FRANCHISE DISCLOSURE DOCUMENT

Apex Fun Run, LLC
An Arizona limited liability company
1 North 1st Street, Suite 790
Phoenix, Arizona 85004
Phone: (855) 786-2739
E-Mail: info@apexfunrun.com
Website: www.apexfunrun.com

As an Apex Fun Run franchisee, you will operate a business that provides a fundraising solution for schools while developing students into leaders utilizing a proprietary two-week curriculum that includes health, fitness and leadership training.

The total investment necessary to begin operation of an Apex Fun Run franchise ranges from $106,000 to $138,700. This includes $85,000 that must be paid to us.

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, franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document**.

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Jeremy Barnhart, 10225 N. 130th Way, Scottsdale, Arizona 85259, 480-347-0243, Jeremy@APEXFUNRUN.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's 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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: December 27, 2016 (amended July 5, 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 "G" 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 REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION OR LITIGATION IN ARIZONA. OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH US IN ARIZONA THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT STATES THAT ARIZONA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT “HOME STATE” LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THIS DISCLOSURE DOCUMENT FOR DETAILS.

3. 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 make sure to do your own investigation of the franchise.

Effective Date: January 3, 2017 (amended _____________, 2017)

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EXHIBITS

Vice President of Franchise Development/CFO: Jeremy Barnhart

Jeremy Barnhart has served as our Vice President of Franchise Development and Chief Financial Officer since our inception in August 2012. Mr. Barnhart was previously Owner and President of Willowbrook LLC, a real estate development company located in Scottsdale, Arizona from January 2007 to June 2012.

Marketing Director: Lisa Barnhart

Lisa Barnhart is our Marketing Director and has served in that capacity since August of 2012. From January 2007 to June 2012, she was the Marketing Director for A&J Biz LLC located in Scottsdale, Arizona.

Director of Quality Control and Operations: Scott Mackowski

Scott Mackowski is our Director of Quality Control and Operations and has served in that capacity since January 2016. From August 2006 to November 2015, he was the CEO of Superior Plus Inc. located in Phoenix, Arizona.

ITEM 3 LITIGATION

IN THE MATTER OF DETERMINING whether there has been a violation of the Franchise Investment Protection Act of Washington by: APEX FUN RUN, LLC

In response to an application for franchise registration that we filed with the Securities Division of the Washington Department of Financial Institutions (the "Division") in December of 2014, the Division inquired as to the circumstances surrounding the prior sale of an Apex Fun Run business located in Washington that is jointly owned by Scott Donnell (our President) and a third party. The Division concluded that: (i) the franchise was sold at a time that a previously filed application for franchise registration was pending but not yet approved (so the offering was not registered at the time of sale); and (ii) the franchisee was not presented with a franchise disclosure document that met the requirements of Washington law (RCW 19.100.140) at least 14 calendar days prior to the execution of the franchise agreement. On April 23, 2015, we entered into a Consent Order with the Division (Order No.: S-15-1656-15-C001), pursuant to which we agreed to cease and desist from any violations of the registration and disclosure requirements of the Franchise Investment Protection Act of Washington and we agreed to pay the Division $1,000 for the costs and expenses incurred by the Division in investigation of the matter.

Other than the 1 action listed above, no litigation is required to be disclosed in this Item. California law requires additional disclosures related to the information contained in Item 3. These additional disclosures appear in the California Addendum that is attached to this Disclosure Document as EXHIBIT "H".

ITEM 4 BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

The initial franchise fee for a single franchise is $75,000, which must be paid in a lump sum at the time you sign the Franchise Agreement. If we agree, you may purchase additional franchises for the following reduced initial franchise fees, if you purchase them at the same time as you purchase your initial franchise:

- Initial or later-purchased unit - $75,000
- 1st additional unit (if purchased at same time as initial unit) - $50,000
- 2nd or additional units (if purchased at same time as initial unit) - $50,000

The initial franchise fee is paid for your franchise rights and covers certain of our administrative expenses incurred in granting your franchise, including brokerage fees, training costs, legal fees for preparing your Franchise Agreement and expenses related to our lost or deferred opportunities to award franchises to others. The initial franchise fee is nonrefundable and uniformly imposed on franchisees. However, in 2016 our standard initial franchise fee (before adding the new programs referenced in this Disclosure Document) was: (i) $39,500 for initial or later purchased unit; (ii) $34,500 for a 1st additional unit (if purchased at same time as initial unit); or (iii) $29,500 for a 2nd or additional units (if purchased at same time as initial unit) and until July 2017 our standard initial fee was: (i) $44,500 for initial or later purchased unit; (ii) $39,500 for a 1st additional unit (if purchased at same time as initial unit); or (iii) $34,500 for a 2nd or additional units (if purchased at same time as initial unit).

