROCESS

California
Commissioner of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013

Hawaii
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu Hawaii 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana
Indiana Secretary of State
302 W Washington St Room E 111
Indianapolis, Indiana 46204

Maryland
Maryland Securities Commissioner
Office of the Attorney General
200 St Paul Place
Baltimore, Maryland 21202-2020

Michigan
Michigan Department of Attorney General
Consumer Protection Division
Franchise Section
525 W Ottawa Street
G Mennen Williams Bldg , 1st Floor
Lansing, Michigan 48913

Minnesota
Commissioner of Commerce
85 7th Place East, Suite 500
St Paul Minnesota 55101-2198

New York
Secretary of State of The State of New York
One Commerce Plaza
99 Washington Avenue
Albany, New York 12231

North Dakota
Securities Commissioner
600 East Boulevard Avenue 5th Floor
Bismarck, North Dakota 58505

Oregon
Director
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310

Rhode Island
Director of Department of Business Regulation
1511 Pontiac Avenue, Bldg 69-1
Cranston, Rhode Island 02920

South Dakota
Director
Division of Securities
124 S Euclid Suite 104
Pierre, South Dakota 57501

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond Virginia 23219

Washington
Department of Financial Institutions
150 Israel Road, S W
Tumwater, Washington 98501

Wisconsin
Commissioner of Securities
Fourth Floor
345 West Washington Avenue
Madison, Wisconsin 53703

Department of
Business Oversight
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EXHIBIT B
FINANCIAL STATEMENTS

EXHIBIT C
FRANCHISE AGREEMENT AND STATE ADDENDA

Franchise Agreement
Summary Page

Franchisee Information

Complete Business Name		
Principal Owner(s) (25% or more ownership direct or indirect)	Full Name	Percentage Interest %
	Full Name	Percentage Interest %
	Full Name	Percentage Interest %
	Full Name	Percentage Interest %
Additional Owners (less than 25% ownership)	Full Name	Percentage Interest %
	Full Name	Percentage Interest %
Address for Notices (not a P O Box)		
Telephone No		
Facsimile No		
Mobile Phone		
Email Address		
Preliminary Designated Area		
Initial Franchise Fee	$24,000	
Royalty Fee	$449 per month*	
National Marketing Fee	$75 per month*	
Website Fee	$25 per month*	
9ROUND Member Service Fee	An amount we designate periodically, currently, $49 per month	

*Subject to increase in accordance with increases in the Consumer Price Index

See Section 9 for additional fee information

To be completed by us

Effective Date ____________________

Franchise Number ____________________

TABLE OF CONTENTS

9ROUND FRANCHISE AGREEMENT

Thıs Franchıse Agreement ıs made between 9Round Franchısıng, LLC, a South Carolına lımıted lıabılıty company wıth ıts prıncıpal busıness located at 847 NE Maın Street, Sımpsonvılle, South Carolına 29681 ("**we**" or "**us**"), and the Franchısee ıdentıfied ın the Summary Pages ("**you**"), to be effectıve on the Effectıve Date ıdentıfied ın the Summary Pages

RECITALS

A We have developed a proprıetary busıness format and system ("**System**") for operatıng a fitness center (the "**Center**") that features a specıalızed program developed around a system of challengıng cırcuıt traınıng statıons, that ıncorporates boxıng and kıckboxıng exercıses, and ıncludes personal traıner assıstance and nutrıtıon servıces

B The System ıncludes a dıstınct ınterıor layout, desıgn, decor, color scheme, graphıcs, fixtures and furnıshıngs, operatıng and customer servıce standards and procedures, advertısıng and marketıng specıficatıons and requırements, and other standards, specıficatıons, technıques and procedures that we desıgnate (collectıvely, the "**Standards**")

C Centers operatıng under the System are ıdentıfied by the trade name and servıce mark "9ROUND" and other trademarks, servıce marks and trade ıdentıfiers that we desıgnate to ıdentıfy busınesses operatıng under the System (the "**Marks**")

D You have applıed for the rıght to operate a Center usıng the System and Marks, and we have approved your applıcatıon ın relıance on the representatıons contaıned thereın, ıncludıng those concernıng your financıal resources, your busıness experıence and ınterests, and the manner ın whıch the Center wıll be owned and operated

In consıderatıon of the foregoıng and the mutual covenants and consıderatıon below, you and we agree as follows

1 DEFINITIONS

1 For purposes of thıs Agreement

A "**Prıncıpal Owner**" means any person who dırectly or ındırectly owns a 25% or greater ınterest ın the franchısee when the franchısee ıs a corporatıon, lımıted lıabılıty company or a sımılar entıty other than a partnershıp entıty If the franchısee ıs a partnershıp entıty, then each general partner ıs a Prıncıpal Owner, regardless of the percentage ownershıp ınterest If the franchısee ıs one or more ındıvıduals, each ındıvıdual ıs a Prıncıpal Owner of the franchısee Each franchısee must have at least one Prıncıpal Owner

B "**Owner**" means any person who dırectly or ındırectly owns and ınterest ın the franchıse, ıncludıng the Prıncıpal Owner(s)

C All capıtalızed terms not defined ın thıs Sectıon or the Recıtals have the meanıng gıven ın the text of thıs Agreement

2 GRANT OF LICENSE

2 The followıng provısıons control wıth respect to the lıcense granted hereunder

A <u>Grant of Lıcense</u> We hereby grant you the rıght and lıcense, and you undertake the oblıgatıon, subject to the terms and condıtıons of thıs Agreement ***(ı)*** to operate a sıngle 9ROUND Center, ***(ıı)*** to sell at retaıl authorızed products and servıces at and from the Center premıses, ***(ııı)*** to use the Marks ın connectıon wıth operatıng and promotıng the Center, and ***(ıv)*** the rıght to solıcıt membershıps ın the Desıgnated Area You may not solıcıt membershıps onlıne, ın person or through advertısıng or other dırect marketıng method outsıde your Desıgnated Area, except wıth our prıor wrıtten approval and ın strıct accordance wıth our then-current polıcıes and restrıctıons (whıch may ınclude membershıp assıgnment polıcıes)

The license granted by this Agreement does not include *(i)* any right to sell services and products identified by the Marks at any location other than the Authorized Location, or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce), catalog sales, telemarketing or other direct marketing *(ii)* any right to sell services and products identified by the Marks to any person or entity for resale or further distribution, or *(iii)* except for the designated area protection described in Section 2 C , any right to exclude, control or impose conditions on our development of future franchised, company or affiliate owned Center at any time or at any location

B Authorized Location You must operate the Center only at the location identified, or to be identified on Attachment A (the "**Authorized Location**") If the Authorized Location is not known at the time this Agreement is signed, you must acquire an acceptable site for the Center premises no later than 90 days from the Effective Date of this Agreement, at which time you authorize us to define the Authorized Location in Attachment A You must identify a site for the Center that meets our site selection criteria and that is located within the Preliminary Designated Area identified in the Summary Page (see Section 5 A) We make no guarantees concerning the success of the Authorized Location or Designated Area You may not use the Center premises or Authorized Location for any purpose other than the operation of a 9ROUND Center during the term of this Agreement

C Designated Area

(i) The Preliminary Designated Area identified on the Summary Page, if any, is the general location where you intend to secure a site for the Center If a Preliminary Designated Area is specified on the Summary Page, we will not grant anyone else the right to develop or operate a Center in the Preliminary Designated Area for 90 days from the Effective Date of this Agreement

(ii) Once the Authorized Location has been identified, we will determine the boundaries of your "Designated Area," based on our then-current criteria for size, population, demographics, and topographical features, in our sole discretion, and such boundaries will be reflected on Attachment A, provided that the Designated Area will be substantially the same as the Preliminary Designated Area in terms of size, shape or demographics Your Designated Area is nonexclusive, meaning that it may overlap Designated Area of another franchisee Once defined in Attachment A, your Designated Area will remain constant throughout the initial term of this Agreement (unless you relocate the Center, and upon renewal or transfer)

(iii) During the term of this Agreement, neither we nor our affiliates will develop or operate, or grant to anyone else the right to develop or operate a 9ROUND Center that is physically located in the Designated Area (other than at Special Sites, as described in Section 2 D) We also will not operate, franchise, or license the operation of a fitness center with 90% or more of its business based on a boxing and kickboxing circuit training program in your Designated Area, except in connection with our acquisition of a multi-unit brand If we acquire a multi-unit brand (through a stock purchase, asset purchase, merger, or otherwise), we or our affiliate may operate, franchise, or license the operation of the acquired brand within and outside the Designated Area, without offering any rights or compensation to you

(iv) You acknowledge and agree that we and our affiliates have the right to develop and operate and grant others the right to develop and operate 9ROUND Centers outside the Designated Area, regardless of their proximity to the Designated Area or any negative impact they may have on your Center

(v) We and our affiliates also have the right to develop and operate and grant others the right to develop and operate fitness centers and other businesses under a different trademark within and outside the Designated Area which may be similar to or competitive with 9ROUND Centers

(vi) You do not have any right to sublicense or sub-franchise within or outside of the Designated Area and under this Agreement you do not have the right to operate more than one Center within the Designated Area without our prior written approval and must sign a separate Franchise Agreement for the second Center

D Reserved Rights

(i) We reserve to ourselves all other rights to use the System and Marks anywhere and in any manner including, without limitation, the right to offer, sell or distribute items such as training videos, equipment, athletic gear, etc , associated with the System (now or in the future) or identified by the Marks, or any other trademarks, service marks or trade names, through any distribution channels or methods, without compensation to any franchisee

(i) These distribution channels or methods may include, without limitation, retail stores, mail order, wholesale or the internet (or any other existing or future form of electronic commerce)

(iii) These rights also include the right to provide and license third parties to provide the 9ROUND workout program and other ancillary programs developed by or for us or our affiliates at host locations (such as apartments, condo associations, corporate offices, schools, community centers and other gym and fitness centers) within and outside your Designated Area and without compensation to you

(iv) You acknowledge and agree that certain locations within and outside the Designated Area are by their nature unique and separate in character from sites generally developed as 9ROUND Centers As a result, you agree that the following locations ("**Special Sites**") are excluded from the Designated Area and we have the right to develop, license or franchise Centers within such locations (1) military bases, (2) public transportation facilities, including, without limitation, airports, limited access highway travel plazas and other transportation terminals, (3) sports facilities, including race tracks, (4) student unions or other similar buildings on college or university campuses, (5) hotels, resorts or similar short-term lodging, (6) apartment or condominium complexes, and (7) corporate office buildings or office parks

3 TRADEMARK STANDARDS AND REQUIREMENTS

3 You acknowledge and agree that, as between you and us, the Marks are our property You further acknowledge that your right to use the Marks is specifically conditioned upon the following

A Ownership of the Marks The Marks are our valuable property or the valuable property of our affiliate, and we are the owner of all right, title and interest in and to the Marks and all past, present or future goodwill of the Center and of the business conducted at the Authorized Location that is associated with or attributable to the Marks Your use of the Marks will inure solely to our benefit or the benefit our affiliate You may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest our rights in any of the Marks or the goodwill associated with the Marks, including any use of the Marks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media

B Use of the Marks You shall use only the Marks designated by us You may use the Marks only in connection with such services and products as we specify and only in the form and manner we require in writing You must comply with all trademark, trade name and service mark notice marking requirements You may use the Marks only in association with services and products approved by us and that meet our standards or requirements with respect to quality, safety and performance You must refrain, and cause each Covered Person (as defined in Section 10 D 1) and each of your employees and independent contractors to refrain from making or publishing any remarks that disparage or derogate us or the 9ROUND brand This prohibition applies to oral remarks and remarks that are published in print, electronic, and social media Your use of the Marks on the internet is governed by Section 6 K below A breach of your obligations under this Section 3 B is a material default under this Agreement

C Center Identification You must use the name "9ROUND" as the trade name of the Center and you may not use any other mark or words to identify the Center without our prior written consent You may not use the word "9ROUND" or any of the other Marks as part of the name of your corporation, partnership, limited liability company or other similar entity You may use the Marks on various materials, such as business cards, stationery and checks, provided you ***(i)*** accurately depict the Marks on the materials, ***(ii)*** include a statement on the materials indicating that the business is independently owned and operated by you, *(iii)* do not use the Marks in connection with any other trademarks, trade names or service marks unless we specifically approve in writing prior to such use, and *(iv)* make available to us, upon our request, a copy of any materials depicting the Marks You must post a prominent sign in the Center identifying you as a 9ROUND franchisee in a format we deem reasonably acceptable, including an acknowledgment that you independently own and operate the Center and that the 9ROUND Mark is owned by us and your use is under a license we have issued to you

D Litigation In the event any person or entity improperly uses or infringes the Marks or challenges your use or our use or ownership of the Marks, we will control all litigation and we have the right to determine whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken You must promptly notify us of any such use or infringement of which you are aware or any challenge or claim arising out of your use of any Mark You must take reasonable steps, without compensation, to assist us with any action we undertake We will be responsible for our fees and expenses with any such action, unless the challenge or claim results from your misuse of the Marks in violation of this Agreement

E Changes You may not make any changes or substitutions to the Marks unless we direct in writing We reserve the right to change the Marks at any time Upon receipt of our notice to change the Marks, you must cease using the former Marks and commence using the changed Marks, at your expense

4 TERM AND RENEWAL

4 The following provisions control with respect to the term and renewal of this Agreement

A Term The initial term of this Agreement will commence on the Effective Date and will expire at midnight on the day preceding the tenth anniversary of this Agreement unless this Agreement is sooner transferred in accordance with Section 11 or terminated in accordance with Section 13 Upon your written request, we may extend this initial term in writing for a limited period of time to correspond with the end of a calendar month

B Renewal Term and Conditions of Renewal You may renew your license for one ten-year renewal term, provided that with respect to each renewal *(i)* you meet our then-current criteria and qualifications for new franchisees, *(ii)* have given us written notice of your decision to renew at least six months but not more than 12 months prior to the end of the expiring term, *(iii)* you pay a renewal fee equal to 25% of the then-current initial franchise fee, *(iv)* you sign at least six months but not more than 12 months prior to the end of the expiring term, at our option either (a) our then-current form of franchise agreement, the terms and conditions of which may be materially different than the terms and conditions of our current franchise agreement and may reflect, among other things, different fees and advertising obligations and a modified Designated Area or (b) an instrument extending for the duration of the renewal term, all the covenants, conditions and provisions contained in this Agreement, *(v)* you have complied with the provisions of Section 5 F regarding modernization and have agreed, in writing, to make such capital expenditures necessary to refurbish, replace and modernize your Center so that it will conform to our then-current standards for Centers, *(vi)* you are not in default of this Agreement or any other agreement pertaining to the franchise, have satisfied all monetary and material obligations on a timely basis during the term and are in good standing, *(vii)* if leasing the Center premises, you have renewed the lease and have provided written proof of your ability to remain in possession of the premises throughout the renewal period, *(viii)* you comply with our then-current training requirements, and *(ix)* you and your Owners and guarantors execute a general release in a form we require in favor of us and our affiliates and each company's respective present and former officers, directors, managers, and employees, provided, however, that such release will not be inconsistent with any state law regulating franchising

C Interim Period If you continue to accept the benefits of this Agreement after the expiration of the initial term but do not complete the requirements in Section 4 B, then at our sole option, this Agreement may be treated as *(i)* expired as of the date of the expiration and you will be operating without a franchise or license to do so and in violation of our rights to the Marks and System, or *(ii)* continued on a month-to-month basis (an "Interim Period") and all your obligations will remain in full force and effect during the Interim Period as if the Agreement had not expired except that the Royalty Fee will be $898 per month (subject to adjustment based on the CPI as provided in Section 9 D) Each Interim Period expires at the end of each calendar month unless this Agreement is continued as provided in this Section The Interim Period does not create any new franchise rights and upon expiration of the final Interim Period, you will be bound by all post-term obligations as provided in this Agreement

5 CENTER STANDARDS AND MAINTENANCE

5 You acknowledge and agree that we have the right to establish, from time to time, quality standards regarding the business operations of 9ROUND Centers to protect the distinction, goodwill and uniformity symbolized by the Marks and the System Accordingly, you agree to maintain and comply with our quality standards and agree to the following terms and conditions

A <u>Site Selection</u> You must identify a site for the Center within the Preliminary Designated Area that meets our site selection criteria and that we have approved You must provide us notice of the site you have selected and we have 15 days to accept or reject the site If we do not accept the site within 15 days it will be deemed disapproved **The parties acknowledge and agree that our site approval is not an assurance that the Center will achieve a certain sales volume or level of profitability, it means only that the proposed site meets our minimum site selection criteria We assume no liability or responsibility for *(i)* evaluation of the location's soil for hazardous substances, *(ii)* inspection of any structure for asbestos or other toxic or hazardous materials, *(iii)* compliance with the Americans with Disabilities Act ("ADA"), or (iv) compliance with any other applicable law It is solely your responsibility to obtain satisfactory evidence and/or assurances that the Center premises (and any structures thereon) is free from environmental contamination and is in compliance with the requirements of the ADA and other applicable laws**

B <u>Lease</u> If you propose to occupy the Center premises pursuant to a lease or sublease ("**Lease**"), the Lease may not prevent you from performing your obligations under this Agreement, and must permit us to exercise our rights pursuant to this Agreement We may condition our approval of a proposed site on the full execution of a Lease Amendment substantially in the form attached as <u>Attachment E</u> to this Agreement You must deliver to us a fully executed copy of the Lease as amended by the Lease Addendum within 10 days after its execution **The parties acknowledge and agree that our approval of a Lease does not mean that the economic terms of the Lease are favorable, it means only that the Lease contains the lease terms that we require**

C <u>Construction, Future Alteration</u> You must construct and equip the Center in strict accordance with our current approved specifications and standards pertaining to equipment, signage, fixtures and design and layout of the building You must purchase from us or the approved supplier all items contained in the 9ROUND start-up kit, and pay the then-current purchase price therefore in accordance with the then-current payment terms Without limiting the generality of the foregoing, you must promptly after obtaining possession of the site for the Center *(i)* have engaged a third party contractor to prepare the basic plans for your 9ROUND Center, *(ii)* purchase or lease and then use only the approved equipment, fixtures, furniture and signs, *(iii)* complete the equipment, fixtures, furniture and sign installation and decorating of the Center in full compliance with plans and specifications we approve and all applicable ordinances, building codes and permit requirements without any unauthorized alterations, *(iv)* obtain all necessary permits, licenses and architectural seals and comply with applicable legal requirements relating to the building, signs, equipment and premises, including, but not limited to, the Americans With Disabilities Act, and *(vi)* obtain and maintain all required zoning changes, building, utility, sign permits and licenses and any other required permits and licenses It is your responsibility to comply with the foregoing conditions Any change to the plans or any replacement, reconstruction, addition or modification in the premises, interior or exterior decor or image, equipment or signage of the Center made after our consent to the initial plans, whether at the request of you, us or a third party, may be made only with our prior written consent

D Opening You must open the Center for business no later than 180 days from the Effective Date You may not open your Center for business, however, until we have notified you in writing that you have satisfied your pre-opening obligations as identified in Sections 5 A and 5 B and we have approved your opening date We are not responsible or liable for any of your pre-opening obligations, losses or expenses you might incur for your failure to comply with these obligations or your failure to open by a particular date We also are entitled to injunctive relief or specific performance under Section 12 B for your failure to comply with your obligations Further, if you fail to open the Center in the timeframe required by this Agreement, we may, in our sole and unilateral judgment, ***(i)*** exercise our termination rights in accordance with Section 13, or ***(ii)*** amend this Agreement to eliminate the Designated Area protection afforded by Sections 2 B and 2 C

E Maintenance The building (exterior and interior), equipment, fixtures, signage and trade dress employed in the operation of your Center must be maintained and refreshed in accordance with our requirements established periodically and any of our reasonable schedules prepared based upon our periodic evaluations of the premises Within a period of 30 days (as we determine depending on the work needed) after the receipt of any particular report prepared following such an evaluation, you must affect the items of maintenance we designate, including the repair of defective equipment and items such as carpet and/or the replacement of irreparable or obsolete items of equipment and signage If, however, any condition presents a threat to members or to public safety, you must affect the items of maintenance immediately, as further described in Section 6 E If you fail to complete the required maintenance, we reserve the right (but no obligation) to do so on your behalf and you must reimburse us for our costs and expenses

F Modernization From time to time as we require, you must modernize and/or replace items of the trade dress or equipment as may be necessary for your Center to conform to the standards for similarly situated new 9ROUND Centers For instance, we require that you modernize the Center within five years of the Effective Date of this Agreement You may offer your old equipment to anyone, but we have the right of first refusal to buy the equipment on the same terms and conditions as any potential buyer You must give us seven days' written notice of any potential sale of your old equipment and a reasonable opportunity to match any offer you have that you intend to accept We are under no obligation to actually exercise our right of first refusal A transfer of any interest in this Agreement or your business governed by Section 11 or renewal covered by Section 4 is expressly conditioned upon your (or the transferee, as applicable) modernizing the Center to meet to conform to the standards for new 9ROUND Centers You acknowledge and agree that the requirements of this Section are both reasonable and necessary to ensure continued public acceptance and patronage of the Center and to avoid deterioration in connection with the operation of your Center If you fail to make any improvement or perform the maintenance listed above, we may, in addition to our other rights under this Agreement, effect such improvement or maintenance on your behalf and you must reimburse us for the costs we incur

G Relocation You may not relocate your Center without our prior written consent If you need to relocate because of condemnation, destruction, or expiration or cancellation of your lease for reasons other than your breach, we will grant you authority to do so at a site acceptable to us that is within your Designated Area, is reasonably suited for a Center and does not infringe on the rights of any other 9ROUND franchisee, provided that the new Center is open and operating within 60 days after you discontinue operation at the present Center, all in accordance with our then-current standards If you voluntarily decide to relocate the Center, your right to relocate the Center will be void and your interest in this Agreement will be voluntarily abandoned, unless you have given us notice of your intent to relocate not less than 60 days prior to closing the Center, have procured a site within your Designated Area that we accept 15 days prior to such closure, have opened the new Center for business within 24 hours of such closure and complied with any other conditions that we reasonably require You must pay the costs of any relocation, and we reserve the right to charge you for any reasonable costs that we incur Upon relocation of your Center for any reason, we may modify your Designated Area, in our sole judgment, to take into account the designated areas of neighboring Centers and other factors

If your Center is destroyed or damaged and you repair the Center at the Authorized Location (rather than relocate the Center), you must repair and reopen the Center at the Authorized Location in accordance with our then-current standards for the destroyed or damaged area within 20 days of the date of occurrence of the destruction or damage, or such longer time as we reasonably determine, in our sole judgment, is required given the nature and extent of the damage

We have the right to refuse to consent to a relocation in the event you lose the right to occupy the Center premises because of the termination of your lease due to your breach Further, the cancellation of your lease due to your breach is grounds for immediate termination under Section 13 B 2

6 PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS

6 You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity The following provisions control with respect to products and operations

A Authorized Equipment You must use in the operation of the Center only the proprietary or non-proprietary equipment that we specify in the Manuals or other written directives You must purchase or lease all equipment we designate (including the Technology System described below) from our approved suppliers We will supply to you a copy of the current equipment list prior to opening of the Center You acknowledge and agree that we may change the list periodically and that you are obligated to conform to the requirements You may not open or operate the Center with any unapproved equipment

B Authorized Products and Services, Memberships You may offer and sell only approved products and approved services in the Center and must offer for sale the complete range of required products and required services as listed in the approved products and approved services lists, as we may amend from time to time You must maintain in stock an inventory of approved products sufficient to meet customer demand and as set forth in the manuals for operating a 9ROUND Center You may not offer, sell or supply any products or services which are not approved products or approved services (including products or services that we have withdrawn), without our prior written consent You must also conform to all quality and customer service standards we require in writing

You must offer and sell memberships ("**Memberships**") only on the terms and conditions that we specify periodically which may include, without limitation, price and service offering requirements You shall participate in and offer all customer membership marketing programs and packages that we develop from time to time We will communicate to you in writing the details of each program or package, and you shall promptly display all related information at such places within the Center as we may designate You shall purchase and distribute all collateral merchandise designated by us and shall purchase equipment necessary for use in connection with each such program or package All Memberships must be evidenced by a written or, if approved or required by us, electronic agreement ("**Membership Agreement**") and all member and billing information must be promptly and accurately entered into the approved system according to our then-current policies We reserve the right to communicate directly with your members You must use Membership Agreements that are based on our then-current standard form of Membership Agreement, with the exception, however, that there may be state and local laws that may require you to alter the membership agreement in the jurisdictions under which your Center operates – you must abide by those laws Any changes to the form document must be approved in writing by us The Membership Agreement must include ***(i)*** a waiver and release of us and our affiliates and ***(ii)*** a statement identifying the Center as an independently-owned franchised location We also reserve the right to establish a reciprocity program that permits members from your Center to use other 9ROUND Centers and permits another 9ROUND Center member to also use your Center under such terms and conditions as we may state in writing from time to time All Membership Agreements and all billings of any type must be processed through us and our approved processing system (which is currently the Technology System described in Section 6 D)

You may only solicit memberships within your Designated Area (unless otherwise authorized in by us in writing) We or other franchisees may solicit memberships within your Designated Area (for example, if designated areas overlap) Unless approved in writing by us, all membership sales must be made face-to-face, although you may solicit membership sales by mail, telemarketing (so long as you abide by the no-call lists) or other non-face-to-face basis *within* your Designated Area. You may solicit, advertise and accept memberships online or outside your Designated Area only with our prior written approval or in accordance with our then-current policies We have the right to prohibit or cancel memberships you sell that will expire beyond the expiration date of your Term or any exercised renewal term You are responsible for all refunds or liabilities to your members due to the cancelation of memberships as provided in this paragraph You must execute the Membership Contract Assignment Agreement in the form attached at Attachment G

C Approved Supplies and Suppliers We will furnish to you from time to time lists of approved supplies or approved suppliers You must only use approved equipment, products, fixtures, signs, advertising materials, music providers, trademarked items and other items (collectively, "approved supplies") in the Center as listed in the approved supplies and approved suppliers lists, as we may amend from time to time Although we do not do so for every item, we have the right to require you purchase your requirements of products and services (which currently include, without limitation, gloves, supportive hand wraps, punching bags, certain print materials, heart rate monitors and belts, website services, nutrition services, and music) from approved or designated sources You acknowledge and agree that certain approved supplies may only be available from one source, and we or our affiliates may be that source You will pay the then-current price in effect for approved supplies you purchase from us or our affiliates All inventories, products, operating forms, materials and other items and supplies used in the operation of the Center must be purchased from approved suppliers and any items not included on the approved supplies or approved suppliers list must conform to the specifications and standards we establish from time to time ALTHOUGH APPROVED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO PRODUCTS, EQUIPMENT (INCLUDING WITHOUT LIMITATION AND ANY REQUIRED TECHNOLOGY SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS

D Technology System You must purchase and use any technology system that we develop or select for the Center or System, including all future updates, supplements and modifications (the "**Technology System**") The Technology System may include, without limitation, all hardware and software used in the operation of the Center, including ***(i)*** all computer hardware and related accessories and peripheral equipment, digital media, music provider, audio, computer, and telephone systems and ***(ii)*** the billing, electronic point-of-sale cash registers, Center management and back office programs used to record, analyze and report sales and Center operations Requirements for use may include, among other things, connection to remote servers, off-site electronic repositories, and high speed Internet connections, and establishment of one or more e-mail accounts

You must ***(i)*** use any proprietary software programs, system documentation manuals, and other proprietary materials that we provide to you in connection with your operation of the Center, ***(ii)*** input and maintain in your computer such data and information as we require in the Manual and other written directives, ***(iii)*** purchase new or upgraded software programs, system documentation manuals, and other proprietary materials at then-current prices whenever we adopt such new or upgraded programs, manuals, and materials system-wide You must enter into all software license agreements, "terms of use" agreements, and software maintenance agreements, in the form and manner we require, and pay all fees imposed by us, our affiliate or any third party software and software service providers there under