Initial Training Fee

At the time you sign the Franchise Agreement, you must pay us an initial training fee of $10,000. The initial training fee is uniformly imposed (although we did not charge a separate initial training fee prior to July 2017). The initial training fee is fully earned upon receipt and nonrefundable.

ITEM 6 OTHER FEES

Type of Fee (1)	Amount	Due Date	Remarks
Royalty (excluding Gross Revenues attributable to Anython)	8% of Gross Revenue (12% of Gross Revenues generated from sales outside your territory). Any Gross Revenues attributable to Anython are excluded from Gross Revenues for purposes of calculating this royalty fee.	Payable on Friday for the preceding week	See Note 2.
Anython Royalty	6% of total revenues raised through Anython (8% of total revenues raised for organizations outside your territory)	Payable on Friday for the preceding week	You must report the revenues generated through Anython separately from your Gross Revenues. The royalty on Anython revenues is calculated based upon the total amount of funds raised through the fundraising efforts utilizing the Anython platform (it is not calculated based on the amounts you receive).
Administrative Support Fee	$75 per contracted school per year	On billing	See Note 3.
Product purchases	Varies based on items purchased	On billing	At this time you do not purchase any inventory, equipment, supplies or other items from us or an affiliate of ours. However, we may require you to do so in the future.
Additional training or support fee	Up to $500 per person per day plus reimbursement of costs (for on-site training/support)	On billing	See Note 4.

Type of Fee (1)	Amount	Due Date	Remarks
Annual Convention / Meeting Fee	$150 to $300 per convention or meeting	On billing	You must attend our regional meetings and annual conventions, if, when, and where we schedule them. In addition to the fee, you are responsible for all costs incurred by you and your employees while attending.
Renewal Fee	$5,000	On renewal	Payable when you renew.
Transfer Fee	$7,500 for first territory transferred. Additional $2,500 for each additional territory transferred.	On closing of transfer	Payable when you transfer or sell your franchise. Transfer fee is limited to our costs incurred for transfers to an entity you own or transfers between existing owners. Transfer fee covers initial training of the new franchisee.
Sales Launch Fee	$3,000	On billing (only after signing of first 2 schools)	Payable to either Franchisor or Franchisee who helps with sales launch and signing of first 2 schools in the market. See Note 5.
Management Fee	3% of Gross Revenues, plus our out-of-pocket costs	On billing	See Note 6.
Fine	Up to $500 per incident	On billing	Payable if you fail to comply with a mandatory standard or operating procedure and you do not cure the non-compliance within the time period we require. It is also payable if you fail to submit timely reports.
Audit	Cost of Audit	On billing	Payable if audit shows an understatement of at least 5% of Gross Revenues. You must also pay any past due amount plus applicable late fees.
Late Fee	$100 per late payment plus default interest at lesser of 1.5% per month or the maximum rate allowed by law	As incurred	See Note 7.
Non-Competition Breach	Fee equal to: (i) our then-current initial franchise fee; plus (ii) 8% of the gross revenue of any competitive business you operate in violation of our non-competition covenants for the duration of the non-competition period	On demand	Payable if you violate our in-term or post-termination non-competition covenants.
Attorney's Fees and Costs	Will vary with circumstances	Upon demand	You must reimburse us for all attorneys' fees and other costs we incur relating to your breach of any term of the Franchise Agreement or any other agreement with us or our affiliates.

Type of Fee (1)	Amount	Due Date	Remarks
Indemnification	Varies under circumstances	As incurred	You must defend us and reimburse us for all claims, obligations, and damages directly or indirectly arising out of your operations or your breach of the Franchise Agreement, except to the extent they arise as a result of our own gross negligence or willful misconduct.
Insurance	Varies	On billing	If you do not pay the insurance premiums you owe on the insurance policies we require, we may pay the premiums and charge you for the premiums we paid.

Notes:

1. Except as otherwise provided, we impose all fees and all fees are payable to us and nonrefundable. All fees are uniformly imposed on all franchisees.

2. "Gross Revenues" means the gross amount of all of your sales or other income from whatever source derived, from or in connection with the operation of your Business and any business conducted by your Apex Fun Run team, whether by check, cash, credit, charge account, barter, exchange, or otherwise. Gross Revenues include amounts you receive from the sale of goods and merchandise, promotional or otherwise, and for services performed by your Apex Fun Run team, together with the amount of all fundraising receipts that are paid to you. Gross Revenues will not include the amount of any: (i) sales tax, to the extent you add such taxes to the selling price and actually pay them to the taxing authority; or (ii) refunds, allowances, or discounts to customers (including coupon sales), provided you have previously included the related sales in your Gross Revenues; or (iii) fundraising receipts that are retained by the schools. For purposes of paying the royalty fees, our week begins Monday and ends Sunday. You must report your weekly sales to us on Tuesday, for the preceding week. We will generally draft the royalty fees from your bank account on Friday. You must pay the royalty fees by electronic funds transfer or by other means that we specify. We may periodically specify other dates for reporting and payment of the royalty fees.