You acknowledge that we may independently access from a remote location, at any time, all information input to and compiled by your Technology System or an off-site server, including Member Information

You acknowledge that technology is ever changing and that, as technology or software is developed in the future, we may, in our sole discretion, require you to ***(i)*** add to your Technology System memory, ports, and other accessories or peripheral equipment or additional, new, or substitute software, and ***(ii)*** replace or upgrade your Technology System and software as we require

We reserve the right to designate a single source from whom you must purchase the Technology System

E Evaluations We or our authorized representative have the right to enter your Center at all reasonable times when the Center is open to the public for the purpose of making periodic evaluations and to ascertain if the provisions of this Agreement are being observed by you, to inspect and evaluate your premises, equipment and member satisfaction Our inspections and evaluations may include a "mystery shopper" program If we determine that any condition in the Center presents a threat to members or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Center until the situation is remedied to our satisfaction

F Period of Operation Subject to any contrary requirements of state or local law, your Center must be opened to the public and operated during the hours and on the days that we require Any variance from this provision must be authorized by us in writing You acknowledge and agree that if your Center is closed for a period of two or more consecutive business days or five or more business days in any 12-month period without our prior written consent, such closure constitutes your voluntary abandonment of the franchise and business and we have the right, in addition to other remedies provided for herein, to terminate this Agreement

G Operating Procedures You must adopt and use as your continuing operational routine the required standards, procedures, methods of operation and management and security systems described in our operations manual or other written directives, including, but not limited to, system newsletters or bulletins, and emails that may be sent to you and/or all franchisees from time to time with information relevant to the System and/or operation of the Center (collectively, "**Manual**") We will revise the Manual and these standards and systems periodically to meet changing conditions of operation, and will notify of the changes primarily through electronic communications The Manual at all times is our sole property You must at all times treat the Manual, and the information it contains, as secret and confidential, and must use all reasonable efforts to maintain such information as secret and confidential You will be required to sign a confidentiality agreement at the time of access We may from time to time revise the contents of the Manual and you expressly agree to comply with each new or changed requirement You acknowledge and agree that the Manual and other system communications may only be available on the Internet or other online or computer communications

H Confidential Information You may not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person or entity any Confidential Information, except to such employees as must have access to it in order to operate the Center For purposes of this Agreement, "**Confidential Information**" means and includes, without limitation, all member information and information concerning prospective and former members (collectively, "**Member Information**"), any and all proprietary information contained in the Manual or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Center (including methods of instruction, room conditions (such as lighting and temperature), music (including type of music, music mix, and decibel level), and workout program (including technique and the sequence of movements) You hereby acknowledge and agree that all Confidential Information, including Member Information, belongs exclusively to us You and each Owner agree to maintain the confidentiality of all Confidential Information, including Member Information, not to duplicate any materials containing Confidential Information, including Member Information, and not to divulge any Confidential Information, except to other franchisees and to your employees and professional advisors on a need to know basis You may use the Confidential Information, including Member Information, only for the purpose of operating the Center This provision will survive expiration of this Agreement

You must cause your general manager and any employee with access to Confidential Information, including Member Information, to sign a nondisclosure and confidentiality agreement in a form satisfactory to us You must provide a copy of each such agreement to us to us upon our request

I Compliance with Standards and Specifications, Participation in Joint Advertising Campaigns and Endorsements, Administrative Fee You further agree to comply with all System specifications, standards and operating procedures (whether contained in the Manual or any other written communication) relating to the appearance, function, cleanliness, operation and promotion of a 9ROUND Center including, without limitation *(i)* sales and marketing procedures and customer service, *(ii)* advertising and promotional programs, *(iii)* member loyalty and reward programs, *(iv)* layout, decor and color scheme of the Center, *(v)* appearance and dress of employees, *(vi)* safety, maintenance, appearance, cleanliness, sanitation, standards of service, and operation of the Center, *(vii)* submission of requests for approval of brands of products, supplies and suppliers, *(viii)* use and illumination of signs, posters, displays, standard formats and similar items, *(ix)* use of audio equipment and type and decibel levels of music, *(x)* use of video equipment and type and decibel level of television broadcasts (including closed captioning requirements), *(xi)* types of fixtures, furnishings, and equipment, and *(xi)* the make, type, location and decibel level of any game, entertainment or vending machine (and restrictions against the use of gaming, entertainment or vending machines)

From time to time, we and our affiliates also may participate in and require your participation in joint advertising campaigns and endorsement of third party products or services (which participation may include, among other things, broadcasting audio-visual advertising on in-Center televisions or computer monitors and/or placing promotional items at required locations throughout the Center) You agree to participate in all such campaigns and endorsements according to our directives, provided that we will provide you all promotional items necessary for participation free of charge You further acknowledge and agree that we or our affiliates may receive revenue, and may retain all revenue received, on account of your participation and other franchisee's participation in such campaigns and endorsements

If you fail to comply with your franchise obligations, we have the right to impose and you agree to pay us Administrative Fee in the amount of $250 per our enforcement effort, including a letter or email communication This fee is not a penalty, but is intended to compensate us for the additional costs that we incur in enforcing your compliance with this Agreement This fee is in addition to and not in lieu of any other rights or remedies that we may have based on your noncompliance In addition, because important information is often communicated by email, it is essential that you access and comprehend all electronic communications that you receive from us within 24 hours of delivery If you fail to do this, we may charge you an Administrative Fee of $25 per day, to compensate us for our administrative costs in having to communicate information to you a different way

J Compliance with Law, Licenses and Permits You have an obligation, both prior to and after purchasing the franchise, to review the laws of the area in which you will be operating to determine what statutes, regulations, ordinances, or other laws may have an impact on your ability to operate the franchise We are not responsible for reviewing the laws, and we make no representation or warranty (express or implied) that the System we have developed complies with the laws of your particular area You represent and agree that you have conducted a review of the potentially-applicable laws and that you have provided to us, in writing, a statement of all legal issues that you feel may have a significant impact on your ability to follow the system or to operate your business You must at all times maintain your premises and conduct your Center operations in compliance with all applicable laws, regulations, codes and ordinances including, without limitation, *(i)* all governmental regulations relating to sales, advertising and membership cancellation rights of health club memberships, and all bonding requirements, and *(ii)* all applicable laws pertaining to the privacy of consumer, employee and transactional information ("Privacy Laws") If there is a conflict between our standards and policies and actual applicable law, you must comply with the requirements of applicable law, immediately give us notice of said conflict and promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards and policies within the bounds of applicable law You must secure and maintain in force all required licenses, permits and certificates relating to your Center You acknowledge that you are an independent business and responsible for control and management of your Center, including, but not limited to, the hiring and discharging of your employees and setting and paying wages and benefits of your employees You acknowledge that we have no power, responsibility or liability in respect to the hiring, discharging, setting and paying of wages or related matters You must not publish, disseminate, implement, revise or rescind a data privacy policy without our prior written consent You must immediately notify us in writing of any claim, litigation, proceeding or complaint (whether from individuals or governmental agencies) that arises from or affects the operation or financial condition of your 9ROUND business or Center

K Participation in Internet Web Sites or Other Online Communications You must, at your expense, participate in our 9ROUND web site, any intranet or extranet system we may develop or other online communications as we may require, and must pay associated fees (the current Website Fee for the website and intranet use is listed on the Summary Page of this Agreement) We have the right to determine the content and use of our web site and any intranet or extranet system we may develop and will establish the rules under which franchisees may or must participate You may not use the Marks or any part or derivative thereof on the internet, except as we expressly permit in writing and as authorized by our then-current policies Without limiting the generality of the foregoing, you may not use the Marks or any part or derivative of the Marks as part of any URL or domain name or as part of any unauthorized email address and may only register the Marks or any part or derivative of the Marks as part of any user name on any gaming website or social networking website (such as FACEBOOK, INSTAGRAM, or TWITTER) in accordance with our then-current policies You also shall refrain from displaying on any website (including commercial websites, gaming websites, and social networking websites) any of our copyrighted works (including the design portion of the Marks), and shall refrain from streaming on any website any video reflecting the Marks or our proprietary workout routines, except with our written permission and in strict accordance with such permission Specifically, but without limiting the generality of the foregoing, you shall refrain from offering merchandise identified by the Marks on any Internet website and from uploading or streaming any video on sites such as YOUTUBE We retain all rights relating to our web site and any intranet or extranet system we may develop and may alter or terminate our web site, intranet or extranet system Your general conduct on our web site, intranet and extranet system or other online communications and specifically your use of the Marks or any advertising is subject to the provisions of this Agreement You acknowledge that certain information related to your participation in our web site, intranet or extranet system may be considered Confidential Information, including access codes and identification codes Your right to participate in our web site, intranet and extranet system, or otherwise use the Marks or System on the internet or other online communications, will terminate when this Agreement expires or terminates

L System Modifications You acknowledge and agree that we have the right to modify, add to or rescind any requirement, standard or specification that we require under this Agreement to adapt the System to changing conditions, competitive circumstances, business strategies, business practices and other changes as we deem appropriate This right includes, but is not limited to, the right to introduce new products and services You must comply with these modifications, additions or rescissions at your expense, subject to the express limitations listed in this Agreement

You must operate your Center in strict compliance with all applicable laws and with the standard procedures, policies, rules and regulations established by us and incorporated herein or in the Manual or in 9ROUND system bulletins or other publications that are distributed to franchisees from time to time Such standard procedures, policies, rules and regulations established by us may be revised from time to time as circumstances warrant, and you must comply with all such procedures as they exists from time to time as though they were specifically listed in this Agreement and when incorporated in a system bulletin or other written notice to franchisees, the same is incorporated herein by reference These standard procedures, policies, rules, and regulations may include operational matters, advertising or marketing matters, employee matters, membership issues, relationships between you and other franchisees, accounting issues, and any other issues that we believe, in our business judgment, are required to generally benefit the 9ROUND System and its franchisees

M Pricing Policies We reserve the right to establish prices for the products and services you sell, both minimum and maximum, to the extent permitted by applicable law You agree to comply with all such pricing requirements

N National Accounts From time to time we will negotiate contracts with corporations, affinity groups and insurance plans that will require that certain terms and/or discounts be offered to members of that corporation, affinity group or insurance plan by all franchisees at all locations ("**National Accounts**") You are required to provide the special terms and/or discounts to these National Accounts

O Member Administration and Mediation We or an affiliate may from time to time engage in administrative tasks related to member administration such as administering online enrollment or membership transfer and reciprocity programs You agree that we may take those actions in accordance with our then-current policies, which may include transferring members to and from your Center and providing on-line member enrollment You agree that we may make such corrections as necessary, including that if a member is mistakenly transferred to the wrong Center, we may issue credits and charges for the membership dues to the affected Centers Any actions we take for member administration are for the benefit of the brand and uniformity in the System and not to exercise control over your business

P Payment Systems You shall accept debit cards, credit cards, stored value cards, and other non-cash systems (including, for example, APPLE PAY, and GOOGLE WALLET) that we specify periodically to enable customers to purchase authorized products and services, and to acquire and install all necessary hardware and/or software used in connection with these non-cash systems The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and System Accordingly, you shall cause your Center to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Standards Council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information You are solely responsible for your own education concerning these regulations and standards and for achieving and maintaining applicable compliance certifications You shall defend, indemnify, and hold us harmless from and against all claims arising out of or related to your violation of the provisions of this section

7 PERSONNEL AND SUPERVISION STANDARDS

7 The following provision and conditions control with respect to personnel, training and supervision

A Supervision You must ensure that the Center is operated in accordance with the terms and conditions of this Agreement If you employ a general manager, he or she must attend and successfully complete all required training, as listed in Sections 7 B and C

B Training You must, at your expense, comply with all of the training requirements we require for the Center to be developed under this Agreement If you employ a general manager, he or she also must comply with all training requirements Specifically, prior to opening, you must attend our initial training program and complete the training to our satisfaction In the event you are given notice of default as described in Sections 13 A and B and the default relates, in whole or in part, to your failure to meet any operational standards, we have the right to require as a condition of curing the default that you, at your expense, comply with the additional training requirements we require Any new general manager must comply with our training requirements within a reasonable time as we specify Under no circumstances may you permit management of the Center's operations on a regular basis by a person who has not successfully completed to our reasonable satisfaction all applicable training we require

C Ongoing Training We may require you and other key employees of the Center to attend, at your expense, ongoing training at our training Center, the Authorized Location or other location we designate Beyond our initial training program, you must pay our then-current training fee for all training we conduct for you

D Staffing You shall maintain a competent, conscientious, and trained staff (who shall have been adequately trained by you) in numbers sufficient to service customers promptly and properly (including daily Center opening and closing procedures), and shall take such steps as are necessary to ensure that your employees preserve good customer relations and comply with such dress code as we may require In addition, you and your employees shall handle all customer complaints, refunds, returns or other adjustments in accordance with our policies as set forth in the Manuals or otherwise in writing The parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Marks The parties further acknowledge and agree that we neither dictate nor control labor or employment matters for you or your employees You are exclusively responsible for hiring personnel, for determining the number of jobs offered or job vacancies to be filled, for determining and changing employee wages and benefits and work hours, and for disciplining and discharging your employees You are exclusively responsible for labor relations with your employees You shall defend and indemnify us against any and all proceedings, claims, investigations, and causes of action instituted by your employees or by others that arise from your employment practices

E Attendance at Meetings Unless we approve otherwise, you and your manager must attend all sales and operations meetings and annual franchise conventions we may hold or sponsor If you are not able to attend a meeting or convention, you must notify us prior to the meeting and we may mandate that you substitute a person acceptable to us to attend on your behalf We may charge reasonable fees for these programs, and you will be responsible for the wages and associated travel and living expenses for yourself and your manager or other designated attendee

F Instructor Certification We reserve the right to develop certification programs for Center personnel who provide personal fitness instruction, teach any form of exercise, or provide any kind of fitness or nutrition instruction or counseling To the extent that a certification program has been implemented for a particular service provider, the service provider shall have been certified and be in full compliance with all certification requirements at the time such services are provided We may charge, and you agree to pay a fee for providing certification-related courses and services

8 ADVERTISING

8 You agree to actively promote your Center, to abide by all of our advertising requirements and to comply with the following provisions

A National Marketing Fee You must pay us each month a National Marketing Fee in the amount set forth in the Summary Pages in consideration for the advertising and marketing services that we provide in our discretion

B Grand Opening Marketing Fee Before opening your Center, you must pay approved vendors, upon our request, a Grand Opening Marketing Fee of $4,600 for pre-opening and grand opening advertising materials Upon receipt of your payment of the Grand Opening Marketing Fee, approved vendors will ship grand opening marketing materials to your Center, and you must reimburse the approved vendors for shipping cost The Grand Opening Marketing Fee is deemed fully earned upon payment and is non-refundable

C Minimum Local Advertising Expenditure, Approved Materials You must use your best efforts to aggressively promote and advertise the Center in your local area, and participate in any local marketing and promotional programs that we establish from time to time (including but not limited to any in-Center marketing or promotions we may choose to run) You must conduct an initial promotional campaign in accordance with our standards and specifications In addition to any National Marketing Fee, you must you spend at least $6,000 during each rolling 12-month period (a monthly average of at least $500) on approved forms of advertising and marketing in your market area that conform to our standards and specifications Only the types of advertising and marketing that we specify will count toward satisfaction of this requirement Upon our request, you must provide us with an itemized accounting of your local advertising and marketing expenditures, in the form we require, with supporting documentation of the type we require You must use only such marketing materials as we furnish, approve or make available, and the materials must be used only in a manner that we require Furthermore, any promotional activities you conduct in the Center or on its premises are subject to our approval We will not unreasonably withhold approval of any sales promotion materials and activities, provided that they are current, in good condition, in good taste, dignified, and accurately depict the Marks (any use of the Marks, or a new variation you propose to the Marks, without our prior written approval is prohibited)

D Local Marketing Fund and Advertising Co-ops

1 In the future, we may also, at our option, designate any geographic area in which at least two 9ROUND franchises are located as a "designated advertising area" for the purposes of establishing a Local Marketing Fund that we control ("**Local Marketing Fund**") or local or regional advertising cooperative controlled by majority vote of its members ("**Local Cooperative**") In the future, we may, at our option, require you to make a contribution to a Local Marketing Fund and/or Local Cooperative, as provided in this paragraph Any amount contributed to a Local Marketing Fund or Local Cooperative will be in addition to, and not in lieu of, the National Marketing Fee described above We have the right to determine the amount of contribution, in our sole judgment, provided that aggregate monthly contributions will not exceed $500 per month (subject to adjustment based on the CPI as provided in Section 9 D) If, however, a Local Cooperative chooses to contribute a greater amount and the amount is approved by a two-thirds majority of the Centers in the Local Cooperative, you must contribute such amount Any contribution you make to a Local Marketing Fund or Local Cooperative will count towards the minimum local advertising expenditures outlined in Section 8 C

2 If established, you must participate in any Local Marketing Fund and/or Local Cooperative formed to serve the geographic area in which the Center is located, and must promptly execute all participation documents that we require For Local Cooperatives only, each Center in the Cooperative will have one vote Each Local Cooperative will be required to adopt governing bylaws that meet our approval We reserve the right to administer the Local Cooperatives' funds and require payment from its members via electronic funds transfer The members of each Local Cooperative and their elected officers will be responsible for the administration of the Local Cooperative We have the right to require Local Cooperatives to be formed, changed, dissolved or merged

E Sponsorships and Partnerships You may not enter into any sponsorship agreements or arrangements or any marketing partnerships without our prior written consent

9 FEES, REPORTING AND AUDIT RIGHTS

9 You must pay the fees described below and comply with the following provisions

A Initial Franchise Fee Upon execution of this Agreement you must pay us an initial franchise fee in the amount set forth on the Summary Page The initial franchise fee is deemed fully earned upon payment in consideration for our expenses incurred and services rendered in granting you the franchise and is non-refundable

B Royalty Fee In addition to the Initial Franchise Fee, in consideration of the rights granted to you, you must pay to us a Royalty Fee in the amount set forth in the Summary Pages You must pay the Royalty Fee beginning the month that your Center opens and each following month through the term of this Agreement You will pay the full Royalty Fee for any partial month

C Member Services Periodically, as technology and member demands evolve, we may change or provide additional member services You agree to participate in our future member service initiatives and to pay the applicable fees at the then-current rates For example, we currently charge the Member Service Fee in in the amount specified in the Summary Pages for access to the online franchisee portal which provides nutritional and fitness information

D CPI Adjustment All fees under this Agreement, including the Royalty Fee, National Marketing Fee, Website Fee, minimum local advertising and marketing expenditure, and Local Marketing Fund or Cooperative Contribution (unless calculated as a percentage of sales), are subject to adjustment based on any increase in the Consumer Price Index ("CPI") (meaning the annual average of the Consumer Price Index for All Urban Consumers, Other goods and services, 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor) If the Bureau of Labor Statistics ceases publishing the named consumer price index, then the successor or most nearly comparable index as we select will be used Fees will be changed no more than once per year The increase will be based on the increase in the CPI Index between January 1 of any year and January 1 of the year of the Effective Date of this Agreement or the previous CPI adjustment

E Computations and Remittances The Royalty Fee, Marketing Fee, Website Fee, Local Marketing Fund or Cooperative contribution are due and owing on the first of the month The Membership Fees and Member Services Fees are due and owing at the end of each month's operation You must make all payments to us by the 10th of the month the fees are due (or such other day as we designate) You may not withhold payment of any amounts owed to use and hereby waive any and all existing and future claims and offsets against any amounts due under this Agreement Notwithstanding any designation by you, we will be entitled to apply your payments against any amounts due to us We also may set off any amounts that may be held by us or our affiliates on your behalf or owed to you by us or through our affiliates against amounts you owe to us or our affiliates

F Method of Payment You must make payments to us and our affiliates by electronic funds transfer or such alternative methods as we may designate You must execute and deliver to us, our bank and your bank, as necessary, all forms and documents that we request to permit us to use any payment method we designate, including the electronic transfer of funds authorization attached as Attachment D You must comply with all procedures we specify from time to time, and take such reasonable action as we request to assist in any of the payment methods Specifically, you agree that upon notice by us, all payments to us and our affiliates may be deducted from the monies your billing and payment processor collects on your behalf and you hereby authorize the billing and payment processor to deduct such amounts and to pay those amounts to us on the due date of such amount You must maintain a balance in your account sufficient to allow us and our affiliates to collect the amounts owed to us when due and must notify us at least 20 days before closing or changing the account against which such debits are to be made You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this Section

G Interest Charges Any and all amounts that you owe to us or to our affiliates will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual

H Financial Planning and Management You are responsible for keeping your own general accounting books We may periodically request financial information, including but not limited to, a monthly profit plan, monthly balance sheet and monthly statement of profit and loss, membership and purchase records, invoices, inventories, payroll records, cash disbursement journals and general ledger, all of which accurately reflect the operations and condition of your Center operations You must allow us electronic and manual access to any and all records relating to your Center

I Reports and Audit In the event of an audit, you must verify the accuracy of the membership numbers on the 5th day of each month for the preceding month Within 10 days after the request, you must submit to us a report with respect to our request in the form and content as we periodically require The report must include, but not be limited to, the following information for the preceding month (i) number of membership sales, and (ii) if we request, monthly sales summary and monthly balance sheet and statement of profit and loss, including a summary of your costs for utilities, labor, rent and other material cost items We may also request, at your expense, that you submit to us within 90 days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, including all adjustments necessary for fair presentation of the financial statements You must certify all reports to be true and correct You acknowledge and agree that we have the right to impose these requirements on you regardless of whether we impose the same requirements on our other franchisees If any audit determines that you have understated your income or your membership level by more than 2% and such understatement resulted in underpayment of any fees due to us, you must pay us all costs of the audit plus interest on the amount due to us at 18% per annum or the highest rate allowed by law, whichever is less

We or our authorized representative have the right at all times during the business day to enter the premises where your books and records relative to the Center are kept and to evaluate, copy and audit such books and records In addition, upon our request, you must provide us the current information regarding the name and telephone number of the landlord, lender or vendors and suppliers for the Center You agree that we have the right to communicate with the landlord, lender and other vendors related to your operation of the Center regarding the Center or any default by you under an agreement with the landlord, lender or vender You hereby authorize the landlord, lender and any vendor associated with your Center to communicate with us and provide us information regarding the Center

J Attorneys' Fees and Costs Should your non-compliance with the Franchise Agreement cause us to incur attorneys' fees and/or costs, you will be required to reimburse us for the attorneys' fees and costs incurred For purposes of this provision, "costs" include all costs of investigation, mediation (if the mediation does not result in settlement), discovery, trial, and appeal (if applicable), including private investigators' fees, experts' fees, clerks' fees, service fees, and court reporter fees

K Taxes If any taxes, fees, or assessments are imposed on royalties or other fees by reason of us acting as franchisor or licensing the Marks or the System under this Agreement (for example, sales tax), you will reimburse us the amount of those taxes, fees, or assessments within 15 days after receipt of our written notice to you

10 YOUR OTHER OBLIGATIONS, NON-COMPETE COVENANTS

10 You agree to comply with the following terms and conditions

A Payment of Debts You agree to pay promptly when due *(i)* all payments, obligations, assessments and taxes due and payable to us and our affiliates, suppliers, lessors, federal, state or local governments, or creditors in connection with your business, *(ii)* amounts related to all liens and encumbrances of every kind and character created or placed upon or against any of the property used in connection with the Center or business, and *(iii)* all accounts and other indebtedness of every kind incurred by you in the conduct of the Center or business In the event you default in making any such payment, we are authorized, but not required, to pay the same on your behalf and you agree promptly to reimburse us on demand for any such payment

B Indemnification You waive all claims against us for damages to property or injuries to persons arising out of the operation of your Center You must fully protect, indemnify and hold us and our owners, directors, officers, successors and assigns and our affiliates harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your Center (regardless of cause or any concurrent or contributing fault or negligence of us or our affiliates) or any breach by you or your failure to comply with the terms and conditions of this Agreement We also reserve the right to select our own legal counsel to represent our interests, and you must reimburse us for our costs and attorneys' fees immediately upon our request as they are incurred This Section will survive the expiration or termination of this Agreement and applies to all losses and expenses even if they exceed the limits of your insurance coverage

C Insurance

(1) You must maintain at your expense in full force and effect throughout the initial term and renewal terms the types of insurance and the minimum policy limits and deductibles stated in the Manual from our then-current designated insurance carrier or alternatively, in our sole discretion, a carriers acceptable to us The insurance policy or policies must protect you, us, our parents, our affiliates, and each entity's respective, past, present, and future officers, directors, owners, managers, members, employees, consultants, attorneys, and agents against any loss, liability, personal injury, death, property damage, or expense of any kind arising out of, or in connection with the Center, including the condition, operation, management, use, or occupancy of your Center

(ii) To the fullest extent permitted by law, we and our parents, affiliates, and subsidiaries (including each entity's respective, past, present, and future officers, directors, owners, managers, members, employees, consultants, attorneys, and agents) must be added/named as additional insureds on all coverages on which additional insureds can be added, even for claims regarding the additional insureds' sole negligence The coverage offered to the additional insureds will be primary coverage to any other coverage maintained by the additional insureds and will not permit or require such other coverage to contribute to the payment of any loss Policies must also contain a waiver of subrogation in favor of the additional insureds

(iii) You must provide to us any documentation we require to evidence your compliance with this Section, where such documents may include, without limitation, additional insured endorsements and your insurance certificates

(iv) We may require additional types of coverage or increase the required minimum amount of coverage on reasonable notice Your obligation to obtain coverage is not limited in any way by insurance that we maintain

(v) You acknowledge that the required minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect you from losses in connection with the Center Nothing in this Agreement prevents or restricts you from acquiring and maintaining insurance with higher policy limits or lower deductibles than what we require Your insurer(s) must commit not to cancel or amend the policy or policies without at least 30 days' prior written notice to us

(v) We have the right to implement an insurance administration program, pursuant to which we or our designee may facilitate policy procurement, premium payments, and renewals, and we or the service provider may impose a reasonable fee for such services If implemented, you must participate in the program and pay required fees To the extent permitted by applicable, you shall obtain insurance from insurance carriers or brokers that we designate or approve If you fail to obtain and maintain insurance coverage as required by this Agreement, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance plus a reasonable fee for our services in obtaining the insurance, which you agree to pay on demand

D Non-compete Covenants You agree that you will receive training and Confidential Information that you otherwise would not receive or have access to but for the rights licensed to you under this Agreement You therefore agree to the following non-competition covenants

1 Persons Bound Unless otherwise specified, the term "Covered Person" as used in this Section 10 D includes, collectively and individually, the Owner (including spouse) and all guarantors, officers, directors, members, managers, partners, as the case may be, and holders of any ownership interest in you We may require you to obtain from your individuals identified in the preceding sentence a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this Section 10 D

2 During Term During the term of this Agreement, Covered Persons must not directly or indirectly, for themselves or through, on behalf of or in conjunction with any individual or business entity *(i)* divert any Center member, potential Center member or former Center member to any fitness center or club except another 9ROUND Center, or *(ii)* own, operate, lease, franchise, engage in, be connected with, have any interest in, or assist any person or entity engaged in any other fitness center or club (including, but not limited to fitness club, studio or exercise facility featuring boxing, kickboxing or a circuit training program) in the United States, except another 9ROUND Center pursuant to a valid franchise agreement with us

3 After Termination For a period of two years after the transfer, expiration or termination of this Agreement (and with respect to any Owner, for a period of two years after such person ceases to be

a Owner, regardless of the reason), Covered Persons must not directly or indirectly, for themselves or through, on behalf of or in conjunction with any individual or business entity *(i)* divert any Center member, potential Center member or former Center member to any fitness center or club except another 9ROUND Center, or *(ii)* own, operate, lease, franchise, engage in, be connected with, have any interest in, or assist any person or entity engaged in any other fitness center or club (including, but not limited to fitness center, club, studio or exercise facility featuring boxing, kickboxing or a circuit training program) that is located at or within a 10-mile radius of the Authorized Location, that is located within a 10-mile radius of any other 9ROUND Center in operation or under construction, or that is located in the Designated Area of any other 9ROUND franchisee The two year period described in this paragraph will be tolled during any period of noncompliance

4 Reasonableness You agree that the scope of the prohibitions stated in this Section 10 D is reasonable and necessary to protect us and the System (including other franchisees of the System) You agree that the prohibitions in this Section 10 D must be very broad in order to prevent you from taking information, materials and training we are providing to you on an ongoing basis and using them to either compete with us, or preempt or otherwise restrict our ability to enter new markets You agree that the time period and the scope of the prohibitions stated in this Section 10 D are the reasonable and necessary time and distance needed to protect us if this Agreement expires or is terminated for any reason You also agree that you have many other opportunities available to earn a living, and that these restrictions will not preclude you from engaging in a lawful trade or business for which you otherwise are qualified

5 Exception The purchase of a publicly traded security of a corporation engaged in a competitive business or service will not in itself violate this Section 10 D so long as you do not own, directly or indirectly, more than 5% of the securities of such corporation

6 Reformation and Reduction of Scope of Covenants If all or a portion of any covenant contained in this Section 10 D is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which we are a party, you and each Covered Person will be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 10 D Notwithstanding the foregoing, we have the unilateral right, in our sole discretion, to reduce the scope of any covenant set forth in Section 10 D, or any portion thereof, which reduction will be effective immediately upon delivery of notice of the reduction

7 Injunctive Relief You and each Covered Person agree that the violation of any covenant contained in this Section 10 D would result in immediate and irreparable injury to us for which there is no adequate remedy at law You and each Covered Person therefore agree that in case of an alleged breach or violation of this Section, we may seek injunctive relief, in addition to all other remedies that may be available to us at equity or law We will not be required to post a bond or other security for any injunctive proceeding

8 Severability Each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement

E Innovations You agree to fully and promptly disclose to us all ideas, plans, improvements, concepts, methods and techniques relating to the development or operation (including marketing, advertising and promotions) of the Center or any similar aspect of the business conceived or developed by you, any Owner or your employees during the term of this Agreement ("**Innovations**") We and our affiliates own and have the right to authorize other Centers to use any Innovations without any compensation to you, any Owner, or your employees Nothing in this Section modifies your obligations to comply with the System and the Manual

F Copyright You hereby acknowledge and agree that the ownership of all printed, audio and visual material and any other material whatsoever (including all Confidential Information) being part of the Center or System (the "**work**") belongs to us or our affiliates and any copyright in respect to the work belongs to us In addition, you acknowledge that you have no right to manufacture any component of the work or duplicate the work and agree to purchase all components of (or rights of access to) the work exclusively from us You have no right to claim any proprietary interest in any of the work You must immediately notify us of any known infringement to the work or to our copyright interest therein We have the right to control any litigation related to our copyrights or the work You agree to assist us, as directed by us, in any claim or action against the infringer

11 TRANSFER OF FRANCHISE

11 You agree that the following provisions govern any transfer or proposed transfer

A Transfers We have entered into this Agreement with specific reliance upon your financial qualifications, experience, skills and managerial qualifications as being essential to the satisfactory operation of the Center Consequently, your interest in this Agreement or in the Center or any Owner's interest in a franchisee that is a partnership or entity may not be transferred or assigned to or assumed by any other person or entity (the "assignee"), in whole or in part, unless you have first tendered to us the right of first refusal to acquire this Agreement in accordance with Section 11 E, and if we do not exercise such right, unless our prior written consent is obtained, the transfer fee provided for in Section 11 C is paid, if applicable, and the transfer conditions described in Section 11 C are satisfied Any sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the business to a person or entity who shares in the losses or profits of the business in a manner other than as an employee will be considered a transfer for purposes of this Agreement Specifically, but without limiting the generality of the foregoing, the following events constitute a transfer and you must comply with the right of first refusal, consent, transfer fee, and other transfer conditions in this Section 11

1 Any change or series of changes in the percentage of the franchisee entity owned, directly or indirectly, by the Principal Owner (including any addition or deletion of any person or entity who qualifies as a Principal Owner),

2 Any change in the general partner of a franchisee that is a general, limited or other partnership entity, or

3 For purposes of this Section 11 A, a pledge or seizure of any ownership interests in you or in any Principal Owner that affects the ownership of 25% or more of you or Principal Owner, which we have not approved in advance in writing

In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or the business conducted hereunder, such person first must notify us, tender the right of first refusal provided for in Section 11 E, and if we do not exercise such right, must apply for and obtain our consent to the transfer, pay the transfer fee provided for in Section 11 C, if applicable, and satisfy the transfer conditions described in Section 11 C In addition, you or the assignee must pay the attorneys' fees and costs that we incur in any bankruptcy or insolvency proceeding pertaining to you

You may not place in, on or upon the location of the Center, or in any communication media or any form of advertising, any information relating to the sale of the Center or the rights under this Agreement, without our CEO's prior written consent

B Consent to Transfer We will not unreasonably withhold our consent to transfer, provided we determine that all of the conditions described in this Section 11 have been satisfied Application for our consent to a transfer and tender of the right of first refusal provided for in Section 11 E must be made by submission of our form of application for consent to transfer, which must be accompanied by the documents (including a copy of the proposed purchase or other transfer agreement) or other required information The application must indicate whether you or a Principal Owner proposes to retain a security interest in the property to be transferred No security interest may be retained or created, however, without our CEO's prior written consent and except upon conditions acceptable to us Any agreement used in connection with a transfer is subject to our CEO's prior written approval, which approval will not be withheld unreasonably Any attempted transfer by you without our CEO's prior written consent or otherwise not in compliance with the terms of this Agreement will be void and will provide us with the right to elect either to default and terminate this Agreement or to collect from you and the guarantors a transfer fee equal to two times the transfer fee provided for in Section 11 C

C Conditions of Transfer We condition our consent to any proposed transfer, whether to an individual, a corporation, a partnership or any other entity upon the following

1 Assignee Qualifications The assignee must meet all of our then-current requirements for the franchise we are offering at the time of the proposed transfer

2 Payment of Amounts Owed All amounts owed by you to us or any of our affiliates, your suppliers or any landlord for the Center premises and Authorized Location, or upon which we or any of our affiliates have any contingent liability must be paid in full

3 Reports You must have provided all required reports to us in accordance with Sections 9 I and J

4 Modernization You must have complied with the provisions of Section 5 F

5 Guarantee In the case of an installment sale for which we have consented to you or any Principal Owner retaining a security interest or other financial interest in this Agreement or the business operated hereunder, you or such Principal Owner, and the guarantors, are obligated to guarantee the performance under this Agreement until the final close of the installment sale or the termination of such interest, as the case may be

6 Consent to Transfer, General Release You, each Principal Owner, and each guarantor must execute all transfer documents that we require and in the form we designate, which documents will include a general release of all claims arising out of or relating to this Agreement, your Center, or the parties' business relationship, provided, however, that the release will not be inconsistent with any state law regulating franchising

7 Training The assignee must, at your or the assignee's expense, comply with the training requirements of Section 7 B

8 Financial Reports and Data We have the right to require you to prepare and furnish to assignee and/or us such financial reports and other data relating to the Center and its operations as we deem reasonably necessary or appropriate for assignee and/or us to evaluate the Center and the proposed transfer You agree that we have the right to confer with proposed assignees and furnish them with information concerning the Center and proposed transfer without being held liable to you, except for intentional misstatements made to an assignee Any information furnished by us to proposed assignees is for the sole purpose of permitting the assignees to evaluate the Center and proposed transfer and must not be construed in any manner or form whatsoever as earnings claims or claims of success or failure

9 Transfer Fee If the assignee is an existing 9ROUND franchisee, you must pay us a transfer fee equal to $4,000, if the assignee is not an existing 9ROUND franchisee, you must pay us a transfer fee equal to our then-current initial franchise fee

10 New Franchise Agreement If the proposed transfer (or a series of transfers) would result in a change in control of the franchisee, the transferee must execute our then-current form of franchise agreement (provided that no initial franchise fee will be due there under), and each of transferee's Principal Owners must execute our then-current form of personal guaranty and undertaking The parties acknowledge and agree that our then-current form of franchise agreement may be materially different than this Agreement and may include, among other things, different fees Additionally, in the event of a transfer, we have the unilateral right to change

or modify the boundaries of the Designated Area under the new franchise agreement The Designated Area modification, if any, will be noted in the new franchise agreement issued with respect to the transfer

11 Other Conditions You must have complied with any other conditions that we reasonably require from time to time as part of our transfer policies

D Death, Disability or Incapacity If any individual who is a Principal Owner dies or becomes disabled or incapacitated and the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as a Principal Owner, such person or entity must apply for our consent under Section 11 B, comply with the training requirements of Section 7 B, pay the transfer fee, if applicable, under Section 11 C, and satisfy the transfer conditions under Section 11 C, as in any other case of a proposed transfer, all within 180 days of the death or event of disability or incapacity During any transition period to an heir or successor-in-interest, the Center still must be operated in accordance with the terms and conditions of this Agreement If the assignee of the decedent or disabled or incapacitated person is the spouse or child of such person, no transfer fee will be payable to us and we will not have a right of first refusal as stated in Section 11 E

E Right of First Refusal If you propose to transfer or assign this Agreement or your interest herein or in the business, in whole or in part, to any third party, including, without limitation, any transfer contemplated by Section 11 D or any transfer described in Section 11 A, you first must offer to sell to us your interest In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing, signed by the offeror and by you, of the terms of the offer In the event the proposed transfer results from a change in control of the franchisee or a Principal Owner under Section 11 A 1 through 11 A 3, or your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, you first must offer to sell to us your interest in this Agreement and the land, building, equipment, furniture and fixtures, and any leasehold interest used in the operation of your Center Unless otherwise agreed to in writing by our CEO and you, the purchase price for our purchase of assets in the event of a transfer that occurs by a change in control or insolvency or bankruptcy filing will be established by a qualified appraiser selected by the parties and in accordance with the price determination formula established in Section 14 B in connection with an asset purchase upon expiration In addition, unless otherwise agreed to in writing by us and you, the transaction documents, which we will prepare, will be those customary for this type of transaction and will include representations and warranties then customary for this type of transaction If the parties cannot agree upon the selection of such an appraiser, a Judge of the United States District Court for the District in which the Authorized Location is located will appoint one upon petition of either party

You or your legal representative must deliver to us a statement in writing incorporating the appraiser's report and all other information we have requested We then have 45 days from our receipt of the statement setting forth the third-party offer or the appraiser's report and other requested information to accept the offer by delivering written notice of acceptance to you Our acceptance of any right of first refusal will be on the same price and terms listed in the statement delivered to us, provided, however, we have the right to substitute equivalent cash for any noncash consideration included in the offer If we fail to accept the offer within the 45-day period, you will be free for 60 days after such period to effect the disposition described in the statement delivered to us provided such transfer is in accordance with this Section 11 You may effect no other sale or assignment of you, this Agreement or the business without first offering the same to us in accordance with this Section 11 E

F Transfer by Us We have the right to sell or assign, in whole or in part, our interest in this Agreement and you hereby consent to any such sale or assignment

G Individual Franchisee If you are in full compliance with this Agreement, you may transfer this Agreement to a corporate or other business entity ***(i)*** which conducts no business other than operating your Center (and if applicable other 9ROUND Centers), ***(ii)*** in which you maintain management control, ***(iii)*** of which you own and control 100% of the equity and voting power of all issued and outstanding equity interests and ***(iv)*** further provided that all assets of the Center are owned, and the entire Center is conducted by a single business entity Any transfer meeting the conditions in this Section 11 G will not be subject to the conditions in Section 11 C, however, the corporation or other similar entity must execute a document in a form approved by us in which it agrees to become a party to and be bound by all the provisions of this Agreement and the Principal Owners must agree to remain personally liable under this Agreement

H Securities Offerings

1 No Public Offerings Neither you nor any of your Owners may issue or sell your securities or the securities of any of your affiliates if (a) such securities would be required to be registered pursuant to the Securities Act of 1933, as amended, or such securities would be owned by more than 35 persons, or (2) after the issuance or sale, you or such affiliate would be required to comply with the reporting and information requirements of the Securities Exchange Act of 1934, as amended

2 Private Placements You, your Owners, and affiliates may offer securities or partnership interests, by private offering or otherwise, only with our prior written consent, which will not be unreasonably withheld (except for public offerings prohibited above) All materials required for such offering by federal or state law must be submitted to us for review prior to their being filed with any government agency, and any materials to be used in any exempt offering must be submitted to us for review prior to their use No offering may imply (by use of the Marks or otherwise) that we are participating in the underwriting, issuance or offer of securities and our review of any offering will be limited solely to the subject of the relationship between you and us In preparing a prospectus or other offering materials, you must make any changes and incorporate any disclaimers we require with respect to your relationship with us and your use of the Marks You, Owners and the other participants in the offering must fully indemnify us in connection with the offering For each proposed offering, you must pay us for our reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees You must give us written notice at least 30 days prior to the date of commencement of any offering or other transaction covered by this Section

12 DISPUTE RESOLUTION

12 The following provisions apply with respect to dispute resolution

A Arbitration, Mediation Except as qualified below, any dispute between you and us and any of our or your affiliates, officers, directors, shareholders, members, guarantors, employees or owners arising under, out of, in connection with or in relation to this Agreement, any lease for the Center or Authorized Location, the parties' relationship, the Center, our Standards, or the scope or validity of the arbitration obligations under this Section must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association ("AAA") Any arbitration must be on an individual basis Multiparty arbitration is specifically excluded, and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any claim or other proceeding involving third parties In the event a court or arbitrator determines that this exclusion of multiparty arbitration (including class arbitration) is unenforceable, then this entire commitment to arbitrate will be null and void and the parties must submit all claims to the jurisdiction of the courts Simpsonville, South Carolina is the exclusive locale or venue of any arbitration or civil action The arbitrators must follow the law and not disregard the terms of this Agreement Any arbitrator must have at least five years' experience in franchising or in franchise law

Any unappealed decision of the arbitrator(s) will be final and binding on all parties to the dispute, however, the arbitrator(s) shall have no authority to (i) stay the effectiveness of any pending termination of this Agreement, (ii) assess punitive or exemplary damages, (iii) certify a class or consolidate an action, or (iv) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set A judgment may be entered upon the arbitration award by any court of competent jurisdiction

We and you agree to be bound by the provisions of any limitation on the period of time by which claims must be brought under this Agreement or applicable law, whichever expires first We and you further agree that, in connection with any arbitration proceeding, each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates Any such claim which is not submitted or filed in such proceeding will be barred The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Section 12 C Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration under this section 12 without the prior written consent of both parties The provisions of this Section are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement

Any award rendered by the arbitrator(s) may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules in effect as of the Effective Date of this agreement ("Appellate Rules") Any award will, at a minimum, be a reasoned award The award will not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired Appeals must be initiated within thirty days of receipt of an award, as defined by Rule A-3 of the existing Appellate Rules, by filing a notice of appeal with any AAA office The appeal tribunal may affirm, reverse, or modify the award of the arbitrator(s), or return the matter to the arbitrator(s) for further action A final award may be entered once the appeal process is complete or the time for filing an appeal has expired, and a judgment may be entered upon the arbitration award in accordance with the procedures identified above

Before the filing of any arbitration, the parties agree to mediate any dispute that does not include injunctive relief or specific performance actions covered under Section 12 B, provided that the party seeking mediation must notify the other party of its intent to mediate prior to the termination of this Agreement Mediation will be conducted by a mediator or mediation program agreed to by the parties and will take place in Simpsonville, South Carolina Persons authorized to settle the dispute must attend any mediation session The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures If not resolved within 30 days, the parties are free to pursue arbitration

B <u>Injunctive Relief</u> Notwithstanding Section 12 A, the parties agree that the following claims will not be subject to arbitration or mediation (i) any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including without limitation, prior to or during the pendency or any arbitration proceeding initiated under Section 12 A, or (ii) any action in ejectment or for possession of any interest in real or personal property, or (iii) our decision in the first instance to issue a notice of default and/or notice of termination, or undertake any other conduct with respect to the franchise relationship that might later result in a dispute or controversy between us

C <u>Attorneys' Fees</u> The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement or other dispute between the parties, any lease or sublease for the Center or Authorized Location, or the business will be entitled to recover its reasonable attorneys' fees and costs If any party initiates litigation in violation of this arbitration provision and the other party successfully moves to compel arbitration, the party moving to compel arbitration will be entitled to reimbursement of its attorneys' fees and costs incurred in connection with defending the litigation and compelling arbitration

13 DEFAULT AND TERMINATION AND OTHER REMEDIES

13 The following provisions apply with respect to default and termination

A Defaults You are in default if we determine that you or any Principal Owner or guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our affiliates, which without limiting the generality of the foregoing includes ***(i)*** making any false report to us, ***(ii)*** intentionally understating or underreporting or failure to pay when due any amounts required to be paid to us or any of our affiliates, or failing to make required local advertising expenditures ***(iii)*** conviction of you, a Principal Owner, or a guarantor of (or pleading no contest to) (a) any misdemeanor that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of any of the Marks or the Center or (b) any felony, ***(iv)*** filing of tax or other liens that may affect this Agreement, ***(v)*** voluntary or involuntary bankruptcy by or against you or any Principal Owner or guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors

B Termination by Us We have the right to terminate this Agreement in accordance with the following provisions

1 Termination After Opportunity to Cure Except as otherwise provided in this Section 13 B ***(i)*** you will have 30 days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have 10 days to cure those defaults, ***(ii)*** your failure to cure a default within the 30-day or 10-day period will provide us with good cause to terminate this Agreement, ***(iii)*** the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination, and ***(iv)*** the termination will be effective immediately upon our issuance of the written notice of termination

2 Immediate Termination With No Opportunity to Cure In the event any of the following defaults occurs, you will have no right or opportunity to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination ***(i)*** you have failed to identify a mutually acceptable site for the operation of the Center or to open the Center for business within the time period provided by this Agreement, ***(ii)*** you or any Owner has made any material misrepresentation or omission in your franchise application, ***(iii)*** your voluntary abandonment of this Agreement or the Authorized Location, ***(iv)*** the loss of your lease, or the failure to timely cure a default under the lease, ***(v)*** the loss of your right of possession or failure to reopen or relocate under Section 5 G , ***(vi)*** the closing of the Center by any state or local authorities for health or public safety reasons, ***(vii)*** any unauthorized use of the Confidential Information, ***(viii)*** insolvency of you, a Principal Owner or guarantor, ***(ix)*** you, a Principal Owner or guarantor making an assignment or entering into any similar arrangement for the benefit of creditors, ***(x)*** conviction of you, any Principal Owners, or guarantors of (or pleading no contest to) any felony or misdemeanor that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of the Marks or the Center, ***(xi)*** you, any Owner, guarantor or an affiliate of any of you are listed by the United States or United Nations as being a terrorist, financier of terrorism or otherwise restricted from doing business in or with the United States, ***(xii)*** intentionally understating or underreporting membership sales or any understatement or 2% variance on a subsequent audit within a two-year period under Section 9 I, ***(xiii)*** any unauthorized transfer or assignment in violation of Section 11, or ***(xiv)*** any default by you that is the second same or similar default within any 12-month consecutive period or the fourth default of any type within any 24-month consecutive period

3 Immediate Termination After No More than 24 Hours to Cure In the event that a default under this Agreement occurs that materially impairs the goodwill associated with any of the Marks, violates any health, safety or sanitation law or regulation, or if the operation of the Center presents a health or safety hazard to your members or to the public ***(i)*** you will have no more than 24 hours after we provide written notice of the default to cure the default, and ***(ii)*** this Agreement will terminate effective immediately on our issuance of written notice of termination

4 Effect of Other Laws The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise supersede any provision of this Agreement that is less favorable to you

C Termination by You You may terminate this Agreement as a result of a breach by us of a material provision of this Agreement provided that *(i)* you provide us with written notice of the breach that identifies the grounds for the breach, and *(ii)* we fail to cure the breach within a reasonable time, which will in no event be less than 60 days after our receipt of the written notice If we fail to cure the breach, the termination will be effective 90 days after our receipt of your written notice of breach Your termination of this Agreement under this Section will not release or modify your post-term obligations under Section 10 D and Section 14 of this Agreement

D Other Remedies If you fail to identify a site for the Center or open the Center within the time required by this Agreement, in lieu of terminating this Agreement *in toto*, we may, at our sole option, eliminate any Designated Area protection or reservation provided to you under Section 2 C of this Agreement If you are in default under this Agreement, in addition to any other remedies we may have, we have the right to withhold services pending any cure of the default including (1) removing your Center from any website we operate, (2) suspending online enrollment, or (3) suspending our facilitation of the member billing process

E Liquidated Damages In the event of any default by you that results in a premature termination of this Agreement (regardless of which party actually terminates this Agreement), you must pay us, as liquidated damages and not as a penalty, an amount equal to the average monthly fees paid to us over the past 12 months multiplied by the number of months remaining in the then-current term, reduced to present value at a rate of 6% The parties acknowledge and agree that such amount represents a reasonable estimate of the damages we will incur as a result of such default and premature termination

F Step In Rights During any period that you are in default of this Agreement, you hereby authorize us, and we shall have the right, but not the obligation, to operate the Center on your behalf for as long as we deem necessary, and without waiver of any other rights or remedies we may have under this Agreement or applicable law If we or our representative undertakes to operate the Center pursuant to this Section 13 F, we shall have the right to collect all revenues of the Center, and (a) pay from such revenues all operating expenses of the Center including, without limitation, Royalty Fees, National Marketing Fees, local advertising and marketing expenditures, the Website Fee and all other amounts due under this Agreement, wages, salaries, occupancy costs, and taxes, (b) reimburse ourselves from such revenues any out-of-pocket costs that we incur in connection with providing management services, and (c) pay ourselves or our management services provider a management fee in an amount equal to five percent of Center gross revenues, calculated on a monthly basis

14 POST-TERM OBLIGATIONS

14 Upon the expiration or termination of this Agreement

A Reversion of Rights, Discontinuation of Trademark Use

All of your rights to the use of the Marks and all other rights and licenses granted in this Agreement and the right and license to conduct business under the Marks at the Authorized Location will revert to us without further act or deed of any party

You shall immediately comply with the post-term non-compete obligations under Section 10 D, cease all use and display of the Marks and of any proprietary material (including the Manual) and of all or any portion of promotional materials furnished or approved by us

You shall assign all right, title and interest in the telephone numbers for the Center and assign or cancel, at our option, any assumed name rights or equivalent registrations filed with authorities

You must pay all sums due to us, our affiliates or designees and all sums you owe to third parties that have been guaranteed by us or any of our affiliates

You must immediately return to us, at your expense, all copies of the Manuals then in your possession or control or previously disseminated to your employees and continue to comply with the confidentiality provisions of Section 6 H

If we elect not to assume the Center lease according to the option described in 14 B , below, you shall promptly, at your expense, de-identify the Center premises For purposes of this provision, "de-identify" means removing or obliterating all Center signage, displays and other materials that bear any of the Marks, confusingly similar trademarks or service marks, and our copyrighted works, and altering the appearance of the Center so that it no longer resembles a business operating under the System As of the date of this Agreement, the obligation to de-identify the Center premises includes the following removal of any brick wall or faux brick wall covering, repainting or recovering of interior walls to remove any red wall covering, replacing any red floor coverings, removal of numbered cards over work out stations, and refraining from referral to any work out stations as "rounds " If you fail or refuse to comply with the provisions of this paragraph within 30 days, we have the right to enter upon the Center premises, without being guilty of trespass or any other crime or tort, for purposes of de-identifying the Center on your behalf, and you must reimburse us for our costs incurred

You are responsible for reimbursing members for all pre-paid services not rendered

Notwithstanding the foregoing, in the event of expiration or termination of this Agreement, you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and us or our affiliates that expressly or by their nature survive the expiration or termination of this Agreement

B Option to Assume Lease, Assume Telephone Numbers and Membership Contracts, and Purchase Assets Upon termination or expiration of this Agreement, we will have the option (but not the obligation) to do any or all of the following ***(i)*** assume your Lease for the Center premises, ***(ii)*** assume all telephone numbers used in connection with the operation of the Center, ***(iii)*** assume all utilities used in connection with the operation of the Center, and/or ***(iv)*** assume your rights and interest in and to any Membership Contract to which you are a party, by delivering to you written notice of our election within 30 days after termination or expiration of this Agreement

Upon termination or expiration of this Agreement, we also will have the option, to purchase any or all of the assets used in connection with the operation of the Center including, without limitation, equipment, fixtures, signage, furnishings, supplies and leasehold improvements The purchase price for the assets will be determined by a qualified appraiser selected with the consent of both parties, provided we give you written notice of our preliminary intent to exercise our purchase rights under this Section 14 B within 30 days after the date of the expiration or termination of this Agreement If the parties cannot agree upon the selection of an appraiser(s), each party will appoint their own appraiser and the two appraisers will select a neutral appraiser, who will independently perform the appraiser Within 45 days after our receipt of the appraisal report, we or our designated purchaser will identify the assets, if any, that we intend to purchase at the price designated for those assets in the appraisal report We or our designated purchaser and you will then proceed to complete and close the purchase of the identified assets, and to prepare and execute purchase and sale documents customary for the assets being purchased, in a commercially reasonable time and manner We and you will each pay one-half of the appraiser's fees and expenses Our interest in the assets of the Center that are owned by you or your affiliates will constitute a lien thereon and may not be impaired or terminated by the sale or other transfer of any of those assets to a third party Upon our or our designated purchaser's exercise of the purchase option and tender of payment, you agree to sell and deliver, and cause your affiliates to sell and deliver, the purchased assets to us or our designated purchaser, free and clear of all encumbrances, and to execute and deliver, and cause your affiliates to execute and deliver, to us or our designated purchaser a bill of sale therefore, and such other documents as may be commercially reasonable and customary to effectuate the sale and transfer of the assets being purchased

You must execute all additional documentation that we designate to give effect to the options described in this Section 14 B We may assign our option rights to any person of our choice

C Claims You and your Principal Owners and guarantors may not assert any claim or cause of action against us or our affiliates relating to this Agreement or the business contemplated under this Agreement after the shorter period of the applicable statute of limitations or one year following the effective date of termination or expiration of this Agreement, provided that where the one-year limitation of time is prohibited or invalid by or under any applicable law, then and in that event no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations

15 GENERAL PROVISIONS

15 The parties agree to the following provisions

A Severability Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy

B Waiver/Integration No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach Subject to our rights to modify the Marks, System, Manual, and to designate the Authorized Location and Designated Area as stated in this Agreement, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us This Agreement together with the addenda and appendices and the application form executed by you requesting us to enter into this Agreement constitute the sole agreement between the parties with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to the business You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your business There are no representations or warranties of any kind, express or implied, except as contained in this Agreement and in the aforesaid application Nothing in this Agreement is intended to disclaim the representations we have made in our Franchise Disclosure Document

C Notices Except as otherwise provided in this Agreement, any notice, demand or communication provided for in this Agreement must be in writing and signed by the party serving the same and ***(i)*** delivered personally, or ***(ii)*** delivered by a reputable overnight service (such as FedEx), or ***(iii)*** deposited in the United States mail, service or postage prepaid (and if such notice is a notice of default or of termination, by registered or certified mail), and addressed as follows

1 If intended for us, addressed to CEO, 9Round Franchising, LLC, 847 NE Main Street, Simpsonville, SC 29681,

2 If intended for you, addressed to you at Address for Notices set forth on the Summary Pages or at the Authorized Location, or, in either case, to such other address as may have been designated by notice to the other party Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this Section

D Authority Any modification, consent, approval, authorization or waiver granted in this Agreement required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by an authorized officer

E References If the franchisee is two or more persons, the persons are jointly and severally liable, and references to you in this Agreement includes all of the individuals Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement

F Guarantee All Owners of a franchisee that is a corporation, partnership, limited liability company or partnership or other legal entity must execute the form of undertaking and guarantee at the end of this Agreement Any person or entity that at any time after the date of this Agreement becomes an Owner pursuant to the provisions of Section 11 or otherwise must execute the form of undertaking and guarantee at the end of this Agreement