3. You agree to pay us the administrative support fee for each school that you contract with. The fee is payable once per year for each contracting school and is due the month in which you are scheduled to conduct the Apex program at the school. In exchange for this fee, our support personnel will provide you with a variety of administrative services, including answering all email inquiries sent to our website to ensure timely responses, consistent messaging and accurate information (rather than forwarding the emails to you to respond to), assisting with uploading of new employee data, obtaining employee background checks, etc.

4. You may request, or we may recommend or require, additional training. We may provide the training in Phoenix, Arizona or another location we designate. We may also provide special support beyond what is required under the Franchise Agreement. We may charge you the daily fee for all training (other than our pre-opening initial training program which has a set fee of $10,000) and special support that we provide. If we provide on-site training or support, you must also reimburse us for all costs incurred by our representative for meals, travel and lodging. You are responsible for all expenses and costs that your trainees incur for training, including wages, travel, living expenses, fringe benefits and salary expenses.

5. We will provide you with a sales launch consultant who will make 2 visits to your market to help you launch your sales efforts through drop byes, launch lunches or sales meetings in an effort to get your

first schools signed quickly. The consultant will also be available remotely (phone, email, etc.) to provide additional support with your launch. The consultant may either be a representative of ours or a veteran franchisee. We will pay for the travel costs and initial payment to the consultant. At the time you sign your first 2 schools, you will pay the consultant the $3,000 sales launch fee.

6. If you either abandon the Business or fail to comply with any provision of the Franchise Agreement and do not cure the failure within the time period we specify in our notice to you, we may, but are not required to, assume management of the Business. If we manage your Business, we may do so for any period of time we believe is appropriate, and you must pay us, in addition to the Royalty Fee, a management fee of 3% of the Gross Revenues generated by the Business plus our out-of-pocket costs.

7. If you fail to make any payment when due, you must pay us a late fee of $100 per late payment plus default interest at the rate specified above. In addition, you must pay us an additional $50 NSF fee for each electronic funds transfer returned for non-sufficient funds and for each check or draft returned for non-sufficient funds. The NSF fee is payable only if your electronic funds transfer from your depository account or any check you remit to us is returned for non-sufficient funds.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
Type of Expenditure [1]	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment Is To Be Made**
Initial Franchise Fee [2]	$75,000	Lump sum	On signing	Us
Initial Training Fee	$10,000	Lump sum	On signing	Us
Vehicle [3]	$0 to $3,000	Monthly lease payments	Monthly	Suppliers
Trailer [4]	$1,000 to $2,000	Lump sum	Before opening	Suppliers
Computer system [5]	$0 to $1,000	Lump sum	Before opening	Suppliers
Other equipment [6]	$8,000 to $10,000	Lump sum	Before opening	Suppliers
Storage [7]	$0 to $200	Monthly	Before opening and monthly	Suppliers
Marketing [8]	$1,500 to $6,000	As incurred	As incurred	Third parties
Opening Inventory [9]	$5,000 to $15,000	Lump sum	As incurred (after contracting with schools)	Suppliers
Insurance premiums [10]	$500 to $3,500	As arranged	As incurred	Insurance company/ Agent
Professional services fees [11]	$0 to $3,000	As arranged	As incurred	Professionals
Travel and living expenses during training [12]	$2,000 to $5,000	As arranged	As incurred	Third parties
Additional funds (for 3 months) [13]	$3,000 to $5,000	As incurred	As incurred	Third parties
Total Estimated Initial Investment [14]	$106,000 to $138,700			

Notes:

1. We do not offer direct or indirect financing for any of these items. None of the fees payable to us are

refundable. We are unaware of any fees payable to third party suppliers that are refundable.

2. If we agree, you may purchase additional franchises for the following reduced initial franchise fees, if you purchase them at the same time as you purchase your initial franchise:

- Initial or later-purchased unit - $75,000
- 1st additional unit (if purchased at same time as initial unit) - $50,000
- 2nd or additional units (if purchased at same time as initial unit) - $50,000

3. You will need to have access to a vehicle to travel to schools and Apex Fun Run events. You may own or lease this vehicle or you may rent it on a temporary basis. We do not have any standards or specifications for your vehicle. However, you must have a tow package to enable you to tow your trailer to fun run events. The low estimate assumes you already have an adequate vehicle (in which case you will not incur any additional expense) while the high estimate assumes you will lease a new or used vehicle and includes the initial down payment and first 3 months of lease payments.

4. You will need to purchase a trailer that meets our standards and specifications. You will use the trailer to transport prizes, equipment and other supplies to schools and Apex Fun Run events. At this time, we do not require wraps (i.e., branded decals) for your vehicle or trailer.

5. You must purchase a computer system that meets our standards and specifications. Because our standards and specifications are minimal, we assume most franchisees will already have a satisfactory computer system. We do not require that you purchase any specialized software other than Google Docs and Google Calendar (which do not require any additional cost).