G Successors/Assigns Subject to the terms of Section 11 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties

H Interpretation of Rights and Obligations The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties

1 Applicable Law and Waiver Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 12 of this Agreement, all claims arising out of or relating to this Agreement and the parties' relationship will be governed by, and will be interpreted in accordance with, the substantive laws of the state where our corporate headquarters are located (currently, South Carolina) (irrespective of any conflicts of laws), provided that any law or regulation applicable to the offer or sale of franchises or the franchise relationship will apply only if the jurisdictional provisions of the law are otherwise met

2 Our Rights Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations stated in this Agreement

3 Our Reasonable Business Judgment Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving member service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System

I Venue Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 12, must be brought in the Federal District Court for the District where our corporate headquarters are located (currently, the District of South Carolina) or in the state district court with jurisdiction where our corporate headquarters are located (currently, Greenville County District Court, Greenville, South Carolina) Both parties irrevocably submit themselves to, and consent to, the jurisdiction of said courts The provisions of this Section will survive the termination of this Agreement You are aware of the business purposes and needs underlying the language of this Section, and with a complete understanding thereof, agree to be bound in the manner set forth

J Jury Trial Waiver All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement

K **Waiver of Punitive, Consequential Damages and other Special Damages With the exception of our right to seek indemnification for third party claims as set forth in this Agreement and our right to seek recovery of lost future profits as a common law remedy for premature termination of this Agreement, the parties hereby waive to the fullest extent permitted by law any right to or claim of any loss of revenues, loss of profits, loss of time, inconvenience, loss of use, or any other incidental, special, indirect, exemplary, punitive, or consequential loss against the other and agree that in the event of a dispute between them, each shall be limited to the recovery of any actual damages sustained by the party**

L Relationship of the Parties The parties' relationship is that of independent contractors Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other Neither party may obligate the other or represent any right to do so This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence

M Adaptations and Variances Complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System Accordingly, we have the right to vary the equipment offerings and other standards, specifications, and requirements for any franchised Center or franchisee based upon the customs or circumstances of a particular franchise or operating agreement, site or location, population density, business potential, trade area population, existing business practice, competitive circumstance or any other condition that we deem to be of importance to the operation of such Center, franchisee's business or the System We are not required to grant to you a like or other variation as a result of any variation from standard operations, specifications or requirements granted to any other franchisee You acknowledge that you are aware that our other franchisees operate under a number of different forms of agreement that were entered into at different times and that, consequently, the obligations and rights of the parties to other agreements may differ materially in certain instances from your rights and obligations under this Agreement

N Notice of Potential Profit We and/or our affiliates may from time to time make available to you supplies, equipment, products and/or services for use in your Center on the sale of which we and/or our affiliates may make a profit Further, we and/or our affiliates may from time to time receive consideration from suppliers and/or manufacturers in respect to sales of supplies, equipment, products or services to you or in consideration of services rendered or rights licensed to such persons You agree that we and/or our affiliates are entitled to said profits and/or consideration

O Force Majeure If a party's default under this Agreement (other than your obligations with respect to insurance and indemnification, to obtain a site and open the Center within a specified period, and to pay all fees and other amounts due to us and our affiliates under this Agreement and any other agreement between you and us or our affiliates), is caused in whole or in part by a force majeure, such default and any right of the other party to terminate this Agreement for such default is suspended for as long as the default is reasonably caused by such force majeure Any suspension is effective only from the delivery of a notice of the force majeure to the other party stating the party's intention to invoke the force majeure However, if such suspension continues for longer than six months and the default still exists, either party has the right to terminate this Agreement upon 30 days' notice to the other party Events of force majeure are those that cannot be prevented, avoided or removed by the party invoking the force majeure despite the exercise of reasonably diligence, including acts of God, actions of the elements, lockouts, strikes, wars, riots, acts of terrorism, civil commotion, and acts of governmental authorities (not including a governmental authority's delaying or refusing to grant building permits, licenses and other permissions and approvals), and except as specifically provided for elsewhere in this Agreement

P Representations of Franchisee As an inducement to us to grant you the franchise contemplated by this Agreement, you hereby acknowledge and represent to us the following (and agree to notify us immediately in writing upon the occurrence of any act or event that would render any representation incorrect)

1 Corporate Ownership If you are a corporation, limited liability company, partnership or similar entity, you and each of your Owners represents and warrants that your ownership is completely and accurately listed on the Summary Page and that you will provide us with updated ownership information so that at all times the ownership information is current, complete and accurate In addition, you represent and warrant that (a) you are duly organized, in good standing and authorized to conduct business in your state of incorporation and the state where the Center is located, (b) you will confine your activities, and your governing documents will at all times provide that your activities are confined, exclusively to operating the Center or another Center under a franchise agreement with us, (c) all assets used in the operation of the Center are owned or leased by you, and (d) you have and will maintain stop transfer instructions on your records against the transfer of equity securities except in compliance with this Agreement and will only issue securities upon the face of which bear a legend, in a form satisfactory to us, which references the transfer restrictions imposed by this Agreement

2 Patriot Act You represent, warrant and certify that none of you, your affiliates, officers or directors or holders of any equity interest in you is or will be named as a "specially designated national" or "blocked person" (or other similar classification) as designed by the United States Department of The Treasury's Office of Foreign Assets Control (or other applicable governmental agency)

3 Applicable Laws You acknowledge that there may be federal, state and local laws ("**Applicable Laws**") that may affect the operation of the Center, that may conflict with your obligation to comply with our Standards, and that may negatively impact the financial performance of the Center These laws may exist today, or may be enacted in the future It is solely your responsibility, both prior to and after purchasing the franchise, to identify, understand and comply with all Applicable Laws In entering into this Agreement, you are not relying in any way upon any representation or warranty (express or implied) by us or anyone associated with us that our System or Standards complies with Applicable Laws

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the dates written below

FRANCHISEE (For an entity)

Name of Entity ______________________

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

FRANCHISEE (For an individual)

Signature ______________________
Printed Name ______________________
Date ______________________

Signature ______________________
Printed Name ______________________
Date ______________________

FRANCHISOR 9ROUND FRANCHISING, LLC

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

Attachment A to the Franchise Agreement

DESIGNATED AREA

A **AUTHORIZED LOCATION** The "**Authorized Location**" means the following area

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B **DESIGNATED AREA** The "**Designated Area**" means the following area

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____

____

If the Designated Area is not identified as of the date of this Franchise Agreement, we will determine the Designated Area when you sign the lease for the Authorized Location The Designated Area will be an area of ***up to*** 3 miles from the Authorized Location as we determine in our sole judgment after a review of relevant factors (see Section 2 C)

The Designated Area may overlap with designated areas of other Centers In the overlapping areas, each Center is permitted to market and solicit for members (see Section 6 B) Once identified by us, the Designated Area is fixed for the initial term of the Franchise Agreement unless you relocate the Center and upon renewal or transfer (see Sections 4 B, 5 G, and 11 C) The driving miles are fixed as of the date the Designated Area is determined by us and based on our mapping program used at the time the Designated Area is determined No Designated Area will be enlarged due to any future road construction or other alteration

FRANCHISEE (For an entity)

Name of Entity ____________________

Signature ____________________
Printed Name ____________________
Title ____________________
Date ____________________

FRANCHISEE (For an individual)

Signature ____________________
Printed Name ____________________
Date ____________________

Signature ____________________
Printed Name ____________________
Date ____________________

FRANCHISOR 9ROUND FRANCHISING, LLC

Signature ____________________
Printed Name ____________________
Title ____________________
Date ____________________

Attachment B to the Franchise Agreement

INFORMATION RELEASE CONSENT

The undersigned entered into a Franchise Agreement for the operation of a 9ROUND Center under a license from 9Round Franchising, LLC In connection with the Franchise Agreement, I authorize 9Round Franchising, LLC to discuss with and obtain information from the third party providers for any 9ROUND Center owned or guaranteed by my Principal Owners (directly or indirectly), including (1) the landlord of the Center, (2) any lender providing financing for the Center or that holds any security interest in any of the assets of the Center or in the Franchisee (if a corporate entity), and (3) any other vendor or supplier for the Center I authorize such persons to provide information regarding the 9ROUND Center to 9Round Franchising, LLC

FRANCHISEE (For an entity)

Name of Entity ___________________________

Signature ______________________________
Printed Name ___________________________
Title _________________________________
Date _________________________________

FRANCHISEE (For an individual)

Signature ______________________________
Printed Name ___________________________
Date _________________________________

Signature ______________________________
Printed Name ___________________________
Date _________________________________

Attachment C to the Franchise Agreement

PERSONAL GUARANTY 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 us, 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 non-compete provisions in paragraph 10 D, and agree that this Personal Guaranty 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 our 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, the 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 Guaranty will inure to the benefit of our successors and assigns

FRANCHISEE ______________________________ (insert name of entity)

PERSONAL GUARANTORS

______________________________	______________________________
Individually	Individually
______________________________	______________________________
Print Name	Print Name
______________________________	______________________________
Address	Address
______________________________	______________________________
City State Zip Code	City State Zip Code
______________________________	______________________________
Telephone	Telephone

Attachment D to the Franchise Agreement

Electronic Transfer of Funds Authorization

Franchisee ________________

Location __________________

Date ______________________

NEW	CHANGE

Attention Bookkeeping Department

The undersigned hereby authorizes 9Round Franchising, LLC, its parent company, designated billing provider or any affiliated entity (collectively, "9Round"), to initiate weekly ACH debit entries against the account of the undersigned with you in payment of amounts for Royalty Fees, Marketing Fees or other amounts that become payable by the undersigned to 9Round The dollar amount to be debited per payment will vary

Subject to the provisions of this letter of authorization, you are hereby directed to honor any such ACH debit entry initiated by 9Round This authorization is binding and will remain in full force and effect until 90 days prior written notice has been given to you by the undersigned The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization, subject to there being sufficient funds in the undersigned's account to cover such ACH debit entries

*** We also need a VOIDED Check ***

____
Bank Name

____
Branch

____
Street Address

____
City State Zip Code

____
Bank Telephone Number

____
Bank s Account Number

____
Customer s Account Number

Sincerely yours,

____
Account Name

____
Street Address

____
City State Zip Code

____
Telephone Number

SIGNATURE ________________

Name ________________

Title ________________

Date ________________

Attachment E to the Franchise Agreement
LEASE ADDENDUM

This Lease Addendum ("**Addendum**") dated _________, 20__, is entered into between ______________ _______ ("**Landlord**"), and ________________ ("**Tenant**")

RECITALS

A The parties have entered into a Lease Agreement, dated _____________ (the "**Lease**") for the premises located at ______________________________ (the "**Premises**")

B Tenant has agreed to use the Premises only for the operation of a 9ROUND Center pursuant to a franchise agreement ("Franchise Agreement") with 9Round Franchising, LLC ("**9Round**")

C The parties desire to amend the Lease in accordance with the terms and conditions contained in this Addendum

AGREEMENT

1 Remodeling and Decor Landlord agrees to allow Tenant to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises pursuant to the Franchise Agreement and any successor Franchise Agreement

2 Assignment Tenant has the right to assign all of its right, title and interest in the Lease to 9Round or its successor, or either company's affiliates, at any time during the term of the Lease, including any extensions or renewals, without first obtaining Landlord's consent No assignment will be effective, however, until 9Round or its successor or designated affiliate gives Landlord written notice of its acceptance of the assignment If 9Round elects to assume the lease under this paragraph or unilaterally assumes the lease as provided for in subparagraphs 3(c) or 4(a), Landlord and Tenant agree that ***(i)*** Tenant will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to the date of assignment and assumption, and ***(ii)*** 9Round will have the right to sublease the Premises to another 9ROUND franchisee, without further need for Landlord approval, provided the franchisee agrees to operate the Center as a 9ROUND Center pursuant to a franchise agreement with 9Round 9Round will be responsible for the lease obligations incurred after the effective date of the assignment

3 Default and Notice

(a) In the event there is a default or violation by Tenant under the terms of the Lease, Landlord agrees to give Tenant and 9Round written notice of such default or violation within a reasonable time after Landlord knows of its occurrence Landlord agrees to provide 9Round the written notice of default as written and on the same day Landlord gives it to Tenant Although 9Round is under no obligation to cure the default, 9Round will notify Landlord it intends to cure the default and unilaterally assume Tenant's interest in the lease as provided in Paragraph 3(c) 9Round will have an additional 15 days from the expiration of Tenant's cure period in which to cure the default or violation

(b) All notices to 9Round must be sent by registered or certified mail, postage prepaid, to the following address

9Round Franchising, LLC
847 NE Main Street
Simpsonville, SC 29681
864-962-4600

9Round may change its address for receiving notices by giving Landlord written notice of the new address Landlord agrees to notify both Tenant and 9Round of any change in Landlord's mailing address to which notices should be sent

(c) Upon Tenant's default and failure to cure a default under either the Lease or the Franchise Agreement, 9Round has the right (but not the obligation) to unilaterally assume Tenant's interest in the Lease in accordance with Paragraph 2

4 Termination or Expiration

(a) Upon the expiration or termination of the Franchise Agreement, 9Round has the right (but not the obligation) to unilaterally assume Tenant's interest in the Lease in accordance with Paragraph 2

(b) Upon the expiration or termination of the Lease, if 9Round does not assume Tenant's interest in the Lease, Landlord agrees to cooperate and allow 9Round to enter the Premises, without cost and without being guilty of trespass or any other crime or tort and without incurring any liability to Landlord, to remove all signs and all other items identifying the Premises as a 9Round Center and to make such other modifications as are reasonably necessary to protect the marks and system, and to distinguish the Premises from 9Round Centers In the event 9Round exercises its option to purchase assets of Tenant, Landlord agrees to permit 9Round to remove all such assets being purchased by 9Round

5 Consideration, No Liability

(a) Landlord acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement and that Tenant may not lease the Premises without this Addendum

(b) Landlord acknowledges that Tenant is not an agent or employee of 9Round and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind 9Round or any affiliate of 9Round and that Landlord has entered into this Addendum with full understanding that it creates no duties, obligations, or liabilities of or against 9Round or any affiliate of 9Round

(c) Nothing contained in this Addendum makes 9Round or its affiliates a party or guarantor to the Lease, and does not create any liability or obligation of 9Round or its affiliates

6 Modification No amendment or variation of the terms of this Addendum is valid unless made in writing and signed by the parties and the parties have obtained 9Round's written consent

7 Reaffirmation of Lease Except as amended or modified by this Addendum, all of the terms, conditions, and covenants of the Lease remain in full force and effect

8 Miscellaneous

(a) 9Round is a third party beneficiary of this Addendum, with independent rights of enforcement

(b) References to the Lease and to the Franchise Agreement include all amendments, addenda, extensions, and renewals to the documents

(c) References to Landlord, Tenant, and 9Round include the successors and assigns of each of the parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date written above

TENANT	LANDLORD
________________________	________________________

Attachment F to the Franchise Agreement

TELEPHONE NUMBER ASSIGNMENT AGREEMENT

THIS TELEPHONE ASSIGNMENT AGREEMENT by and between the Franchisee identified below ("**Franchisee**") and 9Round Franchising, LLC (hereinafter "**9Round**")

BACKGROUND

A 9Round has developed and owns the proprietary system ("**System**") for the operation of a boxing and kickboxing center under the trademark and logo 9ROUND (the "**Center**"),

B Franchisee has been granted a franchise to operate a Center pursuant to a Franchise Agreement and in accordance with the System,

C In order to operate its Center, the Franchisee will be acquiring one or more telephone numbers, telephone listings and telephone directory advertisements, and

D As a condition to the execution of the Franchise Agreement, 9Round has required that the Franchisee collaterally assign all of its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements to the 9Round in the event of expiration or termination of the Franchise Agreement

AGREEMENT

In consideration of the foregoing, the mutual premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows

1 Assignment In the event of expiration or termination of the Franchise Agreement, and in order to secure continuity and stability of the operation of the Center, Franchisee hereby sells, assigns, transfers and conveys to the 9Round all of its rights, title and interest in and to all telephone numbers, telephone listings and telephone directory advertisements used in connection with the operation of the Center, provided, however, such Assignment will not be effective unless and until the Franchise Agreement has expired or is terminated in accordance with the provisions thereof and 9Round has delivered to Franchisee written notice of acceptance of the assignment In the event of such assignment, 9Round assumes no liability for monies owed or other liabilities relating to the telephone numbers, telephone listings, and telephone directory advertisements that have accrued prior to the effective date of the assignment

Franchisee hereby grants to 9Round an irrevocable power of attorney and appoint 9Round as your attorney-in-fact to take any necessary actions to assign the telephone numbers, including but not limited to, executing any forms that the telephone companies may require to effectuate the assignment This assignment is also for the benefit of the telephone companies, and Franchisee agrees that the telephone companies may accept this assignment and 9Round's instructions as conclusive evidence of its rights in the telephone numbers and our authority to direct the amendment, termination or transfer of the telephone numbers, as if they had originally been issued to 9Round In addition, Franchisee agrees to hold the telephone companies harmless from any and all claims against them arising out of any actions or instructions by 9Round regarding the assignment contemplated in this Assignment

2 Representation and Warranties of the Franchisee Franchisee hereby represents, warrants and covenants to the 9Round that (a) As of the effective date of the Assignment, all of Franchisee's obligations and indebtedness for telephone, telephone listing services and telephone directory advertisement services will be paid and current, (b) As of the date hereof, Franchisee has full power and legal right to enter into, execute, deliver and perform this Agreement, (c) This Agreement is a legal and binding obligation of Franchisee, enforceable in accordance with the terms hereof, (d) The execution, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which Franchisee is a party or by which Franchisee is bound, and no consent of

nor approval by any third party is required in connection herewith, and (e) Franchisee has the specific power to assign and transfer its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements, and Franchisee has obtained all necessary consents to this Assignment

3 Cancellation Notwithstanding the foregoing, 9Round may, in its sole discretion and at any time prior to effectiveness of the assignment, declare this Agreement and the assignment contemplated hereunder null and void

4 Miscellaneous The validity, construction and performance of this Assignment is governed by the laws of the State of South Carolina All agreements, covenants, representations and warranties made herein will survive the execution hereof All rights of the 9Round inure to its benefit and to the benefit of its successors and assigns

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the Effective Date of the Franchise Agreement

FRANCHISEE (For an entity)

Name of Entity ______________________

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

FRANCHISEE (For an individual)

Signature ______________________
Printed Name ______________________
Date ______________________

Signature ______________________
Printed Name ______________________
Date ______________________

FRANCHISOR 9ROUND FRANCHISING, LLC

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

Attachment G to the Franchise Agreement

MEMBERSHIP CONTRACT ASSIGNMENT AGREEMENT

THIS MEMBERSHIP CONTRACT ASSIGNMENT AGREEMENT by and between the Franchisee identified below ("**Franchisee**") and 9Round Franchising, LLC (hereinafter the "**9Round**")

BACKGROUND

A 9Round has developed and owns the proprietary system ("**System**") for the operation of a boxing and kickboxing center under the trademark and logo 9ROUND (the "**Center**"),

B Franchisee has been granted a franchise to operate a Center pursuant to a Franchise Agreement and in accordance with the System,

C During the term of the franchise, Franchisee will be entering to membership contracts with Center members permitting them access to the Center facilities ("**Membership Contracts**"), and

D As a condition to the execution of the Franchise Agreement, 9Round has required that Franchisee collaterally assign all of its right, title and interest in the Membership Contracts to 9Round in the event of expiration or termination of the Franchise Agreement,

AGREEMENT

In consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows

1 Assignment In the event of expiration or termination of the Franchise Agreement, and in order to secure continuity and stability of the operation of the Center, Franchisee hereby sells, assigns, transfers and conveys to the 9Round all of its rights, title and interest in and to all Membership Contracts, provided, however, such Assignment will not be effective unless and until the Franchise Agreement has expired or is terminated in accordance with the provisions thereof and 9Round has delivered to Franchisee written notice of its acceptance of the assignment In the event of such assignment, 9Round will assume no liability for monies owed or other liabilities relating to the Membership Contracts that have accrued prior to the effective date of the assignment

2 Representation and Warranties of the Franchisee Franchisee hereby represents, warrants and covenants to 9Round that

(a) As of the effective date of the Assignment, all of Franchisee's obligations under the Memberships Contracts have been satisfied,

(b) As of the date hereof, Franchisee has full power and legal right to enter into, execute, deliver and perform this Agreement,

(c) This Agreement is a legal and binding obligation of Franchisee, enforceable in accordance with the terms hereof,

(d) The execution, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which Franchisee is a party or by which Franchisee is bound, and no consent of nor approval by any third party is required in connection herewith, and

(e) Franchisee has the specific power to assign and transfer its right, title and interest in its Membership Contracts and Franchisee has obtained all necessary consents to this Assignment

3 Cancellation Notwithstanding the foregoing, 9Round may, in its sole discretion and at any time prior to effectiveness of the assignment, declare this Agreement and the assignment contemplated hereunder null and void

4 Miscellaneous The validity, construction and performance of this Assignment is governed by the laws of the State of South Carolina All agreements, covenants, representations and warranties made herein will survive the execution hereof All rights of the 9Round inure to its benefit and to the benefit of its successors and assigns

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the Effective Date of the Franchise Agreement

FRANCHISEE (For an entity)

Name of Entity ______________________

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

FRANCHISEE (For an individual)

Signature ______________________
Printed Name ______________________
Date ______________________

Signature ______________________
Printed Name ______________________
Date ______________________

FRANCHISOR 9ROUND FRANCHISING, LLC

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

Attachment H to the Franchise Agreement

MARKET ACCELERATOR PROGRAM ADDENDUM

This Market Accelerator Program Addendum ("**MAP Addendum**") made between 9Round Franchising, LLC, a South Carolina limited liability company with its principal business located at 847 NE Main Street, Simpsonville, South Carolina 29681 ("**we**" or "**us**"), and the Franchisee identified in the Summary Page ("**you**"), to be effective on the Effective Date identified in the Summary Page

RECITALS

A Contemporaneously with the execution of this Addendum, you are entering into

☐2 Franchise Agreements for a total initial franchise fee of $44,000, or
☐3 Franchise Agreements for a total initial franchise fee $59,000

9ROUND franchise agreements (each a "**Franchise Agreement**") pursuant to our Market Accelerator Program (the "**MAP**")

B The Centers licensed under these Franchise Agreements together constitute the "**MAP Centers** "

C The parties desire to enter into this MAP Addendum in order to clarify certain obligations under the Franchise Agreements, as they relate to the MAP Centers

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows

AGREEMENT

1 Definitions Capitalized terms will have the meanings ascribed to them in the Franchise Agreement unless otherwise defined herein The term "**this Agreement**" refers to the Franchise Agreement modified by this Addendum

2 Initial Franchise Fee The initial franchise fees applicable for two MAP Agreements will be a total of $44,000, and three MAP Agreements will be at total of $59,000

3 Opening Schedule With respect to the MAP Centers, the following timelines apply

MAP Center	***Site Selection (Sections 2 B and 5 A)***	***Opening Deadline (Section 5 D)***
One MAP Center	Within 3 months of the Effective Date	Within 6 months of the Effective Date
Two MAP Centers	Within 9 months of the Effective Date	Within 12 months of the Effective Date
Three MAP Centers	Within 15 months of the Effective Date	Within 18 months of the Effective Date

4 Failure to Meet Opening Schedule If any deadline in Section 3 above is not met, the following will apply

(a) If the MAP Center developed under this Agreement was open and operating at the time of the failure, this Agreement will be unaffected by such failure to open

(b) If the MAP Center developed under this Agreement was not open and operating at the time of the failure, we may, at our sole and unilateral option, ***(i)*** terminate this Agreement, or ***(ii)*** amend this Agreement to eliminate the designated protection afforded by Section 2 B and 2 C of this Agreement

5 Ratification All other terms and conditions of this Agreement are hereby ratified and confirmed

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms

FRANCHISEE (For an entity)

Name of Entity ______________________

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

FRANCHISOR 9ROUND FRANCHISING, LLC

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

FRANCHISEE (For an individual)

Signature ______________________
Printed Name ______________________
Date ______________________

Signature ______________________
Printed Name ______________________
Date ______________________

FRANCHISEE ACKNOWLEDGMENT

As you know, you and we are entering into a Franchise Agreement for the operation of a 9ROUND franchise The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business Please review each of the following questions carefully and provide honest responses to each question

Acknowledgments and Representations *

1 Did you receive a copy of our disclosure document at least 14 calendar days before signing the Franchise Agreement? Check one ☐ Yes ☐ No

2 Have you studied and reviewed carefully our disclosure document and Franchise Agreement? Check one ☐ Yes ☐ No

3 Is the name, address and phone number of any broker and each of our employees or representatives who was involved in offering you this franchise listed on the disclosure document receipt you signed (or on any updated receipt we provided to you)? Check one ☐ Yes ☐ No

4 Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise, meaning that any prior oral or written statements not included in the Franchise Agreement or our disclosure document will not be binding? Check one ☐ Yes ☐ No

5 Do you understand that the success or failure of your business will depend in large part on your skills and experience, your business acumen, your location, the local market for products, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Check one ☐ Yes ☐ No

6 Do you understand that the franchise is granted for the right to operate the business at the Approved Location and that your Designated Area may overlap with the Designated Area of another franchisee? Check one ☐ Yes ☐ No

7 Do you understand that the Franchise Agreement restricts us only from operating or granting others the right to operate a 9Round Center physically located in your Designated Area, but that we and our affiliates may operate and grant similar or competitive businesses in your Designated Area under a different name? Check one ☐ Yes ☐ No

8 Do you understand that we have the right to offer, sell or distribute items such as training videos, equipment, athletic gear, etc , associated with the System (now or in the future) or identified by the Marks, or any other trademarks, service marks or trade names, through any distribution channels or methods (including retail stores, mail order, wholesale, the Internet, or any other existing or future form of electronic commerce) in your Designated Area, and that you are not entitled to any compensation on account of the sales? Check one ☐ Yes ☐ No

9 Do you understand that we have the right to provide and license third parties to provide the 9ROUND workout program, and other ancillary programs developed by or for us or our affiliates, at host locations (such as apartments, condo associations, corporate office buildings, schools, community centers and other gyms and fitness centers) in your Designated Area? Check one ☐ Yes ☐ No

10 Do you understand that your territorial protection excludes "Special Sites" in your Designated Area such as (1) military bases, (2) public transportation facilities, including, without limitation, airports, limited access highway travel plazas, and other transportation terminals, (3) sports facilities, including race tracks, (4) student unions or other similar buildings on college or university campuses, (5) hotels, resorts or similar short-term lodging, (6) apartment or condominium complexes, and (7) corporate

office buildings or office parks, and that we may operate and grant others the right to operate 9ROUND Centers at Special Sites in your Designated Area? Check one ☐ Yes ☐ No

11 Do you understand that if you fail to secure a site or open a 9ROUND Center by the deadlines in the Franchise Agreement, your Designated Area protection and reservation can be removed by us and we may authorize another franchisee to locate in that area? Check one ☐ Yes ☐ No

12 Do you understand that we or our affiliates may be the only approved supplier for certain products, that you will pay the then-current price in effect for the approved products and other goods and products you receive from us and our affiliates, and that that we may make a profit on those items? Check one ☐ Yes ☐ No

13 Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Section 10 and that an injunction is an appropriate remedy to protect the interests of the System if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly in Section 10, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one ☐ Yes ☐ No

If you answered "No" to questions 1-13, please explain (attached additional sheets if necessary) ______

____

____

____

____

14 Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the disclosure document? Check one ☐ Yes ☐ No

15 Except as stated in Item 19 of our disclosure document, was any oral, written or visual claim or representation made to you which stated, suggested, predicated or projected your sales, income or profit levels? Check one ☐ Yes ☐ No

16 Except as stated in Item 19 of our disclosure document, did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the disclosure document or that is contrary to or different from the information in the disclosure document? Check one ☐ Yes ☐ No

If you answered "Yes" to questions 14-16, please explain in detail the claim, representation or statement (attached additional sheets if necessary) ____________________________