6. This estimates your expenses for the equipment that you will need to purchase to run an event, such as Apex Tunnels, Apex orange and blue flags, checkered flags, bang sticks, banners, beach balls, Apex Fun Run pens, Apex team shirts, Apex themed suits, speakers and stands, sound board, microphones and cables, extension cords, cones and saucers, water jugs, tents, clipboards, tables prize cards and collection bins.

7. Some franchisees store their inventory of prizes and equipment at their homes while others choose to store these items at a separate storage facility. The low estimate assumes you store these items in your home while the high estimate assumes you choose to purchase storage space.

8. You should expect to spend $1,500 to $6,000 in marketing to launch your new territory. This may be spent with luncheons, dropping off Starbucks at schools, or a variety of other ideas which are included in the Manual. This investment will vary based on your decisions of types of events planned and the amount you choose to spend on each. We will provide a sales launch partner who may be a representative of ours or may be an assigned veteran Franchisee, who will be paid $3,000 upon signing of your first 2 schools. We do not require that you spend any minimum amount of money on local marketing. We also do not require that you contribute to a marketing fund or participate in a marketing cooperative.

9. The initial inventory for an Apex Fun Run franchise includes various prizes for students, packages for teachers, and t-shirts provided to students for the Fun Runs. As with any business, you will purchase inventory continuously as long as you operate your Business. You will order inventory through the website www.apexfunrunshop.com and will be invoiced following placement of each order.

10. Before you open your Business, you must obtain certain insurance coverages that we require, with coverage limits, endorsements, and other terms and conditions we require. Our insurance underwriter has provided us with estimates of the costs for the insurance we require; however, insurance costs vary

widely and depend on a number of factors, including without limitation the carrier you choose, the amount of your deductibles, the area where your Business is located, the number of persons you employ, and your insurer's evaluation of the risk of insuring you. As a result, you should consult your own insurance broker to review the estimates. The low estimate above assumes you pay premiums on a semi-annual basis while the high estimate assumes you pay the full annual premium up front.

11. You should retain the services of an attorney and other consultants to advise and assist you in entering into the agreement(s), forming a business entity and purchasing and establishing your Business. However, our experience has shown that some franchisees choose not to hire a professional for these purposes.

12. This item estimates the expenses you will incur in attending the "hands on" portion of our initial training program, which lasts approximately 5 to 7 days. These expenses are in addition to the initial training fee. The remainder of our initial training program is conducted remotely. You will need to arrange for transportation, food and lodging for your designated attendees. The costs you incur will depend on the distance you must travel and the type of accommodations you choose. The low estimate assumes 4 people attend training and you choose lower end accommodations while the high estimate assumes 5 people attend and you chose slightly higher end accommodations.

13. Cash flow from your operations may not be adequate to cover your operating and other costs during the initial period of your Business. You may need capital to support ongoing expenses like payroll, to the extent that these costs are not covered by sales revenue. New businesses often generate a negative cash flow. We estimate that the amount shown in this estimate will be sufficient to cover ongoing expenses for the start-up period of the Business, which we calculate to be 3 months. This is only an estimate, however, and you may need additional working capital during this start-up period or after.

14. These estimated ranges (including Additional Funds) are based on our experience and information provided by our franchisees. We have assumed you will have 1 team. If you have more Apex teams, your initial investment will increase. Costs are changing constantly. You should obtain current cost information at the time you purchase your franchise. We encourage you to make a diligent investigation of the Apex Fun Run franchise opportunity. You should visit existing Apex Fun Run franchises, and consult appropriate business advisors, like attorneys or accountants who are qualified to assist you in carefully evaluating these figures, before you make any decision to purchase a franchise from us.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Source Restricted Purchases and Leases - Generally

We require that you purchase or lease certain "source restricted" goods and services for the development and ongoing operation of your Business. By "source restricted," we mean that the good or service must meet our specifications and/or must be purchased from an approved or designated supplier (in some cases, an exclusive designated supplier, which may be us or an affiliate). Our specifications and list of approved and designated suppliers are contained in the Manual. We will notify you within 30 days of any changes to our specifications or list of approved or designated suppliers. We may notify you of these changes in various ways, including written or electronic correspondence, verbal or telephonic notification, amendments or updates to the Manual, bulletins, or other means of communication.

We expect changes in the demands of consumers, the market, and business and economic conditions. As a result, we may change the Apex Fun Run System, including miscellaneous items you offer; the prizes, products, equipment, services, and supplies we require you to use; and the sources from which you purchase them, and you must comply with all the changes we make.

not be charged an additional fee for any of the training materials.

Instructors

Our current lead instructor is Mr. Scott Donnell who is our founder and President. As our founder, he has been with us since our inception. Scott provides sales and marketing training and has approximately 7 years of experience in the industry.

Lisa Barnhart also provides sales and marketing training. She joined us in July 2012 and currently serves as our Marketing Director. She has approximately 22 years of experience in the marketing industry, include serving in various marketing roles with the accounting firm Deloitte, the law firms of Gallagher & Kennedy and Lewis & Roca and most recently A&J Biz LLC.

Jeremy Barnhart provides training in the area of financial operations. He serves as our Vice President of Franchise Development and CFO since our inception in July 2012. He has approximately 26 years of experience in the financial industry, including with the firms McGladrey & Pullen, American Express Tax & Business Services and Deloitte.

Nick Moore provides operations and quality control training, including how to conduct an Apex fun run. He joined us in February 2016. Prior to joining Apex, he had 5 years of experience working for the Arizona and Denver, Colorado franchisees of Apex Fun Run as a Team Leader.

In addition to the instructors listed above, from time to time we have certain franchisees provide instruction. These franchisees would only include those have been in operation for at least 1 year and have demonstrated a firm understanding of our system.

Ongoing Training

After you complete initial training, we will provide ongoing training via weekly conference calls. Currently, we also conduct an annual refresher training program via webinar and checklists that must be attended. If you want additional training or retraining for your Managing Owner or Team Leader, we may provide it at a location and time convenient for us. If we agree to provide additional training, we may provide such additional training at your facility or ours.

We may require your Managing Owner and previously-trained or experienced Team Leaders to attend periodic refresher training courses. We will provide this training at the times and locations we designate. We also require that all new or replacement Team Leader you hire, or any new Managing Owner you appoint, complete all or part of our standard initial training program (at our discretion). You may send your new or replacement personnel to attend training at our corporate headquarters or you can send them to any Booya Certified Trainer located elsewhere in the country. We will have an annual training to roll out the new year’s theme, prizes and curriculum, which your Managing Owner, Team Leaders and other team members must attend. This will generally occur in early August of each year.

Training Fees and Costs

We will provide the pre-opening initial training program for an initial training fee of $10,000. You must pay us (or our Booya Certified Trainer, if applicable, a training fee of up to $500 per person per day: (i) for each person who we retrain after he or she failed initial training on a prior attempt and (ii) for each person you send to initial training after you open (such as a new Managing Owners or Team Leaders). We may charge you a training fee of up to $500 per person per day for: (i) providing system-wide refresher or additional training courses; (ii) conducting remedial training that is required due to your defaults or operational deficiencies; (iii) providing transferred their franchise agreements for unopened outlets in 2013, 2014 or 2015.

3. The transactions listed in Table 3 only refer to franchisees that left the system after opening their outlet. No franchisees left the system prior to opening their outlets in 2013, 2014 or 2015.

4. The affiliate owned outlet in Arizona was sold to by our affiliate to a third party franchisee in March of 2014 and then reacquired by the affiliate 3 months later. Because the affiliate owned the outlet at the beginning and end of the relevant fiscal year, Table 3 and Table 4 only reflect ownership of the outlet as an affiliate-owned outlet.

5. The outlets listed in the 2nd column in Table 5 ("Franchise Agreements Signed But Outlet Not Opened") include all franchise Agreements that were signed for unopened outlets as of June 30, 2016. The outlets listed in the 3rd column in Table 5 ("Projected New Franchised Outlets in the Next Fiscal Year") include all outlets that we expect to open during the current fiscal year, including any outlets listed in the 2nd column that we expect to open this fiscal year.

6. Some of our franchisees operate multiple territories. For purposes of the Item 20 tables, each separate territory is listed as a separate outlet, even though multiple territories can be operated by a single franchisee.

7. Certain franchisees operate a partial territory. For purposes of the Item 20 tables, each of these partial territories are referenced as a single outlet.

A list of all current Apex Fun Run franchisees is attached to this Disclosure Document as EXHIBIT "D", including their names and the addresses and telephone numbers of their outlets as of June 30, 2016. There are no franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experience as a franchisee in our franchise system. There are no (i) trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored or endorsed or (ii) independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

Audited financial statements of Apex Fun Run LLC for the fiscal years ended June 30, 2016, June 30, 2015 and June 30, 2014 are attached to this Disclosure Document as EXHIBIT "B". In addition, an unaudited balance sheet as of May 31, 2017 and an unaudited profit and loss statement from January 1, 2017 through May 31, 2017 are attached to this Disclosure Document as EXHIBIT "B". THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

ITEM 22 CONTRACTS

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

Exhibits to Disclosure Document

EXHIBIT "A"	Franchise Agreement
EXHIBIT "E"	Franchisee Disclosure Questionnaire
EXHIBIT "F"	General Release
EXHIBIT "H"	State Addendum

Exhibits to Franchise Agreement

ATTACHMENT "C"	Franchise Owner Agreement
ATTACHMENT "D"	ACH Authorization Form
ATTACHMENT "E"	Confidentiality Agreement

ITEM 23 RECEIPTS

EXHIBIT "I" to this Disclosure Document are detachable receipts. You are to sign both, keep one copy and return the other copy to us.

you continue to accept the benefits of this Agreement, then at our option, this Agreement may be treated either as: (i) expired as of the date of the expiration with you then operating without a franchise to do so and in violation of our rights; or (ii) continued on a month-to-month basis (the "Interim Term") until either party provides the other party with 30 days' prior written notice of the party's intention to terminate the Interim Term. In the latter case, all of your obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you upon the expiration or termination of this Agreement will be deemed to take effect upon the termination of the Interim Term.