____

____

____

____

____

____

____

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

* Such representations are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law

<u>NOTE</u> IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, AN OFFICER AND EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT

Signed ____________________	Signed ____________________
Print Name ____________________	Print Name ____________________
Date ____________________	Date ____________________

Signed ____________________	Signed ____________________
Print Name ____________________	Print Name ____________________
Date ____________________	Date ____________________

Sample Franchise Agreement Renewal Addendum

RENEWAL ADDENDUM

TO

THE 9ROUND FRANCHISE AGREEMENT

This RENEWAL ADDENDUM ("**Renewal Addendum**") is entered into on this _______ day of _______ _______, 20__ ("**Effective Date**") by and between 9Round Franchising, LLC, a South Carolina limited liability company, having a principal place of business at 847 NE Main Street, Simpsonville, South Carolina 29681 ("**we**" or "**us**") and ________________________, a________________, having a principal place of business at ____________________ ("**you**")

RECITALS

A You have developed and been operating a 9ROUND Center pursuant to a franchise agreement that provided for an initial five-year term (the "**Original Franchise Agreement**")

B The initial term has expired, you desire to exercise your renewal option under the Original Franchise Agreement, and we agree that you are eligible to exercise your renewal option under the Original Franchise Agreement

C Contemporaneous with the execution of this Renewal Addendum, therefore, we are entering into a renewal franchise agreement ("**Renewal Franchise Agreement**") which, together with this Renewal Addendum, will govern your franchise rights during the renewal term

In consideration of the mutual promises contained in the Renewal Franchise Agreement and this Renewal Addendum, the parties agree as follows

1 Term The term "fifth" replaces the term "tenth" in the first sentence of Section 4 A , it being the intent of the parties that the term of the Renewal Agreement is five years

2 Renewal Section 4 B of the Franchise Agreement is deleted in its entirety, it being the intent of the parties that Section VII B of the Original Franchise Agreement (including subsections 1 through 9) will govern your future franchise renewal rights and obligations

3 Initial Franchise Fee Section 9 A is deleted in its entirety, the intent being that no initial franchise fee is payable in connection with this renewal

4 Site Selection, Lease, Construction Articles 5 is amended to the extent necessary to reflect that the Center has been developed and is operating at the location identified on the Summary Pages

5 Center Modernization You agree to complete any updates and modernization to the Center to meet our current standards for new 9ROUND Centers, which may include replacing fixtures, equipment and signs, and otherwise modifying the Center so that it meets our specifications and standards for new 9ROUND Centers Unless otherwise agreed in writing between the parties, the modernization must be complete on the Effective Date of the Renewal Franchise Agreement

6 Initial Training Section 7 B is amended to reflect that we have satisfied our obligation to provide initial training and you have satisfied your obligations to complete our initial training requirements

7 Release You must execute and deliver to us a fully signed General Release Agreement

8 Entire Agreement The Renewal Franchise and this Renewal Addendum represents the fully integrated and complete agreement between the parties and supersedes all other negotiations, agreements, representations, and covenants, oral or written

9 Conflicting Terms In the event of a conflict between the terms of the Renewal Franchise Agreement and this Renewal Addendum, the terms of this Renewal Addendum will control

10 Affirmation The parties hereby ratify and affirm all provisions of the Renewal Franchise Agreement

IN WITNESS WHEREOF, each of the parties hereto has caused this Renewal Addendum to be executed by its duly authorized representative as of the Effective Date set forth above

FRANCHISEE	**FRANCHISOR**
______________________________	9ROUND FRANCHISING, LLC
a ____________________________	a South Carolina limited liability company
By ____________________________	By ____________________________
Name __________________________	
Title ___________________________	

ADDENDUM TO THE 9ROUND FRANCHISE AGREEMENT

FOR THE STATE OF ILLINOIS

1 Section 4 of the Illinois Franchise Disclosure Act and Rule 200 608 of the Rules and Regulations promulgated thereunder dictate 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 "

2 Section 41 of the Illinois Franchise Disclosure Act and Rule 200 609 also void any attempt to waive compliance with Illinois law Nothing in the disclosure document or the Franchise Agreement (or the attachments thereto) may require franchisees covered by the Illinois Franchise Disclosure Act to waive compliance with Illinois law Any provision in the Franchise Agreement (including but not limited to any choice of law provision) that may be read as calling for application of a state law other than Illinois law is hereby deleted and franchisees covered by the Illinois Franchise Disclosure Act are entitled to the protections of Illinois law, notwithstanding any such provision A franchisee who would otherwise enjoy the protections of the Illinois Franchise Disclosure Act will continue to have those protections despite anything to the contrary in the Franchise Agreement, including but not limited to the language in Section 15 H 1

3 Each provision of this addendum is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this addendum

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms

FRANCHISEE (For an entity)

Name of Entity ____________________

Signature ____________________
Printed Name ____________________
Title ____________________
Date ____________________

FRANCHISEE (For an individual)

Signature ____________________
Printed Name ____________________
Date ____________________

Signature ____________________
Printed Name ____________________
Date ____________________

FRANCHISOR 9ROUND FRANCHISING, LLC

Signature ____________________
Printed Name ____________________
Title ____________________
Date ____________________

ADDENDUM TO 9ROUND FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

Even though there may be terms in the disclosure document or the Franchise Agreement to the contrary, the following provisions will apply to franchisees protected by terms of the Maryland Franchise Registration and Disclosure Law

1 The franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

2 None of the representations required to be made by the franchisee to 9Round in the documents to be executed by the franchisee are intended to act as, and the party agree that they shall not be deemed to constitute, a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

3 Any general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms

FRANCHISEE (For an entity)

Name of Entity ______________________

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

FRANCHISEE (For an individual)

Signature ______________________
Printed Name ______________________
Date ______________________

Signature ______________________
Printed Name ______________________
Date ______________________

FRANCHISOR 9ROUND FRANCHISING, LLC

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

ADDENDUM TO THE 9ROUND FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows

1 We will undertake the defense of any claim of infringement by third parties involving the 9ROUND mark, and you will cooperate with the defense in any reasonable manner required by us with any direct cost of such cooperation to be borne by us

2 Minnesota law provides franchisees with certain termination and nonrenewal rights As of the date of this Franchise Agreement, Minn Stat Sec 80C 14, Subd 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the franchise agreement

3 Section 13 E (Liquidated Damages) of the Franchise Agreement is deleted

4 Section 14 C (Claims) is amended to provide that any claims arising under the Minnesota Franchise Act must be brought within three years after the date the cause of action accrues

5 Section 15 J (Jury Waiver) and Section 15 K (Waiver of Punitive Damages) are hereby deleted

6 No Section providing for a general release as a condition of renewal or transfer will act as a release or waiver of any liability incurred under the Minnesota Franchise Act, provided, that this part shall not bar the voluntary settlement of disputes

7 Each provision of this Addendum is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C 01 to 80C 22 are met independently without reference to this addendum

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms

FRANCHISEE (For an entity)

Name of Entity ______________________

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

FRANCHISEE (For an individual)

Signature ______________________
Printed Name ______________________
Date ______________________

Signature ______________________
Printed Name ______________________
Date ______________________

FRANCHISOR 9ROUND FRANCHISING, LLC

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

ADDENDUM TO THE 9ROUND FRANCHISE AGREEMENT

FOR THE STATE OF NORTH DAKOTA

1 The Securities Commissioner for the State of North Dakota has held that the provisions stated below in (a) through (h) are unfair, unjust, or inequitable to North Dakota Franchisees (Section 51-19-09, N D C C) and may be unenforceable under North Dakota Law

(a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the Franchise Agreement,

(b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages,

(c) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota,

(d) A provision requiring a choice of law contrary to the North Dakota Franchise Investment Law,

(e) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations,

(f) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury,

(g) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages, and

(h) A provision requiring the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the Franchise Agreement

2 North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law

3 The site of any mediation or arbitration of the parties' disputes shall be at a site mutually agreeable to all parties If all parties cannot agree upon a location, the arbitration or mediation shall be Fargo, North Dakota

4 Each provision of this Addendum is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this addendum

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Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms

FRANCHISEE (For an entity)

Name of Entity ______________________

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

FRANCHISEE (For an individual)

Signature ______________________
Printed Name ______________________
Date ______________________

Signature ______________________
Printed Name ______________________
Date ______________________

FRANCHISOR 9ROUND FRANCHISING, LLC

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

ADDENDUM TO 9ROUND FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON

This Addendum pertains to franchises sold in the State of Washington and is for the purpose of complying with Washington statutes and regulations Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows

1 The State of Washington has a statute, RCW 19 100 180 (the "**Act**") that 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 that may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise

2 In the event of a conflict of laws, the provisions of the Act shall prevail

3 A release or waiver of rights executed by you 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 that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable

4 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms

FRANCHISEE (For an entity)

Name of Entity ______________________

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

FRANCHISEE (For an individual)

Signature ______________________
Printed Name ______________________
Date ______________________

Signature ______________________
Printed Name ______________________
Date ______________________

FRANCHISOR 9ROUND FRANCHISING, LLC

Signature ______________________
Printed Name ______________________
Title ______________________
Date ______________________

EXHIBIT D
FRANCHISEE LIST
List of Franchisees as of December 31, 2016

Alabama					
Crash Into Fitness LLC Carey Clutts Leann Clutts	2659 Valleydale Rd	Birmingham	AL	35244	(205) 995 0708
RJS Holdings LLC Rajvinder Singh, Scott Shepherd, Jeremy Bryant	2766 John Hawkins Pkwy Suite 100	Hoover	AL	35244	(205) 518 6160
Kicking Bump, LLC Stephen Bump and Jodi Leigh Bump	309 Pelham Ave Ste B3	Huntsville	AL	35801	(256) 970-4797
Trent Bennett, Madison Clark	4577 Wall Triana Hwy	Madison	AL	35758	(256) 772 2008
Meat Heads LLC Jason Howard Zach Mitchell	1079 Balch Rd Suite E	Madison	AL	35758	(256) 858 1189
RJS Holdings LLC Rajvinder Singh Scott Shepherd Jeremy Bryant	80 McFarland Blvd Suite 9	Northport	AL	35476	(205) 758 1269
RJS Holdings LLC Rajvinder Singh Scott Shepherd Jeremy Bryant	2370 Jack Warner Parkway NE A104	Tuscaloosa	AL	35401	(205) 248-7641
Arizona					
Anderson Fitness Inc Robin Anderson Mikel Anderson	4040 W Rav Rd Suite D4	Chandler	AZ	85226	(480) 756 6608
W9 Gilbert, LLC Ed Wagner	2487 S Gilbert Road Suite 115	Gilbert	AZ	85295	(480) 899 4066
M&E Group LLC Mario Estell Erika Estell	6501 E Greenway Parkway Suite 109	Scottsdale	AZ	85254	(480) 607 4948
SVH Fitness LLC Vlasta Duffy	9343 E Shea Blvd #145	Scottsdale	AZ	85260	(480) 407 6140
Arkansas					
Drew Davitt Sabrina Davitt	2200 SE J St Ste 6	Bentonville	AR	72712	479 845 5900
Drew Fit, LLC Drew Davitt, Sabrina Davitt	1267 Steamboat Dr Ste 1	Fayetteville	AR	72704	479 316 8280
California					
Pinky Porter Enterprises, Inc Tom Harris	2360 D Las Posas Road	Camarillo	CA	93010	(805) 244 5510
New Chapter Fitness LLC Jessica Taylor Jeff Taylor	6994 El Camino Real Suite 110	Carlsbad	CA	92009	(760) 936 3198
Jolena LLC John Licea, Selena Licea	14230 Chino Hills Pkwy Ste E	Chino Hills	CA	91709	(909) 342 7055
San Diego On the	1741 Eastlake	Chula Vista	CA	91915	(619) 737 9136

Go Inc Jorge Alvarez	Parkway, Suite 105				
San Diego on the Go, Inc Jorge Alvarez	1550 K East H Street	Chula Vista	CA	91913	(619) 623-3606
JDC Fitness LLC Joe Chavis	330 W Foothill Pkwy Suite 104	Corona	CA	92882	(951) 808 9896
Full 4orce Fitness LLC Danni Napoli Rick Calzada	11882 De Palma Rd Suite 2 H	Corona	CA	92883	(951) 258-5556
True Power Enterprises Holly Tabrizi	1175 Baker Street Suite A 5	Costa Mesa	CA	92626	(714) 662-1477
ROC & Company Romeo Bundalian Oliver Bundalian, Randy Bundalian Josephine Castaneda	2203 Francisco Drive Unit 160	El Dorado Hills	CA	95762	(916) 936 0924
Divine Legacy Inc Vicky Williams	1157 Riley Street	Folsom	CA	95630	(916) 235 4006
Riza NOLA LLC Riza Ayson	18595 Brookhurst Street	Fountain Valley	CA	92708	(714) 782 0601
Laurent Blondeau	7074 Edinger Ave	Huntington Beach	CA	92647	(714) 375 0180
Neff Fit LLC David Neff Maria Neff	30100 Town Center Drive Suite S	Laguna Niguel	CA	92677	(949) 218 6611
Lemon Squares Investments Inc Wesley W Terrell	1295 E Dunne Avenue Suite #160	Morgan Hill	CA	95037	(408) 763 4701
Cohen SW LLC Serge Cohen Wendy Cohen	24550 Village Walk Place	Murrieta	CA	92562	(951) 677 8087
Changing Lives Enterprises LLC Marc Payne, Teresia Payne William Wong	132 E 12th Street	Oakland	CA	94606	(510) 808 5186
Pomaika i Management LLC Jason Wong	4275 Rosewood Drive, Suite 23	Pleasanton	CA	94588	(925) 251 0081
MAS Fitness LLC Steven Liu, Annie Liu	8160 Haven Ave Ste 102	Rancho Cucamonga	CA	91730	(909) 466 6719
David K Enterprises Inc David Kraimiak	29851 Aventura, Suite J	Rancho Santa Margarita	CA	92688	(949) 478 1852
The 10th Round LLC Vicky Williams Brad Bonar	2340 Sunset Blvd Suite 180	Rocklin	CA	95765	(916) 872-1274
Lilia Tahmasian John Vertrees	4021 Woodcreek Oaks Blvd Suite 180	Roseville	CA	95747	(916) 742-5794
L&W Fitness Enterprises LLC Adele Letro, Paige Winchester Jesse Letro	1914 P Street Midtown	Sacramento	CA	95811	(916) 758 8225
KJOY LLC	4730 Natomas Blvd	Sacramento	CA	95835	(916) 900 4698

Makeba Arnold	Unit #130				
San Diego Fitness Group Inc Nathaniel Gallery	6110 Friars Road	San Diego	CA	92108	(619) 684 5632
Bn V Enterprises Incorporated Bradley Unnasch Victoria Unnasch	7875 Highlands Village Place Suite B104	San Diego	CA	92129	(858) 240 7268
30Fit Flex, Inc Tim Konzen and Jennifer Konzen	12125 Alta Carmel Court	San Diego	CA	92128	(858) 485 9292
Hit to Fit Lifestyle, LLC Brandon and Milissa Danieli	4411 Mercury St	San Diego	CA	92111	(858) 430 6414
Neff Fit, LLC David Neff Maria Neff	31742 Rancho Viejo Road Suite D	San Juan Capistrano	CA	92675	(949) 429 6059
Coe Machine Inc David Coe	700 C S Rancho Santa Fe Rd	San Marcos	CA	92078	(760) 891-0272
KDB&S LLC Karl Bobo, Kimberly Bobo	2415 San Ramon Valley Blvd Suite 12	San Ramon	CA	94583	(925) 837 2976
JG Fitness Simi Valley Inc Jan Gault	2764 Cochran Street	Simi Valley	CA	93065	(805) 428 9411
Dejayh Inc Daniel Hawkins	2370 Crenshaw Blvd Suite E	Torrance	CA	90501	(424) 731-8180
KDB&S LLC Karl Bobo and Kimberly Bobo	2260 Oak Grove Road	Walnut Creek	CA	94598	(925) 988 0710
ARMD, LLC Angela Rose and Manny Diaz	1508 Sunnyvale Ave	Walnut Creek	CA	94597	(925) 900 1036
Colorado					
J&M Fam Enterprises Jacob Scott, Marijune Scott	1655 28th St	Boulder	CO	80301	(303) 443-5678
DLR Holdings, LLC Donald Mengwasser	1100 US Highway 287 Ste 600	Broomfield	CO	80020	(720) 328 2882
K L Baron Enterprises, LLC Kaye Baron	1001 South Tejon	Colorado Springs	CO	80903	(719) 473 5755
K L Baron Enterprises, LLC Kaye Baron	4730 Centennial Blvd Suite 101	Colorado Springs	CO	80919	(719) 528 6005
K L Baron Enterprises, LLC Kaye Baron	5490 Powers Center Point Suite 156	Colorado Springs	CO	80920	(719) 282 8563
McReaCrea, LLC Anne Lee Haizlip McRea	487 S Broadway #100	Denver	CO	80209	(303) 722 0318
SBGH Fitness LLC Staci Bartels Glen Harvey	310 E 17th Ave	Denver	CO	80203	(303) 997 8295
Fitness Empire LLC Brian Lovett Pamela Lovett, Steve Shideler Porscha	9385 S Colorado Blvd Suite 105	Highlands Ranch	CO	80126	(720) 583 5237

Shideler					
J&M Fam Enterprises Jacob Scott, Marijune Scott	1631 Pace St, Suite B 11	Longmont	CO	80504	(303) 772 8888
Total Body Fitness Program Christine Matthews	375 S McCaslin Blvd Suite A	Louisville	CO	80027	(720) 398 9977
J&M Fam Enterprises Jacob Scott Marijune Scott	978 E Eisenhower	Loveland	CO	80537	(970) 619 8291
McReaCrea, LLC Anne Lee Haizlip McRea	16522 Keystone Blvd Unit K	Parker	CO	80134	(720) 343-7822
DLR HOLDINGS LLC Don Mengwasser	3993 E 120th Ave	Thornton	CO	80241	(720) 328 2882
DLR Holdings, LLC Donald Mengwasser	10343 Federal Blvd Unit L	Westminster	CO	80260	(720) 328 2882
		Connecticut			
9Round New England Tina Valaouras	230 Main Street	East Haven	CT	06512	(855) 976 8631
SKG First Round LLC Sheila Garvy	779 807 Newfield Street	Middletown	CT	06457	(860) 349 2321
Valaouras Berner Enterprises LLC Tina Valaouras	280 Branford Road	North Branford	CT	06471	(203) 488-1341
Valaouras Berner Enterprises, LLC Tina Valaouras	785 Boston Post Road	Old Saybrook	CT	06475	(860) 661 5138
Valaouras Berner Enterprises LLC Tina Valaouras	665 North Colony Road	Wallingford	CT	06492	(203) 626 9691
		Delaware			
GT Ripped Fitness LLC Gina Cerasari,Tim Raynor	1601 Concord Pike suite 17 & 19	Wilmington	DE	19803	(302) 428 9922
		Florida			
M E Fitness, LLC Mark Maller Suzanne Ellis	1200 Yamato Rd Suite B 1	Boca Raton	FL	33431	(561) 419 7003
LK MK Fitness BB LLC Larry Karp, Michelle Karp	910 North Congress Ave	Boynton Beach	FL	33426	(561) 732 9889
K&K Group LLC Kim Jochim Kara Ince	2663 Gulf to Bay Blvd #950	Clearwater	FL	33759	(727) 726 8616
DK Fitness Inc Darla Knight	1511 Main St	Dunedin	FL	34698	(727) 251 1550
Fontana Fitness 2 LLC Paula Rivas, Leonardo Fontana	1031 N Federal Hwy	Fort Lauderdale	FL	33304	(954) 626 0780
Fontana Fitness 2	3335 Sheridan St	Hollywood	FL	33021	(754) 217 4323

LLC Paula Rivas Leonardo Fontana					
Hammerhead Fitness LLC Mark Dewey	12226 Beach Blvd #8	Jacksonville	FL	32246	(904) 516 7155
315 Railroad Riverside LLC Talf Gates	4820 Deer Lake Dr West	Jacksonville	FL	32246	(904) 723-1214
Migmar Group LLC Alejandro Ramos	11252 SW 137 Avenue	Kendall	FL	33186	(786) 536 2259
MVI Enterprises LLC Cecilia Harris, Justin Harris	4115 SR 7	Lake Worth	FL	33449	(561) 619 5670
LK MK Fitness Margate LLC Larry Karp	3350 NW 62nd Ave	Margate	FL	33063	(954) 972-8070
Vital Green Life LLC Leonardo DoCarmo Julia Fernandez	14612 SW 8th Street	Miami	FL	33184	(786) 712 0384
One Round at a Time LLC Kim Rymanowski Mitch Rymanowski	1326 Seven Springs Blvd	New Port Richey	FL	34655	(727) 597 7325
Karen and Ronnie Enterprises LLC Ronald Cangro and Karen Julian	2791 Old Winter Garden Road	Ocoee	FL	34761	(407) 654 4660
Wakefit, LLC David Hair Austin Hair	3150 South Orange Ave	ORLANDO	FL	32806	(321) 441 4999
Wakefit LLC David Hair, Austin Hair	1954 West State Road 426	Oviedo	FL	32765	(407) 542 8118
Musillo Athletic Performance Jonathan Musillo	3814 Northlake Blvd	Palm Beach Gardens	FL	33403	(561) 410 5959
CR&O Corporation Connie Hurtado	18391 Pines Blvd	Pembroke Pines	FL	33029	(954) 951 3507
I&N Enterprises Inc Ira Neasman, Lynne Neasman	8130 W Broward Blvd	Plantation	FL	33324	(954) 370 4500
BNO Fitness, Inc Brett Osinski Nicole Osinski	2101 N Federal Highway, Suite 202	Pompano Beach	FL	33062	(954) 532 5606
LK MK Fitness BB LLC Larry Karp Michelle Karp	11051 Southern Blvd Suite 200	Royal Palm	FL	33411	(561) 204 9699
St Pete Boxing Fitness David Belot	1100 4th Street N, Ste 101	St Petersburg	FL	33701	(727) 519 6947
Wright Walthour Enterprises LLC Rafeal Wright Tasha Key	10930 Cross Creek Blvd	Tampa	FL	33647	(813) 803 7379
JJM Wellness	5448 Central Florida	Williamsburg	FL	32821	(407) 778 4616

Bill Hentschel Tracie Hentschel	Parkway				
Georgia					
ABCD Fitness LLC Tony Miller	2080 Timothy Rd Suite B	Athens	GA	30606	(706) 353 6999
M&M Fitbox LLC Matt and Melisa McCue	1860 Barnett Shoals Rd Suite 407	Athens	GA	30605	(706) 850 4999
Browns Bridge Fitness LLC Rick Dunn	3560 Browns Bridge Rd Suite #900	Cumming	GA	30028	(470) 239-4114
LMSmith Enterprises Inc Michelle Smith Lawrence Smith	831 Auburn Road, Suite 100	Dacula	GA	30019	(678) 743 4506
9Round ATL LLC Carmen Pascuzzo Kathleen Tracey	2899 B North Decatur Rd	Decatur	GA	30033	(404) 343 0286
Toaster Fitness Melissa Mudd Shannon Mudd Anthony Sebek	4446 Washington Road Suite 8	Evans	GA	30809	(706) 250-5222
FTO Kickboxing, Inc Kerri Davis Jeff Davis	2649 Battlefield Parkway	Fort Oglethorpe	GA	30742	(706) 406 2558
DK Fitness Inc Donna Kneller	2100 Roswell Rd #2186	Marietta	GA	30062	(470) 377 4285
BC Bishop Enterprises, LLC Ben Bishop	11408 Ford Avenue	Richmond Hill	GA	31324	(912) 445 5201
Relative Vision, Inc a GA Corp Chris Foster	1426 Towne Lake Parkway	Woodstock	GA	30189	(678) 483 6044
Illinois					
Troy Wiseman	15 South Dunton Ave	Arlington Heights	IL	60010	(847) 398-7600
Cindy Sciaky, Troy Wiseman	133 Park Ave	Barrington	IL	60010	(847) 924-1336
McClary Investments Columbia LLC Jason McClary	1257 W Fullerton Ave	Chicago	IL	60614	(773) 649 5757
AVR Fitness LLC Asher Rosenblatt Ariane Rosenblatt	1744 W Division	Chicago	IL	60622	(773) 295 0810
EVX LLC Jim Battinus, Jeff Battinus Ken Battinus	1706 Central Street	Evanston	IL	60201	(224) 714 3003
KNOCKOUT GIRLZ, LLC Gina Lazar Jodi Glick Levin	1348 Patriot Blvd	Glenview	IL	60026	(224) 616 3348
Lake County Get Fit Inc Keith Surroz	100 S Atkinson	Grayslake	IL	60030	(847) 356 6309
Lake County Get Fit Inc Keith Surroz	2128 East Grand Avenue	Lindenhurst	IL	60046	(847) 356 6309

North Shore 9Round LLC Kyle Kurz, Abby Kurz, Linda Mayer, Tom Mayer	1007 Waukegan Road	Northbrook	IL	60062	(224) 235 4840
Sciaky Enterprises Inc Cindy Sciaky	1001 W 75th Street	Woodridge	IL	60517	(630) 930 8439
		Indiana			
A K D Investments LLC Nick Cragen	116 S Indiana Ave	Bloomington	IN	47408	(812) 323 9494
Faithgloves, LLC Matthew Meiser	1434 Keystone Way	Carmel	IN	46032	(765) 278 2661
Vinson Kickboxing LLC Josh Vinson Erica Vinson	9873 N Michigan Road, Suite 135	Carmel	IN	46032	(317) 731 7249
KABS Incorporated Kevin Hildebrand	14065 Mundy Drive	Fishers	IN	46038	(317) 678 8120
ADJL Ventures, LLC Craig Valier	239 S State Road 135	Greenwood	IN	46142	(317) 300-1830
ADJL Ventures LLC Craig Valier	7045 Emblem Drive, Suite D	Indianapolis	IN	46237	(317) 883 1374
The KnockOut LLC Susan Pavelka Steven Pavelka	5645 Pebble Village Lane	Noblesville	IN	46062	(317) 219 3456
		Iowa			
HRG Inc Jeff Holland	789 Middle Road	Bettendorf	IA	52722	(563) 355 4600
HRG Inc Jeff Holland	2425 2nd Street Suite 4	Coralville	IA	52241	(319) 688 2600
		Kansas			
Ferber Fitness LLC Angela Ferber	6516 Martway	Mission	KS	66202	(913) 808 5650
Bender Fitness LLC Amy Bender, Teddy Bender	18583 W 151st St	Olathe	KS	66062	(913) 390 1174
Ferber Fitness LLC Angela Ferber	8323 West 135th Street	Overland Park	KS	66223	(913) 402 9999
Oliver Fitness LLC Lisa Oliver	13217 Shawnee Mission Parkway	Shawnee	KS	66216	(913) 730 8681
		Kentucky			
CB22 Vision Inc Matt Bowlin	2036 Harris RD	Independence	KY	41051	(859) 474 8658
CJ Fitness LLC Christy Raynor	4646 Chamberlain Ln	Louisville	KY	40241	(502) 509 1450
She s A Knockout, LLC De Ann Kelley	1512 Bardstown Road	Louisville	KY	40205	(502) 654 7155
CJ Fitness LLC Christy Raynor	13401 Shelbyville Road Suite 102	Middletown	KY	40223	(502) 410 2929
Healthy You Corporation Christopher Rowan Melanie Rowan	9217-H US Hwy 42	Prospect	KY	40059	(502) 822 2499
AthletiCo LLC	4139 Shelbyville Rd	St Matthews	KY	40207	(502) 822 3505

Mark Hegele Matt Hegele					
Louisiana					
Toughguy Inc Lee Ogburn, Jenn Ogburn	69305 Hwy 21	Covington	LA	70433	985 276 4688
Maryland					
KJANG Enterprises Inc Kenneth Jacobs, Julie Jacobs	3713 Boston Street	Baltimore	MD	21224	(443) 937 3181
JAXNFAM3 Enterprises LLC James Jackson, Angela Jackson	2299 Johns Hopkins Road, Suite B	Gambrills	MD	21054	(410) 451 5972
MARIJ Corporation Mahmood Anwar Ricky Jackson	3469 Fort Meade Road	Laurel	MD	20724	(301) 685-6000
Bass Boys, Inc Robert Bass	5700 Fisher Lane Suite B	Rockville	MD	20852	(301) 881 3841
JOC MOBS Inc Wanda Brisco	2875 Crain Highway Suite 5A	Waldorf	MD	20601	(301) 710 5376
Massachusetts					
Crusher Corp Kathryn Beaudry	157 Bedford St	Burlington	MA	01803	(781) 330 7052
KM Fletcher LLC Kelsey Fletcher	235 Great Road	Littleton	MA	01460	(978) 894 5897
SpinFitLLC Chantal Spinazzola, John Spinazzola	3 Village Square	Westminster	MA	01473	(978) 668 5543
MD Fitness Inc Mary Geary	1255 Main Street Unit 3	Weymouth	MA	02190	(339) 201 4970
Michigan					
Bond Health & Fitness LLC Michelle Bond	5700 Jackson Road Suite 3	Ann Arbor	MI	48103	(734) 769-5435
ROUNDBEAR 1 LLC Anthony Baron	1717 Haggerty Rd	Commerce Charter Township	MI	48390	(248) 671 4481
T Bear LLC Anthony Baron, Thomas Morrow	46670 W Pontiac Trail Ste 9	Commerce Township	MI	48390	(248) 859 2098
JAD Fitness, LLC James Dick Jr	19364 E 10 Mile Road	Eastpointe	MI	48021	(586) 859 5353
Healthy Ever After LLC Slava Royzenblat	29220 Orchard Lake Road	Farmington Hills	MI	48334	(248) 973 7937
Healthv Ever After LLC Slava Royzenblat	15404 Haggerty Road	Plymouth	MI	48170	(734) 420-4909
Holoman Associates Inc Derrick Holoman Linda Holoman, David Holoman, Smallwood Holoman	815 South Main St	Royal Oak	MI	48067	(248) 607 0646
Minnesota					

B&T Fitness LLC Brian Miller Tamara Miller	15050 Cedar Ave Unit # 117	Apple Valley	MN	55124	(952) 683 9697
Smalls Co Damion Smalls	10700 France Avenue South Suite 114	Bloomington	MN	55431	(952) 426 4829
5 d s Fitness LLC David deNeui Tracee deNeui	8409 W Broadway Ave	Brooklyn Park	MN	55445	(763) 200 9289
ABBELS LLC Prab Sara Nebel	1095 Diffley Rd	Eagan	MN	55123	(651) 321 3489
uFitness Inc Ryan Pederson Heather Dekan	8023 Glen Lane	Eden Prairie	MN	55344	(612) 276 6483
Schoon Enterprises LLC Melissa Schoon Jess Michael Schoon	2609 Cenex Drive	Fergus Falls	MN	56537	(218) 531 2222
PBAJ Group LLC Perry Smulders Jesse Bishop Rebecca Bishop	8026 Olson Memorial Hwy	Golden Valley	MN	55427	(763) 545 8786
3C s, Inc David deNeui, Tracee deNeui	316 Clydesdale Trail	Medina	MN	55340	(763) 478 6017
uFitness, Inc Ryan Pederson, Heather Dekan	187 Cheshire Ln N	Plymouth	MN	55441	(763) 476 5002
Abodanza Fitness, LLC Daniel Flores Norma Flores	2571 Clare Ln NE Suite 101	Rochester	MN	55906	(507) 206 3515
Grandezza Fitness LLC Daniel Flores Norma Flores	3270 19th Street NW, Suite 104	Rochester	MN	55901	(507) 258 5015
FitMN Inc Brett Furber	5749 Egan Dr	Savage	MN	55378	(952) 226 5425
Snap Fitness Inc Snap Fitness Development LLC	246 1st Street West	Waconia	MN	55387	(952) 442 3304
Missouri					
Kirkpatrick Fam LLC Clint Kirkpatrick Kimberly Kirckpatrick	1412 SW MO 7 Hwy	Blue Springs	MO	64014	(816) 224 1990
MWR Investments LLC Jason McClary	901 E Nifong Blvd	Columbia	MO	65201	(573) 445 3152
McClary Investments Columbia Jason McClary	104 S Providence Rd	Columbia	MO	65203	(573) 441 5425
Porter Health & Fitness LLC April Porter Brian Porter	12536 Olive Blvd Ste G	Creve Coeur	MO	63141	(314) 392 9305
Porter Health & Fitness LLC April Porter Brian Porter	11752 Manchester Rd Des Peres MO	Des Peres	MO	63131	(314) 394 0959

Atlantis Sands Captial Mgt Inc Neal Hutsler	5765 NE Antioch Road	Gladstone	MO	64119	(816) 455 9763
Kirkpatrick Fam LLC Clint Kirkpatrick, Kimberly Kirckpatrick	19321 E US 40 Highway Suite K	Independence	MO	64055	(816) 982-9912
9Round Kansas City LLC Chris McFarland Melissa McFarland	9758 N Ash Avenue	Kansas City	MO	64157	(816) 792 9995
JAB'M Fitness Scott Brown	8944 NW Skyview Ave	Kansas City	MO	64154	(816) 587 6999
M&M Fitness LLC Jeff Monnig Barbara McInnis	4169 North Mulberry Drive	Kansas City	MO	64116	(816) 888 9679
9Round Kansas City LLC Chris McFarland Melissa McFarland	10203 N Oak Trafficway	Kansas City	MO	64155	(816) 734 9900
Dugan Investments LLC Stephanie Dugan	6304 N Chatham Ave	Kansas City	MO	64151	(816) 505 9991
MAD Fitness LLC Jeremy Ray Davis Melanie Ann Knowles	7964 Wornall Rd	Kansas City	MO	64114	(816) 333 3500
Ferber Fitness LLC Angela Ferber	105 S Jefferson St B 1	Kearney	MO	64060	(816) 635 9800
C&MR Fitness LLC Jason Rains Kristina Rains	1125 NE Rice Rd	Lee s Summit	MO	64086	(816) 524 5795
C&MR Fitness LLC Jason Rains Kristina Rains	3731 SW Hollywood Dr	Lee's Summit	MO	64082	(816) 623-3122
A Fit Ninja LLC Stacey Alexander	13344 College Blvd	Lenexa	MO	66210	(913) 296 8342
Porter Health & Fitness LLC April Porter Brian Porter	3026 Winghaven Blvd	O Fallon	MO	63368	(636) 265-0716
Jab m Fitness Scott Brown	2407 Prairie View Road	Platte City	MO	64079	(816) 858 6335
C&MR Fitness LLC Jason Rains, Kristina Rains	824 W Foxwood Drive	Raymore	MO	64083	(816) 388 3688
9Round Kansas City, LLC Chris McFarland Melissa McFarland	14462 US 169	Smithville	MO	64089	(816) 841-4749
Atlantis Sands Captial Mgt Inc Neal Hutsler	1440 W Republic Rd Suite 128	Springfield	MO	65807	(417) 889 9763
MPT Enterprises Marlene Twehous	16 Plaza 94 St Peters MO 63376	St Peters	MO	63304	(636) 244 3219
Letsdothis LLC Sabrina Mades-Carroll Jared Carroll	2093 Washington Crossing	Washington	MO	63090	(636) 432 1979

Porter Health & Fitness LLC April Porter Brian Porter	17185 New College Avenue	Wildwood	MO	63040	(636) 422 1074
Montana					
NCC, Inc Corey Willis Nancy Metzger	2338 Grand Ave	Billings	MT	59102	(406) 969 5741
Nebraska					
Noerrlinger Investments LLC Brandon Noerrlinger Genevieve Noerrlinger	5609 S 27th St Suite A	Lincoln	NE	68512	(402) 420-5435
AKH LLC Anthony Hudson Kylee Hudson	18204 Wright Street Omaha NE 68130	Omaha	NE	68130	(402) 431 3184
AKH LLC Anthony Hudson Kylee Hudson	15514 Spaulding Plaza Suite D109	Omaha	NE	68116	(402) 506 4567
Nevada					
Numelius Enterprises Inc Michael Vidal	748 South Meadows Parkway #A 7	Reno	NV	89521	(775) 737-9877
New Hampshire					
Bodies by Design of New England, LLC Sandy Lyon	7 Colby Court #3	Bedford	NH	03110	(603) 758 6860
DJF Fitness LLC Darren Frowery	Brickyard Square 24 Calef Hwy	Epping	NH	03042	(603) 693 7100
A Bout Fitness LLC Michele Castellucci, Joseph Castellucci	449 Amherst Street Unit 7	Nashua	NH	03063	(603) 402-1630
New Jersey					
Winders Kickboxing LLC Kulwinder Singh	1400 Kings Highway N	Cherry Hill	NJ	08034	(856) 375 2711
Bellavio Fitness LLC Emil DePasquale Jessica DePasquale Mark Weiner	457 Main Street	Metuchen	NJ	08840	(732) 310 5099
Seven 12 Holding LLC Omar Khalifa	423 Larchmont Blvd	Mount Laurel	NJ	08054	(856) 722 9200
New Mexico					
9 Round Las Cruces LLC Mark Rojas	1221 El Paseo Rd	Las Cruces	NM	88001	(575) 652 1071
9Round Las Cruces LLC Mark Rojas	3291 Del Rey Blvd #9	Las Cruces	NM	88012	(575) 652 2138
New York					
Uncle Sam Enterprises LLC Jessica Kozloski Brian Kozloski	210 W Bridge Street	Catskill	NY	12414	(518) 894 5435
9Round Charlotte	8586 Transit Rd	East Amherst	NY	14051	(716) 689 0090

LLC Mark Balk Suzi Balk					
TQK LLC Michael Kelly Annie Kelly	408 Oswego St	Liverpool	NY	13088	(315) 870-9680
DMMA Holdings Limited Liability Company Darren Hollins	1150 Deer Park Avenue	North Babylon	NY	11703	(631) 940 4960
North Carolina					
JAEL Enterprises, Inc Benji Wall	774 West Williams Street	Apex	NC	27502	(919) 526 0973
SDM Holdings Scott Fowler Danny Brown Mike Brown	1987 Hendersonville Road Ste G	Asheville	NC	28803	(828) 684 6390
Banis Enterprises, LLC Rick Banis	61 N Merrimon Ave Suite 105	Asheville	NC	28804	(828) 424 7260
Superior Health LLC Nick Athan Troy Athan	280 Meeting St	Cary	NC	27518	(919) 803 5495
9Round Charlotte LLC Suzy Balk, Mark Balk	16721 Orchard Stone Run STE 120	Charlotte	NC	28277	(704) 542 9982
J9 Dilworth Inc John Dee	1412 East Blvd	Charlotte	NC	28203	(704) 498-4667
Times A Tickin LLC Wendy Melson Maria Rogers	2115 E Arbors Dr	Charlotte	NC	28262	(980) 224-8512
Mt Island Kickboxing LLC Kristan Brown Wesley Brown	3635 Mt Holly Huntersville Rd	Charlotte	NC	28216	(980) 406 3838
KPB Enterprises Kevin Barnes	7510 Pineville Matthews Road Suite 6A	Charlotte	NC	28226	(704) 543 5685
Legatron LLC Andre Hittz, Nick Desper	300 S Sharon Amity Rd	Charlotte	NC	28211	(704) 247 4105
JESSBOOK LLC James Maloney Patrick Maloney, Lynn Maloney	4841 Shopton Rd	Charlotte	NC	28278	(980) 209-9415
Fitness Ventures of Charlotte LLC Craig Voelker	5110 Park Rd	Charlotte	NC	28209	(980) 430-1479
Worley Fitness LLC Jennifer Worley Matthew (Scot) Worley	289 Paragon Pkwy	Clyde	NC	28721	(828) 246 9855
LOXNC, LLC Xavier Harrison Lindsey Harrison	3805 Concord parkway south	Concord	NC	28027	(704) 795 2716
The CINO Group LLC Quinton Teal	19930 West Catawba Ave Ste 200	Cornelius	NC	28031	(704) 997 5862

Thirty Minute Mafia, LLC John Dee Dianna Brush	7585 Hwy 73	Denver	NC	28037	(704) 252 4156
R5 Fitness Systems LLC Craig Thompson Gina Gerard	3010 Traemoor Village Dr Suite 160	Fayetteville	NC	28306	(910) 423 0055
9Round Gastonia Inc Mike Spitzer Julie Spitzer	2609 S New Hope Rd	Gastonia	NC	28056	(704) 691 7876
In Motion Group LLC Nicholas Petruzzi	2002 New Garden Road	Greensboro	NC	27410	(336) 763 5853
Fourth Quarter Fitness LLC Tyler Biggins	7288 Caldwell Road	Harrisburg	NC	28075	(704) 455 7535
9Round WNC Scott Fowler Danny Brown Mike Brown	825 Spartanburg Hwy Unit 14	Hendersonville	NC	28792	(828) 698 5566
Get Fit For Life LLC Dan Williams Catherine Williams	7276 GB Alford Hwy	Holly Springs	NC	27540	(919) 285 0926
The CINO Group LLC Quinton Teal	14219 Reese Blvd West Suite C2	Huntersville	NC	28078	(704) 992 9541
Times A Tickin LLC Wendy Melson Maria Rogers	6443-B Old Monroe Rd	Indian Trail	NC	28079	(980) 265 1574
9Round Matthews NC LLC Katherine Allender	929 Park Center Drive Ste 102	Matthews	NC	28105	(704) 321 0999
Madd Fitness, LLC Nancy Jones	6816 Matthews Mint Hill Road Suite 103	Mint Hill	NC	28227	(980) 498 2203
The CINO Group LLC Quinton Teal	279 Williamson Rd Ste B	Mooresville	NC	28117	(704) 664 4419
Shafeei Inc Jon Shafeei	1131 Falls River Ave Unit #102	Raleigh	NC	27614	(919) 769 1002
Team Tillies, LLC Richard Tillies II	8111 Rowlock Way #105	Raleigh	NC	27613	(919) 446 5435
Team Trilogy Inc Richard Tillies II	1230-5 East Dixon Boulevard	Shelby	NC	28152	(980) 404-1161
Friday Afternoon LLC Dianna Brush	3466 East Broad Street	Statesville	NC	28625	(704) 872 3987
TW Industries LLC Matthew Wagner	3901 Providence Rd Suite F	Waxhaw	NC	28173	(704) 843 5435
North Dakota					
9Round Fargo Matthew Engelstad	2553 Kirsten Lane S #204	Fargo	ND	58104	(701) 478 5435
Ohio					
Forconi Diversified, Inc Louis Forconi	2100 Center Road	Avon	OH	44011	(440) 937 0360
Chakel Investments, LLC	9733 Kenwood Road	Blue Ash	OH	45242	(513) 891 3700

Kellie Colyer Charlie Colyer					
Imagine Entertainment LLC Steve Madden, Christine Madden	55 Ghent Rd	Fairlawn	OH	44333	(234) 678 5457
Parsley Brothers Fitness LLC Solomon Parsley Rachelle Parsley	3391 McDowell Rd	Grove City	OH	43123	(614) 305 7213
Parsley Brothers Fitness, LLC Solomon Parsley	2606 Hilliard Rome Rd	Hilliard	OH	43026	(614) 541 2475
Blue Fitness, Inc Ankasenka Walker Matthew Chmielewski	8927 S Old State Road	Lewis Center	OH	43035	(614) 781 2146
Get Some, Inc Steve Richie	1506 S Reynolds Rd	Maumee	OH	43537	(419) 794 0042
Ariete, LLC Anthony Joseph Perna	126 W South Boundary	Perrysburg	OH	43551	(419) 873 7377
ALK Fitness LLC Gary Kuhr	9711 G Sawmill Parkway	Powell	OH	43065	(614) 659 7735
BTC Enterprises James and Samantha Stroker	153 South Main Street	Washington Court House	OH	43160	(740) 620 4189
Phillabaum Enterprises Inc Cheryl Phillabaum Jason Phillabaum	7132 Cincinnati Dayton Rd Unit #800	West Chester	OH	45069	(513) 847 4620
ALK Fitness, LLC Gary Kuhr	6071 Chandler Court	Westerville	OH	43082	(614) 392 2788
Oklahoma					
Knockout Fitness, LLC Anthony Garrett, Keith Madewell Kim Bellmyer	4654 W Houston St	Broken Arrow	OK	74012	(918) 986-3797
Brickhouse Fitness, LLC Tonya Fondren	1010 N Santa Fe	Edmond	OK	73003	(405) 562 1836
Brickhouse Fitness LLC Tonya Fondren	6909 W Hefner Ste B-6	Oklahoma City	OK	73162	(405) 470 1946
Oregon					
J I Fitness, LLC Jeff Ioan-Sanders Ingrid Ioan-Sanders	4105 SW 117th Ave Suite D	Beaverton	OR	97005	(503) 372 5166
Apex Fitness & Health Inc Mark Erickson	1404 NE 3rd St Ste 1	Bend	OR	97701	(541) 797-7959
Core Strong Inc Steve Terreault	21 South State Street	Lake Oswego	OR	97034	(503) 387 5798
9Round - Clackamas Donald Hollis Dena Keeler	19502 Molalla Avenue Suite 115	Oregon City	OR	97045	(503) 387 5248

Core-Strong, Inc Steve Terreault	906 NW 14th Avenue	Portland	OR	97209	(503) 477 8525
Persevere PDX Donald Hollis Dena Keeler	16621 Champion Way #200	Sandy	OR	97055	(503) 826-9464
Kat Fitness LLC Kathryn McGinnis	1839 Pioneer Pkwy East	Springfield	OR	97477	(541) 736 9999
Pennsylvania					
Kickboxing Bethlehem LLC Israel Ortiz	3650 Nazareth Pike Rt 191	Bethlehem	PA	18020	(610) 694-8107
9Round PGH Inc Amy Mitchell Roberta Mitchell Randy Mitchell	20411 Rt 19, Unit 8 LaSalle Plaza	Cranberry Twp	PA	16066	(724) 591 5400
JNM Holdings LLC John Martino Natalie Martino	33 W Ridge Pike Ste 309	Limerick	PA	19468	(484) 974 2266
SM&K Holdings Corp Andrew Chung Michelle Chung	3339 Washington Road	McMurray	PA	15317	(724) 260 5693
Phoenixville Fitness LLC John Martino	785 Starr St-Suite 112	Phoenixville	PA	19460	(484) 974 2266
South Carolina					
9Round Anderson LLC Katie Owens	1815 E Greenville	Anderson	SC	29621	(864) 226 1633
AJ's Fitness Co LLC James Percy Thomas	4118-A Clemson Blvd	Anderson	SC	29621	(864) 401-8047
BKO Kickboxing LLC Brian Burke Eric Burke Barry Burke	2242 Boiling Springs Rd	Boiling Springs	SC	29316	(864) 599 8989
Holy Ciy Kickboxing LLC Brandon Hargrove Ashley Hargrove	1890 Sam Rittenberg Blvd	Charleston	SC	29407	(843) 566 2099
9Round Clemson, LLC Andrea Burdette	101 McCollum St	Clemson	SC	29631	(864) 653 9910
Fat Nut LLC Mills Stover Rod Chapman	285 Columbiana Dr	Columbia	SC	29212	(803) 708 9384
9Round Georgia, LLC Mills Stover Rod Chapman Julie Carithers	111 Sparkleberry Crossing Road Ste 2	Columbia	SC	29229	(803) 764 4064
Super Fit LLC Kash Akhtar Aliyah Ahktar	4611 Hard Scrabble Rd Ste 103	Columbia	SC	29229	(803) 728 0056
Rispress16 LLC David Rispress, Ginida Rispress	5424 Forest Drive Suite 120	Columbia	SC	29206	(803) 497 3647
RKAY Holdings	650 Lincoln Street	Columbia	SC	29201	(803) 521 0034

LLC Richard Kay, Robert Kay					
Live Fit LLC Chandler Backman	601 Williams Ave Ste C	Easley	SC	29640	(864) 810 3418
Florence Fitness Inc Chad Strawn Jill Strawn	2151 W Evans St, Suite F	Florence	SC	29501	(843) 799 1497
J2S Holdings LLC Jordon Simmons	833 Stockbridge Drive	Fort Mill	SC	29708	(980) 272 1704
Whelchel-Wood Enterprises, Inc Joleen Whelchel Tamara Wood	1429 West Floyd Baker Blvd	Gaffney	SC	29341	(864) 489 7774
Harvick Fitness, LLC John Harvic, Kari Harvick	604 St James Avenue Suite I	Goose Creek	SC	29445	(843) 212 5838
Money LLC Mills Stover	3014 Augusta St Ste B	Greenville	SC	29605	(864) 528 5155
Fat Nut LLC Mills Stover, Rod Chapman	3712 Pelham Rd	Greenville	SC	29615	(864) 213 9862
Ownby Investments Inc John Owenby	201 West Wade Hampton Blvd	Greer	SC	29650	(864) 879-2461
RR Cooley Fitness LLC Jennifer Cooley	8445 Charlotte Highway | Doby s Bridge Commons	Indian Land	SC	29707	(803) 552 9608
Dynamite Fitness, LLC Allen Dixon	13041 Asheville Hwy Unit B	Inman	SC	29349	(864) 708 3091
9Round Gastonia, Inc Mike Spitzer, Julie Spitzer	221 Latitude Lane	Lake Wylie	SC	29710	(803) 619 4533
Super Fit LLC Kash Akhtar Aliyah Ahktar	5343 J Sunset Blvd	Lexington	SC	29072	(803) 399 1468
Jamie Kickboxing LLC Scott James	569 Belle Station Blvd	Mt Pleasant	SC	29464	(843) 725-8899
Jamie Kickboxing, LLC Scott James	3377 South Morgan s Point Rd #409	Mt Pleasant	SC	29466	(843) 972 3229
GoFit LLC Anthony Hopson Tracy Moss	11899 Hwy 707	Murrells Inlet	SC	29576	(843) 970 1980
RNBM Inc Rodger Mabey Brandie Stump	201 D Fresh Drive	Myrtle Beach	SC	29579	(843) 796 3147
Pickens Kickin, LLC Daniel Jensen Kimberly Jensen	113 W Main St	Pickens	SC	29671	(864) 507-3142
Have A Go Fitness Inc John Briscoe	Unit 6 Halter Drive	Piedmont	SC	29673	(864) 252 4783
MH 9 Rock Hill, LLC	625 Crown Pointe Lane	Rock Hill	SC	29730	(803) 792 0319

Matt Hall Morgan Kirk					
BKO Kickboxing, LLC Brian Burke Eric Burke Barry Burke	3283 Reidville Rd	Spartanburg	SC	29301	(864) 308 8330
Dynamite Fitness LLC Allen Dixon	2225 East Main Street suite I	Spartanburg	SC	29307	(864) 308 8999
Knockout Fitness Reba Cole William Cole	109 Grandview Dr	Summerville	SC	29483	(843) 291 9464
South Dakota					
Kickbox Dakota LLC Jim Lather Kayla Willis, Corey Willis Don Koster	1216 E 57th St	Sioux Falls	SD	57108	(605) 274 9977
Kickbox Dakota LLC Jim Lather Kayla Willis, Corey Willis, Don Koster	8604 W 26th St	Sioux Falls	SD	57106	(605) 275 8855
Tennessee					
9 Round Chattanooga Phil Grubb	7550 East Brainerd Rd	Chattanooga	TN	37421	(423) 475 6805
Chatt Town LLC Dwight Witherow Lisa Witherow	541 Signal Mountain Rd	Chattanooga	TN	37405	(423) 803 9999
LJ Fitness Inc Lizabeth Joy	566 Sgt Paul Huff Parkway	Cleveland	TN	37312	(423) 473 3355
WTN 9Round Corp John Evans, Susan Evans	750 N Germantown Parkway Suite 104	Cordova	TN	38018	(901) 756 8896
Will Fit LLC Craig Jones Angela Jones	330 Mayfield Dr Suite A-14	Franklin	TN	37067	(615) 815 6961
JA Rice, LLC Josh Rice Abbie Rice	1050 Glenbrook Way Suite #310	Hendersonville	TN	37075	(615) 800 9088
Xavier Fitness LLC Phil Grubb	5450 Hwy 153	Hixson	TN	37343	(423) 803 0300
Ferrell Fitness LLC Lindsey Ferrell Thomas Ferrell David Greenway	3061 Highway 45 Bypass Suite A	Jackson	TN	38305	(731) 424 5200
Carcam Enterprises LLC Jerome Szenfeld Sandra Szenfeld	10612 Hardin Valley Rd	Knoxville	TN	37932	(865) 690 0534
9Round Hits LLC Ashley Gates	2658 New Salem Hwy Unit A9	Murfreesboro	TN	37128	(615) 956 7618
9Round Hits LLC Ashley Gates	2109 Abbott Martin Road Suite 4	Nashville	TN	37215	(615) 610 2655
9Round Fit LLC Lisa Dukes Daniel Robinson	5035 Ooltewah Ringgold Road Suite 110	Ooltewah	TN	37363	(423) 615 0183

Texas					
JBL Venture, LLC John Lee Shannon Whiting	10900 Research Blvd Suite 150	Austin	TX	78759	(512) 372 1030
Beyond Driven Inc Onome Ufomata, Angie Ufomata	4631 Airport Blvd #119	Austin	TX	78751	(512) 792 4224
Scherer Force LLC Crystal Scherer, James Scherer	401 Cypress Creek Rd #400	Cedar Park	TX	78613	(512) 506 9339
Jiggy Jae Enterprise LLC Vincent Rosas Jr	2216 Texas Avenue South	College Station	TX	77840	(979) 696-2150
Mountain Star Ventures LLC Martha Arana	1513 N Zaragoza Rd Suite B	El Paso	TX	79936	(915) 849 8006
VTD Docs Inc James Williams, Christy Williams	1901 Long Prairie Rd	Flower Mound	TX	75022	(972) 355-5425
Arkansas Huskie LLC Steven Bardwell Sky Morris	3049 Greene Ave	Fort Worth	TX	76109	(817) 921 0502
Tykaiway LLC Matthew Crofut Pegg Crofut	5411 Basswood Blvd Suite 221	Fort Worth	TX	76137	(817) 849-9348
Kick30Fit, LLC Richard Rose Heather Rose	8811 Teel Pkwy Ste # 120	Frisco	TX	75034	(972) 294 5098
9Round Granbury Scott Morris	301 East Highway 377 Suite 120	Granbury	TX	76049	(817) 578 2399
Surround Enterprises Inc Joshua Gonzalez, Katrina Gonzalez	11851 Bandera Rd Suite 108	Helotes	TX	78023	(210) 699 4488
Jab-n kick LLC Walter Adams Angela Dison, Meagan Adams	2150 Justin Rd	Highland Village	TX	75077	(972) 317 3333
SugarBam! LLC Sam Nguyen	2027 South Shepherd Drive	Houston	TX	77019	(832) 566 8004
MC Boxing Enterprises LLC Melissa Saldivar	6134 Westheimer Rd Suite B1	Houston	TX	77057	(832) 341 0377
Xstrom Enterprises LLC Pete Ekstrom	1249 N Loop W	Houston	TX	77008	(281) 888 3790
JDSR LLC Robyn Scardino	10220 Louetta Rd #600	Houston	TX	77070	(713) 510 1300
SportFit Corporation Rick Bizzell Lori Bizzell	725 Airport Freeway Suite H	Hurst	TX	76053	(817) 282 0807
TVS FITNESS LLC Artie Toevs Jane Toevs	1806 Avenue D Suite 108	Katy	TX	77493	(281) 371 0080
TVS FITNESS, LLC Artie Toevs Jane Toevs	6420 FM 1463 Road Suite 500	Katy	TX	77494	(281) 394 9719