Except as otherwise permitted by this Section 4, you have no right to continue to operate your Business following the expiration of the Term.

5. TRAINING AND ANNUAL CONVENTION

5.1. Initial Training Program. Your Managing Owner must attend and successfully complete our initial training program, including: (i) approximately three (3) to four (4) days of remotely conducted training to teach you how to solicit and contract with schools; and (ii) approximately five (5) to seven (7) days of "hands on" training at a certified Apex Fun Run training site that we designate. The Managing Owner must complete: (i) the remotely conducted training within 30 days after the Effective Date and prior to contacting and marketing the Apex Fun Run program to schools; and (ii) the "hands on" training prior to conducting your first Apex Fun Run event. Your Sales Professional must attend and successfully complete our marketing/sales techniques training program prior to contacting and marketing the Apex Fun Run program to schools. Each Team Leader must successfully complete our initial training program before he or she may serve a school.

5.2. Weekly Training Calls. At no additional charge, we will conduct periodic training via conference calls. Your participation on these calls is mandatory.

5.3. Initial Training For New Owners/Team Leaders. If you appoint a new Managing Owner or hire a new Team Leader after we conduct our pre-opening initial training program, the new Managing Owner or Team Leader, as applicable, must promptly attend and successfully complete our then-current initial training program prior to working with a school (utilizing untrained Team Leaders is a material default under this Agreement). New Team Leaders may either be trained at our headquarters or by any Booya certified trainer located elsewhere in the country.

5.4. Periodic Training. We may offer periodic refresher or additional training courses for your Managing Owner and Team Leaders. We will have an annual training program to roll out the new year's theme, prizes and curriculum. Currently, we also conduct an annual refresher training program via webinar and checklists that must be attended. Attendance at our periodic training programs is mandatory.

5.5. Additional Training Upon Request. Upon your written request, we may provide additional assistance or training to you at a mutually convenient time.

5.6. Remedial Training. If we conduct an inspection or evaluation of your Business and determine that you are not operating your Business in compliance with this Agreement and/or the Manual, we may, at our option, require that your Managing Owner and Team Leaders attend remedial training that is relevant to your operational deficiencies.

5.7. Conferences. We may hold periodic national or regional conferences, as well as an annual convention, to discuss various business issues and operational and general business concerns affecting Apex Fun Run franchisees. Attendance at these conferences is mandatory.

5.8. Training Fees and Expenses. Upon execution of this Agreement, you agree to pay us a nonrefundable $10,000 initial training fee. You must pay us a training/support fee of up to $500 per person per day for: (i) each person that attends our initial training program after you open your Business (such as new that we specify. We may change the software or technology that you must use at any time. We may also develop proprietary software or technology that must be used by Apex Fun Run franchisees. If this occurs, you agree to enter into a license agreement with us (or an affiliate of ours) and pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. The terms of the license agreement will govern the terms pursuant to which you may utilize this software or technology. We also reserve the right to enter into a master software or technology license agreement with a third party licensor and then sublicense the software or technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the software or technology.

12.9. Complaints. If you receive a complaint from a school, teacher, parent, student or other person in connection with your Business, you must follow the complaint resolution process that we specify to protect the goodwill associated with the Marks. You must promptly notify us in writing of all such complaints.

12.10. Failure to Comply with Standards. You acknowledge the importance of every one of our standards and operating procedures to the reputation and integrity of the System and the goodwill associated with the Marks. If we notify you of a failure to comply with our standards or operating procedures and you fail to correct the non-compliance within the period of time that we require, then, in addition to any other remedies available to us under this Agreement, we may impose a fine of up to $500 per occurrence.

13. MINIMUM PERFORMANCE REQUIREMENTS. You are required to meet the following minimum performance requirements: (i) contract with at least one (1) school within the first six (6) months after the Effective Date; (ii) you must rebook at least 50% of the schools where you completed an Apex Fun Run the prior year; (iii) you must collect at least 70% of the dollars pledged in all but two (2) schools in any six (6) month period; and (iv) you must generate and pay us minimum royalties in the amount of: (a) $9,000 per year during your first year of operation; and (b) $18,000 during each subsequent year of operation for the remainder of the Term. Your failure to comply with any of these requirements constitutes an event of default under this Agreement, in which case we have the right to terminate this Agreement.