JY Riddle Inc James Riddle Yvonne Riddle	900 S Main Suite 340	Keller	TX	76248	(817) 929 8913
Double M Fit Inc Noe Meza	5113 North 10th Street Suite B	McAllen	TX	78504	(956) 800 4411
Pitones Investments LLC Jose Pitones	2310 E Expressway 83 Suite 6	Mission	TX	78572	(956) 606 4630
Cheryl T Fitness Enterprises, LLC Cheryl Torres	3600 Billy Hext Rd Suite 101	Odessa	TX	79765	(432) 552 8588
P&G Kickboxing, LLC Gregory Bone, Paige Bone	15718 South Fwy Ste 150	Pearland	TX	77584	(832) 328 7800
Krusemark Enterprises LLC Steve Krusemark Zoila Krusemark	3020 Legacy Drive Suite 110	Plano	TX	75023	(972) 618 7089
Jordan Scott LLC Jordan Scott	5017 W Plano Pkwy	Plano	TX	75093	(214) 377-9280
GOT3F LLC Joshua Ruelas Priscila Ruelas	825 Plantation Dr Ste 130	Richmond	TX	77406	(832) 240 1444
Scherer Force LLC Crystal Scherer, James Scherer	1400 E Old Settlers Blvd, Suite 301	Round Rock	TX	78665	(512) 943 8057
9Round of San Antonio, LLC Cesar Montiel	9822 Potranco Rd Ste 103	San Antonio	TX	78251	(210) 374 9769
Omstead Enterprise LLC Sarah Omstead	Stone Canyon Crossing 20210 Stone Oak Pkwy Suite #103	San Antonio	TX	78258	(210) 585 4461
Peery Enterprises, Inc Brad Peery, Lori Peery	14439 NW Military Hwy	San Antonio	TX	78230	(210) 790 4688
MEANS Inc Kelvin Allen	17310 W Grand Pkwy	Sugar Land	TX	77479	(832) 363 1574
CMS Fitness Inc Misti Shay Carrell Stormy Dawn Carnley	5017 West Park Blvd	Texarkana	TX	75503	(903) 306 0128
Kickbox Fitness LLC Kelly Wiltshire, Cheramiee Wiltshire	3759 Farm to Market Rd 1488 #475	The Woodlands	TX	77384	(936) 224 5937
GPC Fitness LLC Claudia Ozuna	24914 Kuykendahl Rd suite D	The Woodlands	TX	77375	(281) 303 5707
Kickbox Fitness LLC Kelly Wiltshire Cheramie Wiltshire	2260 Buckthorne Pl, #179	The Woodlands	TX	77380	(281) 719 0591
GPC Fitness LLC Claudia Ozuna	4775 W Panther Creek Dr	The Woodlands	TX	77381	(281) 651 2746
RH Athletics Rodricus Harvey	912 Coronado blvd located in Coronado Square	Universal City	TX	78148	(210) 399 9197

Virginia

Thunder & Lightning LLC Rob Graveline Todd Wilson	2250 Clarendon Blvd Suite L	Arlington	VA	22201	(703) 276 9763
Thunder & Lightning LLC Rob Graveline Todd Wilson	927 N Quincy Street	Arlington	VA	22203	(703) 276 9763
Thunder & Lightning LLC Rob Graveline Todd Wilson	2501 9th Road South Suite #65	Arlington	VA	22204	(703) 276 9763
Kosha Sports LLC Shital Shah	22621 Amendola Terrace Suite #185	Ashburn	VA	20148	(703) 832 8044
Venator Global LLC Ross Flores Sherie Flores	1770 Timberwood Blvd , Ste 105	Charlottesville	VA	22911	(434) 974 9000
Venator Global LLC Ross Flores Sherie Flores	1956 Abbey Rd / Pantops Giant Shopping Center	Charlottesville	VA	22911	(434) 295 9000
9Round Hampton Roads LLC Jenna Brown Jeff Brown	1320 Kempsville Rd	Chesapeake	VA	23320	(757) 410 8653
CBM Fitness LLC Corry McGriff	717 S Battlefield Blvd Suite 12	Chesapeake	VA	23322	(757) 819 6678
Thunder & Lightning LLC Rob Graveline, Todd Wilson	6649 Arlington Blvd	Falls Church	VA	22042	(703) 276 9763
ProFit Resultz Diane Burnett	4321 E Claiborne Square	Hampton	VA	23666	(757) 825 1504
Coe Enterprises LLC Jude Coe Heather Coe	3442 Lauderdale Dr	Henrico	VA	23233	(804) 447-6884
Uppercut Fitness Lenora Fuqua	2243 C Old Bridge Rd	Lake Ridge	VA	22192	(703) 491 3000
9Round Richmond Fitness LLC Phil Evans	13965 Raised Antler Circle Midlothian VA 23112	Midlothian	VA	23112	(804) 404-2448
Sunday Spanish, Inc Augusto Domingo	3330 South Crater Road	Petersburg	VA	23805	(804) 541 7678
Relake Inc Mamode Ufomata	6410 Brandon Avenue	Springfield	VA	22150	(703) 923 0900
Evolve Fitness LLC Joshuah Ackiss	373 Garrisonville Rd Suite 101	Stafford	VA	22554	(540) 300 2234
9Round Hampton Roads LLC Jenna Brown Jeff Brown	2301 Urchin Rd	Virginia Beach	VA	23451	(757) 321 2933
9Round Hampton Roads LLC Jenna Brown Jeff Brown	2131 General Booth Blvd, unit 124	Virginia Beach	VA	23454	(757) 689 4734
Alyson Wood and Karie Weeks	400 Tiffany Drive	Waynesboro	VA	22980	(540) 221 4609
TCH Athletics LLC Todd Heron Colleen Handle	5556 Staples Mill Plaza	Woodbridge	VA	22193	(703) 910 3315

Washington					
Olson Fitness LLC Tim Olson	4793 Point Fosdick Dr NW Suite 100	Gig Harbor	WA	98335	(253) 514 6670
Mourar Power Fitness Patrick Mourar Tracy Mourar	13220 E Sprague Ave	Spokane Valley	WA	99216	(509) 241 3736
Apex Fitness & Health Inc Mark Erickson	2714 NE 114th Ave Ste 2	Vancouver	WA	98684	(360) 448 7473
Wisconsin					
Hulk Smash LLC Breanna McKenny	340 N Westhill Blvd	Appleton	WI	54914	(920) 540 8090
9Round Brookfield LLC Andrew Stauffacher	18895 W Bluemound Rd #4	Brookfield	WI	53045	(262) 797-9541
Hollenbeck Enterprises LLC Chad Hollenbeck	2217A Fairfax Steet	Eau Claire	WI	54701	(715) 225 3032
JLR Enterprises LLC Laura Pfeiffer	7720 S Lovers Lane Rd Suite 200	Franklin	WI	53132	(414) 377 9770
Szohr Fitness Brian Szohr	N112W16510 Mequon Road	Germantown	WI	53022	(262) 253-1381
Kickbox Fitness Grafton LLC Jeffrey Thomson Sarah Thomson	1359 Port Washington Road	Grafton	WI	53024	(262) 385 4985
Gleason Acquisitions, LLC Douglas Gleason	6636 Mineral Point Rd	Madison	WI	53717	(608) 831-0108
9Round Madison East LLC Paul Ryan	4522 E Washington Ave , Suite 5	Madison	WI	53704	(608) 310 5220
ChavezEdge Falls LLC Phil Chavez	N56W15454 Silver Spring Dr in the Pilgrim Spring Marketplace	Menomonee Falls	WI	53051	(262) 293 6397
Luna Enterprises Inc Delia Luna	161 W Wisconsin Ave	Milwaukee	WI	53203	(414) 435 9588
JLR Enterprises LLC Laura Pfeiffer	15157 W National Ave	New Berlin	WI	53151	(262) 439-8102
Cain Fitness 2 LLC Petrina Cain, Gerald Cain	8907 S Howell Ave Unit 1000	Oak Creek	WI	53154	(414) 764 6680
JS Fitness Inc John Stocks	1280 Brown St Unit F	Oconomowoc	WI	53066	(262) 244 0631
Cain Fitness Petrina Cain, Gerald Cain	6100 Washington Ave Suite E2	Racine	WI	53406	(262) 484 9910
Gleason Acquisition Group LLC Douglas Gleason	2014 W Silvernail Rd Waukesha WI	Waukesha	WI	53072	(262) 574 6909
9Round Whitefish Bay LLC Jeffrey Thomson, Sarah Thomson	318 E Silver Spring Dr	Whitefish Bay	WI	53217	(414) 967 8778

Franchisees with Signed Franchise Agreement, but Outlet not Open as of December 31, 2016

Alabama					
RJS Holdings, LLC Rajvinder Singh, Scott Shepherd Jeremy Bryant	TBD	Auburn	AL	TBD	R Singh@9Round c om
RJS Holdings LLC Rajvinder Singh, Scott Shepherd Jeremy Bryant	TBD	Birmingham	AL	TBD	R Singh@9Round c om
Meat Heads LLC Jason Howard Zach Mitchell	TBD	Decatur	AL	TBD	Jason Howard@9ro und com
Meat Heads LLC Jason Howard Zach Mitchell	TBD	Huntsville	AL	TBD	Jason Howard@9ro und com
Kicking Bump, LLC Stephen Bump	TBD	Huntsville	AL	TBD	bump@9round com
RJS Holdings, LLC Rajvinder Singh, Scott Shepherd Jeremy Bryant	TBD	Mobile	AL	TBD	R Singh@9Round c om
Arizona					
Anderson Fitness Inc Robin Anderson, Mikel Anderson	TBD	Chandler	AZ	TBD	Mikel Anderson@9 round com
Anderson Fitness Inc Robin Anderson Mikel Anderson	TBD	Chandler	AZ	TBD	Mikel Anderson@9 round com
M-D Investor East Lansing, L L C Jason McClary	TBD	Tempe	AZ	TBD	9RoundCoMo@9ro und com
M-D Investor - East Lansing L L C Jason McClary	TBD	Tempe	AZ	TBD	9RoundCoMo@9ro und com
Arkansas					
River Valley 9Round, LLC Ross Ridenour, Candace Ridenour	TBD	Ft Smith	AR	TBD	Ridenour@9round c om
Drew Fit, LLC Drew Davitt, Sabrina Davitt, Jay Davitt Diana Davitt	TBD	Rogers	AR	TBD	drew davitt@9roun d com
Drew Fit, LLC Drew Davitt, Sabrina Davitt, Jay Davitt, Diana Davitt	TBD	Springdale	AR	TBD	drew davitt@9roun d com
California					
Lilia Tahmasian, John Vertrees	TBD	Citrus Heights	CA	TBD	John Lilia@9round com
Maudi Group, Inc Mauricio Acevedo	TBD	Culver City	CA	TBD	Mauricio Acevedo @9round com
Edward Letro Irene Letro	TBD	Davis	CA	TBD	lwfitness@9round c om
Tim Cahill	TBD	Elk Grove	CA	TBD	Tim Cahill@9round com

Dejayh Inc Daniel Hawkins	TBD	Hawthorne	CA	TBD	Daniel hawkins@9round com
Sam & Cheryl Phen	TBD	Irvine	CA	TBD	phen@9round com
True Power Enterprises Holly Tabrizi	TBD	Irvine	CA	TBD	holly@9round com
Jason Wong	TBD	Livermore	CA	TBD	jason wong@9round com
Clarissa Singson	TBD	Long Beach	CA	TBD	Clarissa Singson@9round com
Chris Borgia	TBD	Marina Del Rey	CA	TBD	chris borgia@9round com
Silverstar Driven, LLC Silvia Salgado	TBD	Orange	CA	TBD	Silvia Salgado@9round com
Chum Sut Enterprises Micala Grainger, Philip Grainger	TBD	Petaluma	CA	TBD	Phillip Grainger@9round com
Mypesa Fit Corporation Myriam Melero Jose Paniagua, and Samuel Cisneros	TBD	San Diego	CA	TBD	Myriam Melero@9round com
Jessica Silbaugh	TBD	San Diego	CA	TBD	Jessica Silbaugh@9round com
CLN Health and Fitness LLC Carrie Jennings	TBD	San Jose	CA	TBD	Carrie Neal@9round com
Immersion Driven, Inc Patrick Santos, Virginia Santos	TBD	Temecula	CA	TBD	Patrick Santos@9round com
Cohen SW LLC Serge Cohen Wendy Cohen	TBD	Temecula	CA	TBD	sergepc@msn com
Bryan Whitten	TBD	Westlake Village	CA	TBD	Bryan Whitten@9round com
Colorado					
McReaCrea, LLC Anne Lee Haizlip McRea	TBD	Denver	CO	TBD	anne lee@9round com
J&M Fam Enterprises Jacob Scott Marijune Scott	TBD	Fort Collins	CO	TBD	jake scott@9round com
Todd Jones and Melanie Jones	TBD	Littleton	CO	TBD	Melanie Jones@9round com
K L Baron Enterprises, LLC Kaye Baron	TBD	Monument	CO	TBD	kaye baron@9round com
Delaware					
GT Ripped Fitness 2, LLC Gina Cerasari Tim Raynor, Donna Heavens, Christina Heavens	TBD	Middletown	DE	TBD	Gina Cerasari@9round com
GT Ripped Fitness 2, LLC Gina Cerasari, Tim Raynor, Donna Heavens Christina Heavens	TBD	Wilmington	DE	TBD	Gina Cerasari@9round com
District of Columbia					
MARIJ Corporation Mahmood Anwar Ricky Jackson	TBD	Washington DC	DC	TBD	mahmood_2099@hotmail com
Florida					

Higher Power Fitness Darceline Bassette	TBD	Brandenton	FL	TBD	Darceline Bessette @9round com
I&N Enterprises, Inc Ira Neasman, Lynne Neasman	TBD	Cooper City	FL	TBD	neasman@9round com
Migmar Group, LLC Alejandro Ramos	TBD	Doral	FL	TBD	alejandro ramos@9round com
McClary Investments Gainesville, LLC Jason McClary	TBD	Gainesville	FL	TBD	9roundcomo@9round com
MJPA LLC Talf Gates	TBD	Jacksonville	FL	TBD	talf gates@9round com
Sherman Florence, Zach Powell Rosauro Espinosa	TBD	Lake Nona	FL	TBD	Sherman Florence @9Round com
K&K Group LLC Kim Jochim, Kara Ince	TBD	Largo	FL	TBD	kim jochim@9round com
Fontana Fitness 2, LLC Paula Rivas Leonardo Fontana	TBD	Miami	FL	TBD	Paula rivas@9round com
Tamara Serrano, Maria Serrano	TBD	Miami Beach	FL	TBD	tamara serrano@9round com
Wakefit LLC David Hair	TBD	Orlando	FL	TBD	david hair@9round com
Wakefit, LLC David Hair, Austin Hair	TBD	Orlando	FL	TBD	david hair@9round com
JJM Wellness Bill Hentschel Tracie Hentschel	TBD	Orlando	FL	TBD	bill hentschel@9round com
Damien Signori	TBD	Orlando	FL	TBD	Damien Signori@9round com
M-D Investor East Lansing L L C McClary, McClary Investments - East Lansing LLC / JM Generic Associates - East Lansing, LLC	TBD	Orlando	FL	TBD	9roundcomo@9round com
K&K Group LLC Kim Jochim Kara Ince	TBD	Palm Harbor	FL	TBD	kim jochim@9round com
Camerons Fitness LLC Olga Cameron, Donald Cameron	TBD	Pembroke Pines	FL	TBD	Donald Cameron@ 9round com
GET FIT TODAY, LLC Maria Niederhofer	TBD	Port St Lucie	FL	TBD	MariaN@9round com
Ashly Koike	TBD	St Augustine	FL	TBD	Ashly Koike@9round com
I&N Enterprises, Inc Ira Neasman Lynne Neasman	TBD	Weston	FL	TBD	neasman@9round com
BERNK Enterprise Corporation Brett Lasser	TBD	Winter Garden	FL	TBD	Brett Lassei@9round com
Georgia					
Adventure Step 1 LLC Justin Barnes Nicole Barnes	TBD	Duluth	GA	TBD	Justin Barnes@9round com
Goodland Fitness, LLC Jasmine Elbek Vaughn Elbek	TBD	Goleta	GA	TBD	Elbek@9round com
James Howell, Erica Howell	TBD	Lawrenceville	GA	TBD	James Howell@9round com

Illinois					
M D Investor - East Lansing, L L C McClary, McClary Investments - East Lansing LLC / JM Generic Associates - East Lansing LLC	TBD	Champaign	IL	TBD	9roundcomo@9round com
MCPHYS LLC Becky Nickish - Venuti	TBD	Edwardsville	IL	TBD	Becky Venuti@9round com
North Shore 9Round LLC Kyle Kurz, Abby Kurz, Linda Mayer Tom Mayer	TBD	Evanston	IL	TBD	Northbrook@9Round com
MCPHYS LLC Becky Nickish Venuti	TBD	Fairview Heights	IL	TBD	Becky Venuti@9round com
Lake County Get Fit Inc Keith Surroz	TBD	Mundelein	IL	TBD	keith surroz@9round com
MCPHYS LLC Becky Nickish - Venuti	TBD	O"Fallon	IL	TBD	Becky Venuti@9round com
Indiana					
ADJL Ventures, LLC Craig Valier	TBD	Avon	IN	TBD	craig valier@9round com
AzFit LLC Angela Bodenhafer, Scott Bodenhafer	TBD	Fort Wayne	IN	TBD	Bodenhafer@9round com
AzFit LLC Angela Bodenhafer, Scott Bodenhafer	TBD	Fort Wayne	IN	TBD	Bodenhafer@9round com
AzFit LLC Angela Bodenhafer Scott Bodenhafer	TBD	Fort Wayne	IN	TBD	Bodenhafer@9round com
M D Investor - East Lansing L L C McClary, McClary Investments - East Lansing, LLC / JM Generic Associates - East Lansing LLC	TBD	Indianapolis	IN	TBD	9roundcomo@9round com
Iowa					
Lisa Syfert	TBD	Des Moines	IA	TBD	Lisa Syfert@9round com
Lisa Syfert	TBD	Urbandale	IA	TBD	Lisa Syfert@9round com
Kansas					
MAD Fitness LLC Melanie Knowles and Jeremy Davis	TBD	Lawrence	KS	TBD	mjdavis@9round com
Ferber Fitness, LLC Angela Ferber	TBD	Nolensville	KS	TBD	Angela ferber@9round com
Persistence LLC Jeff Jenkins	TBD	Overland Park	KS	TBD	jeff jenkins@9Round com
Kentucky					
Healthy You Corporation Christopher & Melanie Rowan	TBD	Jefferson	KY	TBD	Mel Rowan@9round com
She's A Knockout LLC De Ann Kelley	TBD	Louisville	KY	TBD	DeDe Kelley@9round com
Louisiana					

Southern Kickboxing, LLC Matthew Kennedy Tara Kennedy	TBD	Lafayette	LA	TBD	Matthew Kennedy @9round com
Maryland					
KJANG Enterprises Inc Kenneth Jacobs, Julie Jacobs	TBD	Perry Hall	MD	TBD	kenneth jacobs@9round com
MARIJ Corporation Mahmood Anwar, Ricky Jackson	TBD	Silver Spring	MD	TBD	mahmood_2099@hotmail com
KJANG Enterprises Inc Kenneth Jacobs Julie Jacobs	TBD	Towson	MD	TBD	kenneth jacobs@9round com
Massachusetts					
TuffNutz Fitness LLC Jesse Thomas, Jessica Thomas	TBD	Millbury	MA	TBD	Jess Thomas@9round com
PunchItOut Fitness LLC Sheri Barrette	TBD	Worcester	MA	TBD	Sheri Barrette@9round com
Michigan					
EJL Fitness LLC Guy Shaham	TBD	Bloomfield Hills	MI	TBD	Guy Shaham@9round com
MaxFit Inc Summer Mydlo, Jason Mydlo	TBD	Charter Township of Clinton	MI	TBD	Mydlo@9round com
M-D Investor East Lansing L L C McClary, McClary Investments East Lansing LLC / JM Generic Associates - East Lansing, LLC	TBD	East Lansing	MI	TBD	9roundcomo@9round com
Healthy Ever After Inc Vyacheslav Royzenblat	TBD	Novi	MI	TBD	slava@9round com
Bond Health & Fitness LLC Michelle Bond	TBD	Saline	MI	TBD	michelle bond@9round com
Minnesota					
ABBELS, LLC Prab Sara Nebel	TBD	Apple Valley	MN	TBD	Prab@9round com
FitMN Inc Brett Furber	TBD	Chanhassen	MN	TBD	Brett Furber@9round com
Cavin Enterprises Corporation Liam Cavin	TBD	Coon Rapids	MN	TBD	liam cavin@9round com
uFitness, Inc Ryan Pederson and Heather Dekan	TBD	Hopkins	MN	TBD	ufitness@9round com
ABBELS LLC Prab Sara Nebel	TBD	Lakeville	MN	TBD	Prab@9round com
3C's, Inc David deNeui Tracee deNeui	TBD	Maple Grove	MN	TBD	david@9round com
uFitness, Inc Ryan Pederson and Heather Dekan	TBD	Minneapolis	MN	TBD	ufitness@9round com
uFitness, Inc Ryan Pederson Heather Dekan	TBD	Minneapolis	MN	TBD	uFitness@9round com
uFitness, Inc	TBD	Minnetonka	MN	TBD	ufitness@9round com

Ryan Pederson and Heather Dekan					
Cavin Enterprises Corporation Liam Cavin	TBD	Richfield	MN	TBD	liam cavin@9round com
Cavin Enterprises Corporation Liam Cavin	TBD	St Paul	MN	TBD	liam cavin@9round com
Missouri					
Atlantis Sands Captial Mgt Inc Neal Hutsler	TBD	Springfield	MO	TBD	neal hutsler@9round com
M-D Investor - East Lansing, L L C McClary McClary Investments - East Lansing, LLC / JM Generic Associates East Lansing LLC	TBD	University City	MO	TBD	9roundcomo@9round com
Nebraska					
Lisa Syfert, Whitney Nichols	TBD	Lincoln	NE	TBD	Lisa Syfert@9round com
New Hampshire					
Bodies by Design of New England LLC Sandy Lyon, Patrick Lyon	TBD	Concord	NH	TBD	lyon@9round com
High Point Enterprise, LLC Christy Masciarelli	TBD	Hooksett	NH	TBD	Christy Masciarelli @9round com
A Bout Fitness, LLC Michele Castellucci, Joseph Castellucci	TBD	Milford	NH	TBD	michele castellucci @9round com
Beauchamp Fitness, LLC Timothy Beauchamp, Sarah Beauchamp	TBD	Portsmouth	NH	TBD	Beauchamp@9round com
New Jersey					
Lublu Faith & Fitness, LLC Irina de Simone, Thomas Griffin	TBD	Green Brook	NJ	TBD	Iryna DeSimone@9round com
New York					
Get Fit Rochester Inc Beverly Sanderson	TBD	Brighton	NY	TBD	everly Sanderson@9round com
TQK, LLC Annie Kelly	TBD	DeWitt	NY	TBD	Annie Kelly@9round com
North Carolina					
Amy Penwell	TBD	Charlotte	NC	TBD	Amy Penwell@9round com
Joseph Diggs	TBD	Charlotte	NC	TBD	Joe Diggs@9round com
Geraldine Tyrance Chinita Tyrance, Terrell Tyrance	TBD	Concord	NC	TBD	tyrance@9round com
Kevin Bailey, Kevin Pitts	TBD	Hickory	NC	TBD	kevin bailey@9round com
K2 Fitness LLC Kevin Barnes, Keith Jones	TBD	High Point	NC	TBD	Kevin Barnes@9round com
Freekie Fitness Corp Terry Lee Stanley	TBD	Winston Salem	NC	TBD	kelli stanley@9round com

Ohio					
Forconi Diversified Inc Louis Forconi Nancy Forconi	TBD	Amherst	OH	TBD	Forconi@9round co m
BTC Enterprises LLC James Stroker, Samantha Stroker	TBD	Chillicothe	OH	TBD	Sammie Stroker@9 Round com
Chakel Investments, LLC Kellie Colyer Charlie Colyer	TBD	Cincinnati	OH	TBD	kellie colyer@9rou nd com
Chakel Investments, LLC Kellie Colyer, Charlie Colyer	TBD	Cincinnati	OH	TBD	kellie colyer@9rou nd com
The EL Fitness Group Matt Arling	TBD	Cincinnati	OH	TBD	Matthew Arling@9r ound com
Blue Fitness Inc Ankasenka Walker , Matthew Chmielewski	TBD	Columbus	OH	TBD	Walker@9round co m
Forconi Diversified, Inc Louis Forconi, Nancy Forconi	TBD	Elyria	OH	TBD	Forconi@9round co m
TKO Fitness David J Tunnell Regan O'Brien	TBD	Fairborn	OH	TBD	david tunnell@9rou nd com
Parsley Brothers Fitness LLC Solomon Parsley	TBD	Grandview	OH	TBD	solomon parsley@9 round com
PJ Fitness LLC Patrick O'Neill Jason Phillabaum	TBD	Mason	OH	TBD	phillabaum@9roun d com
Forconi Diversified, Inc Louis Forconi, Nancy Forconi	TBD	Rocky River	OH	TBD	Forconi@9round co m
Oregon					
Core-Strong, Inc Steve Terreault	TBD	Beaverton	OR	TBD	steve pdx@9round com
Core Strong, Inc Steve Terreault	TBD	Tigard	OR	TBD	steve pdx@9round com
Pennsylvania					
SM&K Holdings Corp Andrew Chung, Michelle Chung	TBD	Bridgeville	PA	TBD	andrew chung@9ro und com
GT Ripped Fitness 2, LLC Gina Cerasari, Tim Raynor Donna Heavens Christina Heavens	TBD	Glen Mills	PA	TBD	Gina Cerasari@9ro und com
No Limits 4 13, Inc James Long Tanika Long	TBD	Newtown Square	PA	TBD	JT Long@9round c om
Mizzi Fitness Enterprises, LLC Ken Mizzi Judy Mizzi	TBD	Wexford	PA	TBD	ken mizzi@9round com
South Carolina					
Arzu Fitness, LLC Chris Arzu	TBD	Irmo	SC	TBD	Chris Arzu@9roun d com
Tennessee					

Will Fit LLC Craig Jones, Angela Jones	TBD	Franklin	TN	TBD	Craig Jones@9roun d com
Dwight Witherow, Lisa Witherow	TBD	Harrison	TN	TBD	witherow@9round com
Marshall Williams	TBD	Nashville	TN	TBD	Marshall Williams @9round com
Will Fit LLC Craig Jones Angela Jones	TBD	Springhill	TN	TBD	Craig Jones@9roun d com
Texas					
Richard Bizzell, Lori Bizzell	TBD	Bedford	TX	TBD	Bizzell@9round co m
JM Larrazolo Enterprises LLC Jose Larrazolo	TBD	Brownsville	TX	TBD	Jose Larrazolo@9ro und com
Richard Bizzell, Lori Bizzell	TBD	Colleyville	TX	TBD	Bizzell@9round co m
Claudia Ozuna, Belinda Cristina Benavides Garcia	TBD	Conroe	TX	TBD	Claudia Ozuna@9r ound com
JDSR, LLC Robyn Scardino	TBD	Cypress	TX	TBD	Robyn Scardino@9 round com
Martha Arana	TBD	El Paso	TX	TBD	martha arana@9rou nd com
Rojas Enterprises, LLC Mark Rojas	TBD	El Paso	TX	TBD	mark rojas@9round com
Scherer Force LLC Crystal Scherer James Scherer	TBD	Georgetown	TX	TBD	crystal scherer@9ro und com
Arkansas Huskie, LLC Steven Bardwell, Sky Morris	TBD	Grapevine	TX	TBD	frognation@9round com
Pete Ekstrom, Myla Ekstrom	TBD	Houston	TX	TBD	Ekstrom@9round c om
NCAL Lifestyle, LLC Nicole Lombardo	TBD	Houston	TX	TBD	Nicole Lombardo@ 9round com
JDSR, LLC Robyn Scardino	TBD	Houston	TX	TBD	Robyn Scardino@9 round com
Craig Brenan Martha Castillo	TBD	Houston	TX	TBD	craig brenan@9rou nd com
Craig Brenan, Martha Castillo	TBD	Houston	TX	TBD	craig brenan@9rou nd com
Pete Ekstrom, Myla Ekstrom	TBD	Houston	TX	TBD	Ekstrom@9round c om
TVS FITNESS LLC Artie Toev Jane Toevs	TBD	Katy	TX	TBD	Artie Toevs@9roun d com
MYOL Enterprises LLC Eric Neat	TBD	Leander	TX	TBD	Eric Neat@9round com
Tana Crowe 1 Round Inc Tana Crowe	TBD	North Richland Hills	TX	TBD	Tana Crowe@aol c om
Joshua Ruelas	TBD	Rosenberg	TX	TBD	jp ruelas@9round c om
Danielle Lynch James Lynch, Katrina Gonzalez, Josh Gonzalez	TBD	San Antonio	TX	TBD	josh gonzalez@9ro und com
Peery Enterprises Inc Lori Peery, Brad Peery	TBD	San Antonio	TX	TBD	Lori Peery@9round com