In addition to the minimum performance requirements listed above, you must meet the following minimum performance requirements with respect to the Anython program: (i) by the end of your second (2nd) year of operation you must have generated minimum royalties of $2,500, on an aggregate basis, from utilization of the Anython platform with Middle Schools or organizations; and (ii) during each subsequent year of operation you must generate minimum royalties of $2,500 per year from utilization of the Anython platform with Middle Schools or organizations. If you fail to meet the minimum performance requirements listed above with respect to Anython, we may terminate your right to operate the Anython program (but we will not terminate this Agreement), If you fail to meet the minimum performance requirements listed above with respect to Anython, we may terminate your right to operate the Anython program (but we will not terminate your Franchise Agreement) and you will lose your exclusive rights with respect to Anython, meaning that we and other third parties may contract with organizations (other than schools) located within your Territory for purposes of engaging in fundraising activities utilizing the Anython platform.

14. FEES

14.1. Initial Franchise Fee. You agree to pay us a $75,000 initial franchise fee in one lump sum at the time you sign this Agreement. The initial franchise fee is fully earned by us and non-refundable once this Agreement has been signed.

14.2. Royalty Fee. On the day of each week that we specify (currently Friday), you agree to pay us a royalty fee equal to (a) 8% of your Gross Revenues (excluding Anython Revenues) generated from your Territory *plus* (b) 12% of your Gross Revenues (excluding Anython Revenues) generated from Extraterritorial Sales. The foregoing royalties are exclusive of any revenues from the Anython program. In addition to the royalty fee described above, you agree to pay us on the day of each week that we specify (currently Friday), a royalty fee equal to (a) 6% of the total revenues raised utilizing the Anython platform for organizations within neither you nor any Owner may engage in any Transfer other than a Permitted Transfer without our prior written approval. Any Transfer (other than a Permitted Transfer) without our approval shall be void and constitute a breach of this Agreement. We will not unreasonably withhold our approval of any proposed Transfer, provided that the following conditions are all satisfied:

(i) the proposed transferee is, in our opinion, an individual of good moral character, who has sufficient business experience, aptitude and financial resources to own and operate an Apex Fun Run business and otherwise meets all of our then applicable standards for franchisees;

(ii) you and your Owners are in full compliance with the terms of this Agreement and all other agreements with us or our affiliate;

(iii) all of the owners of the transferee have successfully completed, or made arrangements to attend, the initial training program;

(iv) the transferee and its owners, to the extent necessary, have obtained all licenses and permits required by applicable law in order to own and operate the Business;

(v) the transferee and its owners sign our then-current form of franchise agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term and renewal term(s) shall be the Term and renewal term(s) remaining under this Agreement; and (b) the transferee need not pay a separate initial franchise fee;

(vi) you or the transferee pay us a transfer fee equal to $7,500 for the first territory being transferred plus an additional $2,500 per territory for each additional territory being transferred;

(vii) you and your Owners sign a General Release for all claims arising before or contemporaneously with the Transfer;

(viii) you enter into an agreement with us to subordinate the transferee's obligations to you to the transferee's financial obligations owed to us pursuant to the franchise agreement;

(ix) we do not elect to exercise our right of first refusal described in Section 20.5; and

(x) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

Our consent to a Transfer shall not constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the franchise by the transferee.

20.3. Permitted Transfers. You may engage in a Permitted Transfer without our prior approval, but you must give us at least 10 days prior written notice. You and the Owners (and the transferee) agree to sign all documents that we reasonably request to effectuate and document the Permitted Transfer and you agree to pay us a transfer fee equal to our actual costs incurred in documenting the transfer (which in no event will exceed the transfer fee listed in Section 20.2(vi)).

20.4. Death or Disability of an Owner. Upon the death or permanent disability of an Owner, the Owner's ownership interest in you or the franchise, as applicable, must be assigned to another Owner or to a third party approved by us within 180 days. Any assignment to a third party will be subject to all of the terms and conditions of Section 20.2 unless the assignment qualifies as a Permitted Transfer. For purposes of this Section, an Owner is deemed to have a "permanent disability" only if the person has a medical or mental problem that prevents the person from substantially complying with his or her obligations under this Agreement or otherwise operating the Business in the manner required by this Agreement and the Manual for a continuous

EXHIBIT "B"

TO DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

[See Attached]

Apex Fun Run LLC Arizona

BALANCE SHEET

As of May 31, 2017

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Anython Chase Checking 3893	82,676.21
Anython Chase Savings 7553	32,640.02
Wells Fargo Checking 5810	68,652.31
Wells Fargo Savings 2698	35,602.21
Total Bank Accounts	**$219,570.75**
Accounts Receivable	
Royalties Receivable	98,958.61
Total Accounts Receivable	**$98,958.61**
Other Current Assets	
Accrued Interest Receivable	0.00
Due from All Star Fun Run	0.00
Due from Jeremy Barnhart	0.00
Employee Advances	1,525.59
Epstein Deposit	0.00
Franchise Equipment	16,222.77
Inventory Asset	141,822.30
Prepaid Expenses	0.00
Prize inventory deposit	0.00
Refundable Deposits	0.00
Undeposited Funds	0.00
Total Other Current Assets	**$159,570.66**
Total Current Assets	**$478,100.02**
Fixed Assets	
Trailer	0.00
Total Fixed Assets	**$0.00**
Other Assets	
Franchise Fee Notes Receivable	74,500.00
Security Deposits	0.00
Trademarks	1,900.00
Total Other Assets	**$76,400.00**
TOTAL ASSETS	**$554,500.02**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Anython Chase CC 2470	168.55
Total Credit Cards	**$168.55**
Other Current Liabilities	
Accrued commissions payable	0.00

	TOTAL
Accrued payroll	15,895.25
Bank of America LOC	40,645.83
Deferred Franchise Fee Revenue	0.00
Due to Dallaires	0.00
Due to Scott Donnell	0.00
First Scottsdale Bank Line of Credit	0.00
Giveback Payable	34,918.00
Royalty Refund Payable	1,822.17
Total Other Current Liabilities	**$93,281.25**
Total Current Liabilities	**$93,449.80**
Long-Term Liabilities	
Term Loan Payable - First Scottsdale Bank	0.00
Total Long-Term Liabilities	**$0.00**
Total Liabilities	**$93,449.80**
Equity	**$461,050.22**
TOTAL LIABILITIES AND EQUITY	**$554,500.02**

Apex Fun Run LLC Arizona

PROFIT AND LOSS

July 2016 - May 2017

	TOTAL
INCOME	
Anython Fundraising Revenue	311,788.18
Franchise Fee Income	356,420.00
Prize/Supply Revenue	424,918.05
Royalty Income	826,277.99
Services	96,306.44
Training fees	9,200.00
Total Income	**$2,024,910.66**
COST OF GOODS SOLD	
Cost of Goods Sold	10,585.04
Cost of serving schools	2,283.62
Shipping	3,532.07
Total Cost of Goods Sold	**$16,400.73**
GROSS PROFIT	**$2,008,509.93**
EXPENSES	
Accounting	4,812.40
Advertising	2,286.00
Annual Training	35,497.73
Auto	202.97
Bank Charges	2,847.46
Commissions & Fees	95,000.00
Computer and Internet	349.99
Credit Card Processing Fees	1,018.96
Dues & Subscriptions	16,120.19
Franchise Leads Expense	203,651.17
Franchise Referral Fee	200.00
Gifts	151.81
Health Insurance Premiums	-2,279.68
Insurance	19,752.86
Interest Paid	2,125.86
Legal & Professional Fees	47,400.43
Life Insurance	780.84
Meals and Entertainment	5,234.12
Office Expenses	5,162.58
Parking	1,399.66
Payroll Expenses	**579,306.85**
Payroll Service Fees	2,743.94
Payroll taxes	30,895.82
Promotional	38,467.91
Registration Fees	100.00
Rent or Lease	4,138.80
Sales Consulting	16,994.86
Storage	80.42
Telephone	230.29

	TOTAL
Theme Development Expense	50,989.25
Training expenses	181.00
Travel	80,875.22
Warehouse expenses	562.94
Website	110,707.71
Workers Compensation Insurance	661.74
Total Expenses	**$1,358,652.10**
NET OPERATING INCOME	**$649,857.83**
OTHER INCOME	
Interest Income	3.26
Total Other Income	**$3.26**
NET OTHER INCOME	**$3.26**
NET INCOME	**$649,861.09**

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Apex Fun Run, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If Apex Fun Run, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "G" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

Jeremy Barnhart; 1 North 1st Street, Suite 790, Phoenix, AZ 85004; (855)786-2739

Colleen O'Brien; 5136 E 74th Pl, Indianapolis, Indiana 46250; (317) 849-1648

______________; __________________________________; _____________

Issuance Date: December 27, 2016 (amended July 5, 2017)

Apex Fun Run, LLC's agent to receive service of process is listed in EXHIBIT "G" to this Disclosure Document.

I received a Franchise Disclosure Document for the State of California that included the following Exhibits:

EXHIBIT "A"	APEX FUN RUN FRANCHISE AGREEMENT
EXHIBIT "B"	FINANCIAL STATEMENTS
EXHIBIT "C"	OPERATIONS MANUAL TABLE OF CONTENTS
EXHIBIT "D"	LIST OF FRANCHISEES
EXHIBIT "E"	FRANCHISEE DISCLOSURE QUESTIONNAIRE
EXHIBIT "F"	GENERAL RELEASE
EXHIBIT "G"	AGENCIES/AGENTS FOR SERVICE OF PROCESS
EXHIBIT "H"	STATE ADDENDUM
EXHIBIT "I"	RECEIPTS

____
Print Name

____________________ ______________________________________
Date (Signature) Prospective Franchise Owner

____

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to Apex Fun Run, LLC.)

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