Richard Bizzell, Lori Bizzell	TBD	Southlake	TX	TBD	Bizzell@9round co m
Claudia Ozuna, Astrid M Vazquez Marrero	TBD	Spring	TX	TBD	Claudia Ozuna@9r ound com
Claudia Ozuna, Hyanhwa No	TBD	Spring	TX	TBD	Claudia Ozuna@9r ound com
Ora Fitness, LLC Nashi Jaen Estrada Hochstrasser	TBD	The Woodlands	TX	TBD	Jaen@9round com
Virginia					
Thunder & Lightning, LLC Rob Graveline Todd Wilson	TBD	Alexandria	VA	TBD	9Round Nova@9ro und com
Evolve Fitness LLC Joshuah Ackiss	TBD	Fredericksburg	VA	TBD	Joshuah Ackiss@9r ound com
Colleen Heron Todd Heron	TBD	Gainesville	VA	TBD	heron@9round com
Washington					
EmPwr Fitness, LLC Christie Loe Malone	TBD	Renton	WA	TBD	Christie Loe@9rou nd com
Wisconsin					
Jamie Davis, Daniel Cortez	TBD	Greenfield	WI	TBD	Daniel Cortez@9ro und com
Hollenbeck Enterprises, LLC Chad Hollenbeck	TBD	La Crosse	WI	TBD	chad hollenbeck@9 round com
RNL Fitness, LLC Roger Videkovich, Lori Videkovish	TBD	Mukwonago	WI	TBD	Videkovich@9roun d com
AAR Fitness Inc Katie Redman	TBD	Muskego	WI	TBD	Katie Redman@9ro und com
Drew Stauffacher	TBD	Wauwatosa	WI	TBD	drew stauffacher@9 round com

Franchisees Who Left the System in 2016

Franchisee	City	ST	Phone or E-mail
Stephen Bump	Madison	AL	256-426-6800
Ed Abasolo and Hong Bo Li [1]	Little Rock	AR	501-568-2821
Ed Abasolo and Hong Bo Li [1]	Little Rock	AR	501-568-2821
Bruce Elliot, Micah Elliot	Corona	CA	562-381-3174
Tanya Humphrey, George Humphrey [1]	Aurora	CO	303-898-9019
Tanya Humphrey, George Humphrey [1]	Castle Rock	CO	303-898-9019
Tanya Humphrey, [1] George Humphrey	Parker	CO	303 898-9019
Anita Jones Hilliard	New Port Richey	FL	727 940-2264
Bill Hentschel, Tracie Hentschel	Ocoee	FL	407 351 9386
Scott Fowler, Mike Williams	Tampa	FL	864-887 4074 palmettoseaandair@gmail com
Angela Ferber	Shawnee	KS	816-352-1531
De Ann Kelley	Louisville	KY	502 523 6978
Boo Sadikot	Plymouth MI	MI	734-306-7701

Mark Salinas, Rebecca Salinas Courtney Heimerl [1]	Chanhassen	MN	612-990-2817
Chris McFarland Melissa McFarland	Kansas City	MO	816-517-9667
Chris McFarland, Melissa McFarland	Kansas City	MO	816 517 9667
Chris McFarland, Melissa McFarland	Kansas City	MO	816-517-9667
Chad Collier	Platte City	MO	775-219-7997
Jeff Monnig, Barbara McInnis	Platte City	MO	816 825-9299
Wendy Melson, Maria Rogers	Charlotte	NC	980-224 8512
Bryan Abernathy	Denver	NC	704 822 2577
Sunshine Chandler, Mark Chandler	Shelby	NC	864 838-1911
Scott James	Charleston	SC	843-296 5519
Josh Stephens [1]	Greenville	SC	864-909 0309
Matthew Sommer	Greenwood	SC	419 631-6214
Graydon Lockhard II, Michelle Money, Graydon Lockhard III	Pickens	SC	603-978-0668
Britney McDaniel, Lisa James	Seneca	SC	864-430 4440
Reidar Carlson, Vanessa Carlson	Simpsonville	SC	330 536 3488
Melissa Borde Tom Borde	Arlington	TX	817-672-5017
Winnie Gifford, Doug Gifford Natalie Gifford	Hurst	TX	507-398-7600
Anthony Carico	Waynesboro	VA	434 579-2440
Paul Ryan	Madison	WI	414-520-3144
Paul Ryan	Oak Creek	WI	414-520-3144

Note 1 Franchisee never opened location

If you buy this franchise, your contact information may be disclosed to other potential franchisees of 9Round when you leave the 9Round System

Affiliate-Owned Centers
As of December 31, 2016

South Carolina					
9Round LLC Heather Hudson and Shannon Hudson	1099 East Butler Road #1091	Greenville	SC	29607	(864) 297-0015
9Round, LLC Heather Hudson and Shannon Hudson	5000 Old Buncombe Rd , #48	Greenville	SC	29615	(864) 246-4479
H&S Empire LLC Heather Hudson and Shannon Hudson	2728 Wade Hampton Blvd	Greenville	SC	29681	(864) 244-0190
H&S Empire LLC Heather Hudson and Shannon Hudson	926 N E Main Street Suite A-1	Simpsonville	SC	29681	(864) 228 9191
9Round Franchising LLC	329 Harrison Bridge Rd	Simpsonville	SC	29680	(864) 963 9294
9Round Franchising LLC	521B Highway 72 NW	Greenwood	SC	29649	(864) 223-809

EXHIBIT E
OPERATIONS MANUAL TABLE OF CONTENTS

9ROUND OPERATIONS MANUAL

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EXHIBIT F

COPY OF SAMPLE MEMBERSHIP AGREEMENT

9 ROUND TERM AGREEMENT **WWW 9ROUND COM**

Buyer Information *<u>(Name on Credit Card or Bank Account used to make purchases)</u>*
Buyer Name ________________________________

Member Information *<u>(Person using services)</u>*
Member Name ________________________________
Address ________________________________
Home # ______________Cell # ______________Work # ______________
Birth Date __________ Drivers License ______________
Email ________________________________

CLUBREADY, INC PAYMENT AUTHORIZATION Payment Terms

1 Today's date is __________
2 Your initial term of your agreement begins on __________and continues until __________and then rolls month to month there after unless a paid in full agreement (PIFS DO NOT AUTO RENEW)
3 Total sales price including enrollment fees is **$**__________
4 Amount of Down Payment is **$**__________
5 Your First payment is due 30 days from __________and will be billed on that day of each month
6 Amount of each Monthly Payment **$**__________ First Payment Due Date __________

I __________ (Buyer') (individually and as an agent or guardian of ______________ (Member') **hereby authorize my bank to make payments to ClubReady**, Inc by either credit card or ACH bank debit and post it to my account If I choose to pay by credit card <u>I agree to allow my bank account to be drafted should my credit card expire or be declined for any reason,</u> until new card information is entered Conversely if I choose to pay by bank draft (ACH) <u>I agree to allow my credit card to be charged should my check payment be returned for any reason, until my bank account issues are resolved</u> ***I certify that I am the authorized holder and signer of the credit card and/or bank account used*** to make the initial down payment and any future payments per the terms of this Agreement I understand that these charges listed above will appear on **my credit card statement and/or bank statement under the name of ClubReady and I accept full financial responsibility for payment of these charges** I certify that the information that is stated above is true and accurate I understand that I may be prosecuted in a court of law by providing any false information that pertains to this Agreement or presenting myself as the cardholder of this account when in fact I am not The payments shall be drawn on or about the date or dates of the Payment Plan The transactions on your bank statement will constitute receipts for payment on your account If the regular payments set forth on the Payment Plan should vary in amount you are entitled to receive notice at least 10 days before the payment is due when it will be made and how much it will be However by executing this pre-authorization you choose to instead get this notice only when the payment would differ by more than $50 00 from the most recent payment **If this pre-authorization payment arrangement is revoked for any reason, this does <u>not</u> release you from your obligation to pay according to the terms of the Payment Plan** *This Authorization will remain in effect until ClubReady or its assigns has collected all charges assessed in* *connection with the terms of this Agreement including any auto renewal (roll-over) charges, late fees and returned payment fees*

I also agree to contact ClubReady, Inc about any matter of chargeback or stop payment that may pertain to this Agreement in order to attempt to resolve the matter prior to taking any negative action such as stopping payment or charging back If any negative action is taken and the action is ruled in favor of ClubReady, Inc and the cardholder/bank account owner did not contact ClubReady prior to the negative action the cardholder/account owner will be legally liable for all items and fees as noted above **ClubReady, Inc may be reached at 800-405-4818 Extension 2**

Right to Change Designated Billing Company ________________________ ('The Club') hereby reserves the right to change the Designated Billing Company at their discretion and without warning If such a change is made the full terms and conditions of this Agreement will continue to apply and you agree to authorize the new Designated Billing Company to continue drafting your account

I _____________ being of legal age agree to these terms and agree to the legal liability that may incur against these terms

You, the Buyer, Are Entitled To A Copy Of This Contract At The Time You Sign It

I _____________ Member hereby certify that the person listed as Buyer _____________if different from myself agrees to the use of their account information for the purchase of the services and products associated with this Agreement including all future charges that may come due I _____________ further certify that if [buyer] defaults on the payment of these charges, I, or (my parent/guardian) will supply alternative payment methods in order to remain current on my payments, and to pay any other charges that may have accrued

Auto-Renewal Term All Memberships roll over to non-commitment, open-end/month-to-month Agreements at **$**_____________ **per month** starting at the first month after the agreed payment schedule per original Membership Agreement Memberships that roll over to month-to-month status require a 30-day written notice which will include one last billing cycle

Cancellation Policy This agreement is a continuous payment plan and will continue until buyer terminates agreement To cancel, I must provide 30 days written notice by filling out the proper cancellation form at 9Round (After initial enrollment one month s billing cycle required)

Non Transferable Membership If I have done a Single Pay Membership (or PIF), these Memberships are non-transferrable to other members Single Pay Memberships (PIF) are non refundable and are non transferrable to other 9Round gyms

Sales Tax Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership The Club has the right to increase your monthly membership dues by the amount of such increase If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate

Default, Late Payment and Non-Sufficient Funds Should you default on any payment obligation as called for in this agreement the entire remaining balance shall be deemed due and payable upon demand and you agree to pay allowable interest and all cost of collection including but not limited to collection agency fees merchant services fees court costs and attorneys fees Should any payment become more than **30 days past due, you will be charged a late fee of $20 00** or should any **payment be returned, you will be charged a fee of $25** to cover additional administrative expenses and other expenses related to obtaining your payment **Past due accounts are subject to Credit Bureau Reporting and collection attempts via postal mail, telephone and email** *These fees are subject to change at ClubReady s discretion*

Refunds Member shall maintain a current address and daytime phone number on file with the Club at all times Refunds if any resulting from cancellations **within rescission period,** shall be sent by the Club or its affiliates and assigns to the Member's on-file address within ten (10) business days after the Club receives a valid written notice of cancellation from the Member Refunds may also be processed electronically back to a Member's credit card or bank account if so desired

Equipment Please be advised that loaner gloves are provided for 1st time workout only You are REQUIRED to use your own gloves and hand wraps (for safety and sanitary reasons) once you are a member If you do not have your own gloves and hand wraps you will not be allowed to workout

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/MEMBER COULD ASSERT AGAINST THE CLUB AS A RESULT OF THIS CONTRACT RECOVERY BY THE BUYER/MEMBER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/MEMBER TO THE CLUB PURSUANT TO THIS CONTRACT YOU THE BUYER MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF THE STATE SPECIFIED RESCISSION PERIOD AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE CLUB IN THE EVENT THE CLUB CLOSES AND CEASES DOING BUSINESS FOR THIRTY (30) DAYS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT

No Contract Shall Exceed Three (3) Years, Nor Shall It Require Payments Or Financing To Exceed The Term Of The Contract

WAIVER, RELEASE OF LIABILITY, and ASSUMPTION OF RISK AGREEMENT

Waiver and Release of Liability "the Club," urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the members sole risk

Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be members entire responsibility, and the Club shall not be liable to Member for any claims, demands, injuries, damages, or actions arising due to injury to Members person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Club Member hereby holds the Club, ClubReady Inc , their officers, owners, agents and employees harmless from all claims which may be brought against them by Member or on Members behalf for any such injuries or claims This waiver is incorporated into and made a part of the following document as if fully set forth in above Membership Agreement dated [date] Member expressly states and understands that this waiver attaches to the agreement referenced above and will automatically attach to and become a part of any subsequent renewals of this Agreement until such time as Member notifies franchisee of his/her withdrawal of this waiver

In consideration of me being permitted to participate in any way in 9Round and ClubReady Inc , (hereinafter referred to as ("Parties")) sponsored Activities, I agree that

1 I understand the nature of Parties Activities and believe I am qualified to participate in such Activity I further acknowledge that I am aware the activity will be conducted in facilities open to the public during the Activity I further agree and warrant that if at any time I believe conditions to be unsafe I will immediately discontinue further participation in the Activity

2 I FULLY UNDERSTAND that (a) Parties' Activities involve risks and dangers of SERIOUS BODILY INJURY SICKNESS AND DISEASE INCLUDING PERMANENT DISABILITY PARALYSIS AND DEATH (b) these Risks and dangers may be caused by my own actions or inactions the actions or inactions of others participating in the Activity as well as those of Parties the condition in which the Activity takes place conditions in the club the actions or inactions of any other third party or THE NEGLIGENCE OF THE NAMED BELOW (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES COSTS AND DAMAGES incurred as a result of my Participation in the Activity

3 I HEREBY RELEASE DISCHARGE COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Parties their respective administrators directors agents officers volunteers and employees other participants any sponsors advertisers and if applicable owners and lessors of premises on which the Activity takes place (each considered one of the herein) from all liability claims demands losses or damages on my account caused or alleged to be caused in whole or in part by any person for any reason or otherwise including negligent rescue operations and further agree that if despite this release I or anyone on my behalf makes a claim against any of the Releasees named above **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM**

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT

I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER (OR IF CUSTOMER IS A MINOR, THEN PARENT OR GUARDIAN MUST SIGN BELOW)

Buyer / Parent / Legal Guardian NOTICE BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL TERMS, FEES AND WAIVERS IT CONTAINS AND THAT YOU HAVE RECEIVED A SIGNED COPY OF THE AGREEMENT AT THE TIME OF EXECUTION

Signature of Buyer ______________________________

Member NOTICE BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL TERMS, FEES AND WAIVERS IT CONTAINS

Signature of Member ______________________________

WITNESS - Club Representative ________________

Signature of WITNESS ________________

9 ROUND DOES NOT ACKNOWLEDGE OR ACCEPT ANY VERBAL AGREEMENTS WHATSOEVER THIS AGREEMENT AND ITS TERMS, CONDITIONS, WAIVERS, AND COMMITMENTS WILL BE UPHELD PER THE WRITTEN AGREEMENT ONLY

9 ROUND PAID IN FULL AGREEMENT **WWW 9ROUND COM**

Buyer Information ***(Name on Credit Card or Bank Account used to make purchases)***
Buyer Name ______________________________

Member Information ***(Person using services)***
Member Name ______________Address ____________________
Home # ____________Cell # ____________Work # ____________
Birth Date ________ Email ______________________________
Drivers License ____________

CLUBREADY, INC PAYMENT AUTHORIZATION
Payment Terms

1 Today's date is ____________
2 Your Agreement begins on ______________and continues for ______________months
3 Total sales price including enrollment fees is $____________

I ______________ ("Buyer ') (individually and as an agent or guardian of ______________) ("Member') **hereby authorize my bank to make payments to ClubReady, Inc** by either credit card or ACH bank debit and post it to my account If I choose to pay by credit card I agree to allow my bank account to be drafted should my credit card expire or be declined for any reason, until new card information is entered Conversely if I choose to pay by bank draft (ACH) I agree to allow my credit card to be charged should my check payment be returned for any reason, until my bank account issues are resolved ***I certify that I am the authorized holder and signer of the credit card and/or bank account used*** to make the initial down payment and any future payments per the terms of this Agreement I understand that these charges listed above will appear on **my credit card statement and/or bank statement under the name of ClubReady and I accept full financial responsibility for payment of these charges** I certify that the information that is stated above is true and accurate I understand that I may be prosecuted in a court of law by providing any false information that pertains to this Agreement or presenting myself as the cardholder of this account when in fact I am not The payments shall be drawn on or about the date or dates of the Payment Plan The transactions on your bank statement will constitute receipts for payment on your account If the regular payments set forth on the Payment Plan should vary in amount you are entitled to receive notice at least 10 days before the payment is due when it will be made and how much it will be However by executing this pre-authorization you choose to instead get this notice only when the payment would differ by more than $50 00 from the most recent payment **If this pre-authorization payment arrangement is revoked for any reason, this does not release you from your obligation to pay according to the terms of the Payment Plan** *This Authorization will remain in effect until ClubReady or its assigns has collected all charges assessed in connection with the terms of this Agreement including any auto renewal (roll-over) charges late fees and returned payment fees*

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I __________________, being of legal age agree to these terms and agree to the legal liability that may incur against these terms

You, the Buyer, Are Entitled To A Copy Of This Contract At The Time You Sign It

I __________________ Member hereby certify that the person listed as Buyer ______________ if different from myself agrees to the use of their account information for the purchase of the services and products associated with this Agreement including all future charges that may come due I further certify that if __________________ **(buyer)** defaults on the payment of these charges, I, or (my parent/guardian) will supply alternative payment methods in order to remain current on my payments, and to pay any other charges that may have accrued

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Waiver and Release of Liability ___________________], hereinafter referred to as "the Club," urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the members sole risk

Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be members entire responsibility, and the Club shall not be liable to Member for any claims, demands, injuries, damages, or actions arising due to injury to Members person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Club Member hereby holds the Club, ClubReady Inc , their officers, owners, agents and employees harmless from all claims which may be brought against them by Member or on Members behalf for any such injuries or claims This waiver is incorporated into and made a part of the following document as if fully set forth in above Membership Agreement dated [date] Member expressly states and understands that this waiver attaches to the agreement referenced above and will automatically attach to and become a part of any subsequent renewals of this Agreement until such time as Member notifies franchisee of his/her withdrawal of this waiver

In consideration of me being permitted to participate in any way in [locationname] and ClubReady Inc , (hereinafter referred to as ('Parties")) sponsored Activities, I agree that

1 I understand the nature of Parties' Activities and believe I am qualified to participate in such Activity I further acknowledge that I am aware the activity will be conducted in facilities open to the public during the Activity I further agree and warrant that if at any time I believe conditions to be unsafe I will immediately discontinue further participation in the Activity

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3 I HEREBY RELEASE, DISCHARGE COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Parties their respective administrators directors agents officers volunteers and employees other participants any sponsors advertisers and if applicable owners and lessors of premises on which the Activity takes place (each considered one of the herein) from all liability claims demands losses or damages on my account caused or alleged to be caused in whole or in part by any person for any reason or otherwise including negligent rescue operations and further agree that if despite this release I or anyone on my behalf makes a claim against any of the Releasees named above **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM**

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT

I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER (OR IF CUSTOMER IS A MINOR, THEN PARENT OR GUARDIAN MUST SIGN BELOW)

Buyer / Parent / Legal Guardian NOTICE BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL TERMS, FEES AND WAIVERS IT CONTAINS AND THAT YOU HAVE RECEIVED A SIGNED COPY OF THE AGREEMENT AT THE TIME OF EXECUTION

Signature of Buyer ____

Member NOTICE BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL TERMS, FEES AND WAIVERS IT CONTAINS

Signature of Member ____

WITNESS - Club Representative PRINT NAME

Signature of WITNESS ____

9 ROUND DOES NOT ACKNOWLEDGE OR ACCEPT ANY VERBAL AGREEMENTS WHATSOEVER THIS AGREEMENT AND ITS TERMS, CONDITIONS, WAIVERS, AND COMMITMENTS WILL BE UPHELD PER THE WRITTEN AGREEMENT ONLY

EXHIBIT G

SAMPLE FORM OF GENERAL RELEASE AGREEMENT

EXHIBIT G
SAMPLE FORM OF GENERAL RELEASE AGREEMENT
(Subject to change by 9Round Franchising, LLC)

THIS GENERAL RELEASE AGREEMENT (this "Agreement") is made and entered into between **9Round Franchising, LLC**, a South Carolina limited liability company, ("we," "us" or "9Round"), **[FRANCHISEE]**, a __________ limited liability company ("you" or "Franchisee"), and [GUARANTOR], a resident of ______________ (a "Guarantor") All capitalized terms not defined in this Agreement have the respective meanings set forth in the Franchise Agreement (as defined below)

RECITALS

A 9Round and Franchisee are parties to a 9ROUND Franchise Agreement dated ______________ (the "Franchise Agreement") pursuant to which Franchisee operates a 9ROUND Center located at ____________ (the "Center")

B [NOTE Describe the circumstances relating to the release]

C In consideration of [INSERT CIRCUMSTANCES] and the representations set forth in the Recitals, subject to the provisions stated below, and Franchisee and Guarantor agree to settle all known and unknown disputes they may have against Franchisor, if any, that exist as of the Effective Date

AGREEMENTS

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1 [NOTE Detail the terms and conditions of the release]

2 Release and Settlement of Claims

A Except as may be prohibited by applicable law, Franchisee and Guarantors (individually and as owners of Franchisee), for themselves and each of their respective heirs, successors, assigns, affiliates, shareholders, directors, officers, employees and agents, and on behalf of any other party claiming an interest through them (collectively and individually referred to as the "Franchisee Parties" for purposes of this Section 2), release and forever discharge us, our predecessors, successors, affiliates, directors, officers, shareholders, agents, employees and assigns (collectively and individually referred to as the "Franchisor Parties" for purposes of this Section 2) of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which Franchisee Parties may now or in the future own or hold, that in any way relate to the Franchise Agreement, any other agreement between Franchisee and us, the Center, or the relationship between Franchisee and us through the Effective Date (collectively, "Claims"), for known or unknown damages or other losses including, but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other agreement between Franchisee Parties and us or our affiliates through and including the Effective Date of this Agreement

B The release of Claims set forth in Section 2 A is intended by the Franchisee Parties to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Franchisee Parties against the Franchisor Parties regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein In making this voluntary express waiver, the Franchisee Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Franchisee Parties' intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts The Franchisee Parties acknowledge that they have had adequate opportunity to gather all information necessary to enter into this Agreement and Release and need no further information or knowledge of any kind that would otherwise influence the decision to enter into this Agreement The Franchisee Parties acknowledge and agree that the foregoing waiver is an essential, integral and material term of this Agreement The Franchisee Parties further acknowledge and agree that no violation of this Agreement shall void the release set forth in this Section 2

3 Miscellaneous This Agreement, and the documents referred to herein, constitute the entire agreement among the parties with respect to the subject matter hereof No amendment will be binding unless in writing and signed by the party against whom enforcement is sought All representations, warranties, agreements and all other provisions of this Agreement which by their terms or by reasonable implication are intended to survive the closing of this transaction will survive it

4 Representation by Counsel The parties have had adequate opportunity to consult with an attorney of their respective choice, including with respect to the release of Claims set forth herein

5 Governing Law/Venue This Agreement will be construed and enforced in accordance with the laws of the State of South Carolina, without regard to principles of conflicts of law The parties further agree that any legal proceeding relating to this Agreement or the enforcement of any provision herein shall be brought or otherwise commenced only in the State or Federal courts of South Carolina

6 Counterparts This Agreement may be executed by the parties hereto in counterparts, and delivered by e-mail or facsimile, each of which shall be deemed to be an original instrument, but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

US
9ROUND FRANCHISING, LLC

By ______________________________
Printed Name
Title
Date ______________________________

FRANCHISEE

By ______________________________
Printed Name
Title ______________________________
Date ______________________________

GUARANTOR

By ______________________________
Printed Name
Date ______________________________

[This General Release will be modified as necessary for consistency with any state law regulating franchising]

EXHIBIT H

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English Read this disclosure document and all agreements carefully

If 9Round 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 (or sooner if required by state law) New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If 9Round 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, D C 20580 and the state agencies listed in Exhibit A to this disclosure document

Issuance Date ______________, 2017

I acknowledge receiving this Franchise Disclosure Document issued on ____________________, 2017, (or the date reflected on the State Effective Dates Page), which included the following exhibits

EXHIBIT A – List of State Administrators and List of Agents for Service of Process, ***EXHIBIT B*** – Financial Statements, ***EXHIBIT C*** – Franchise Agreement, Renewal Addendum, and State-Specific Addenda, ***EXHIBIT D*** – Franchisee List, ***EXHIBIT E*** – Operations Manual Table of Contents, ***EXHIBIT F*** – Sample Membership Agreement, ***EXHIBIT G*** – Sample Form of General Release Agreement, ***EXHIBIT H*** — Receipts

Date FDD Received ______________ Signed* ______________________________

Print Name ______________________________

Date FDD Received ______________ Signed* ______________________________

Print Name ______________________________

*Signed individually and as an authorized representative of the franchisee company

FRANCHISE SELLER'S NAME AND CONTACT INFORMATION

Shannon Hudson, 847 NE Main Street, Simpsonville, SC 29681, Phone 864-962-4600

____

____

You should return one copy of the signed receipt by signing and dating it, and either mailing it to 9Round Franchising, LLC at 847 NE Main Street, Simpsonville, SC 29681, or faxing a copy to 9Round Franchising, LLC at 864-627-0185 You may keep the second copy for your records

Copy for Franchisee

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English Read this disclosure document and all agreements carefully

If 9Round 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 (or sooner if required by state law) New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If 9Round 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, D C 20580 and the state agencies listed in Exhibit A to this disclosure document

Issuance Date _____________, 2017

I acknowledge receiving this Franchise Disclosure Document issued on __________________, 2017, (or the date reflected on the State Effective Dates Page), which included the following exhibits

EXHIBIT A – List of State Administrators and List of Agents for Service of Process, ***EXHIBIT B*** – Financial Statements, ***EXHIBIT C*** – Franchise Agreement, Renewal Addendum, and State-Specific Addenda, ***EXHIBIT D*** – Franchisee List, ***EXHIBIT E*** – Operations Manual Table of Contents, ***EXHIBIT F*** – Sample Membership Agreement, ***EXHIBIT G*** – Sample Form of General Release Agreement, ***EXHIBIT H*** — Receipts

Date FDD Received _____________ Signed* ______________________________

Print Name ______________________________

Date FDD Received _____________ Signed* ______________________________

Print Name ______________________________

*Signed individually and as an authorized representative of the franchisee company

FRANCHISE SELLER'S NAME AND CONTACT INFORMATION

Shannon Hudson, 847 NE Main Street, Simpsonville, SC 29681, Phone 864-962-4600

You should return one copy of the signed receipt by signing and dating it, and either mailing it to 9Round Franchising, LLC at 847 NE Main Street, Simpsonville, SC 29681, or faxing a copy to 9Round Franchising, LLC at 864-627-0185 You may keep the second copy for your records

Copy for 9Round Franchising, LLC