FRANCHISE DISCLOSURE DOCUMENT

Complete Nutrition Franchising, LLC
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www.completenutrition.com

Complete Nutrition Franchising, LLC, offers franchises for the right to operate a Complete Nutrition retail store offering nutritional supplements, health and beauty products and other related items to the general public.

The total investment necessary to begin operation of a Complete Nutrition franchise ranges from $215,850 to $322,650. This includes between $71,000 to $81,000 that must be paid to the franchisor or an affiliate.

If you are signing a Development Agreement, the total investment necessary to begin operation of the appropriate number of Complete Nutrition franchises is between $423,700 to $637,300 for a two-store agreement, with the investment increasing with the number of stores covered by the agreement. This includes $112,500 to $122,500 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**.

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 Complete Nutrition's Legal Department at 17220 Wright Street, Suite 200, Omaha, Nebraska 68130, (402) 333-5155.

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.

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: April 19, 2017, as amended on May 3, 2017 May 26, 2017, and June 7, 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 SUE US ONLY IN DOUGLAS COUNTY, NEBRASKA. OUT OF STATE MEDIATION, ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE IN NEBRASKA THAN IN YOUR HOME STATE. YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURES IN THE STATE ADDENDA TO THE DISCLOSURE DOCUMENT.
2. THE FRANCHISE AGREEMENT STATES THAT NEBRASKA 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. YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURES IN THE STATE ADDENDA TO THE DISCLOSURE DOCUMENT.
3. THE FRANCHISE OWNERS AND THEIR SPOUSE MUST EACH SIGN PERSONAL GUARANTIES MAKING EACH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATION OF THE FRANCHISE. THESE GUARANTIES PLACE EACH FRANCHISE OWNER'S AND EACH SPOUSE'S PERSONAL ASSETS AT RISK.
4. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT YOUR RIGHTS AND MAY NOT BE ENFORCEABLE IN SOME STATES, INCLUDING BUT NOT LIMITED TO, A TIME LIMIT TO RAISE CLAIMS AGAINST US, A LIMITATION OF DAMAGES, AND A WAIVER OF JURY TRIAL.
5. AS PER THE AUDITED BALANCE SHEET DATED DECEMBER 31, 2016, THE FRANCHISOR HAD A NET WORTH DEFICIENCY OF $312,115.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may 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 this franchise.

Effective Date: See page iii for state effective dates.

STATE EFFECTIVE DATES

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

California	Pending
Hawaii	Not Registered
Illinois	May 1, 2017
Indiana	May 9, 2017
Maryland	Pending
Michigan	May 15, 2017
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	May 10, 2017
South Dakota	May 11, 2017
Virginia	Pending
Washington	Pending
Wisconsin	May 5, 2017

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives the 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 license 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 6 months advance notice of franchisor's intent not to renew the franchise.

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

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

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

(i) 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 service.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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 OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE SECTION, G. MENNEN WILLIAMS BUILDING, 1ST FLOOR, LANSING, MICHIGAN 48913, (517) 373-71171.

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

THE FRANCHISOR AND ITS PREDECESSORS

The franchisor is Complete Nutrition Franchising, LLC. To simplify the language in this disclosure document, the terms "we," "us" and/or "our" means Complete Nutrition Franchising, LLC, the Franchisor. The terms "we," "us" and/or "our" do not include our officers, directors or shareholders. "You" means the individual, corporation, partnership, limited liability company, or other business organization who buys the franchise. If the franchisee will operate through a corporation, partnership, limited liability company, or other business organization, "you" also includes the franchisee's owners or partners, and their spouses.

We are a Nebraska limited liability company organized on August 7, 2009. Our principal business address is 17220 Wright Street, Suite 200, Omaha, Nebraska 68130. We do business under our business name and under the names "Complete Nutrition," "Complete Nutrition Franchising, LLC" and "Complete Nutrition – Look Better. Feel Better. Perform Better." Our agents for service of process are listed in Exhibit A.

Our predecessor is CR Holdings, LLC, f/k/a CR Holdings, Inc., f/k/a Complete Nutrition Holdings, Inc., f/k/a Complete Nutrition, Inc. ("CR Holdings"). CR Holdings was originally incorporated as a South Dakota corporation on March 5, 2005 as Complete Nutrition, Inc. It was reincorporated as a Nebraska corporation on July 17, 2007. On August 7, 2009, Complete Nutrition, Inc. changed its corporate name to Complete Nutrition Holdings, Inc., and on January 5, 2012, changed its corporate name to CR Holdings, Inc. CR Holdings was the franchisor of Complete Nutrition stores from 2007 through August 2009. In August 2009, we were formed as a wholly-owned subsidiary to be the franchisor of Complete Nutrition Stores. We remained a wholly-owned subsidiary of CR Holdings until January 1, 2012, when CR Holdings completed a corporate reorganization. On December 16, 2015, CR Holdings was converted to a limited liability company under Nebraska law and is now known as CR Holdings, LLC. The principal address for CR Holdings is 17220 Wright Street, Suite 200, Omaha, Nebraska 68130.

OUR PARENTS AND AFFILIATES

We are a wholly-owned subsidiary of Complete Nutrition Franchise Holdings, LLC, f/k/a Complete Nutrition Franchise Holdings, Inc. ("Franchise Holdings"). Franchise Holdings incorporated in Nebraska on December 15, 2011, and we became its wholly-owned subsidiary on January 1, 2012. On December 16, 2015, Franchise Holdings converted from a corporation to a limited liability company under Nebraska law, and is known as Complete Nutrition Franchise Holdings, LLC. The principal address of Franchise Holdings is 17220 Wright Street, Suite 200, Omaha, Nebraska 68130.

Both Franchise Holdings (our parent) and CR Holdings (our predecessor and former parent) are wholly owned by Dominus Health Intermediate Holdco, LLC ("DHIH"), whose principal address is 17220 Wright Street, Suite 200, Omaha, Nebraska 68130. DHIH is wholly owned by Dominus Health Holdings, LLC ("DHH"), whose principal address is 17220 Wright Street, Suite 200, Omaha, Nebraska 68130. DHH is, in turn, owned by Dominus Health Holdings Purchaser, LLC ("DHHP"), which holds a controlling interest, and CR Holdco, Inc., and CN Franchise Holdco, Inc., which respectively hold minority interests in DHH. DHHP's principal address is 17220 Wright Street, Suite 200, Omaha, Nebraska 68130. Both CR Holdco Inc., and CN Franchise Holdco, Inc., have a principal address of 17220 Wright Street, Suite 200, Omaha, Nebraska 68130.

Our affiliate, Complete Nutrition IP, LLC, is a South Dakota limited liability company organized on December 16, 2011. Complete Nutrition IP, LLC owns the trademarks, trade names, copyrights, brands, formulas and other intellectual property rights used in connection with the Complete Nutrition business and licenses these intellectual property rights to us and other of our affiliates. The principal address for Complete Nutrition IP, LLC is 17220 Wright Street, Suite 200, Omaha, Nebraska 68130.

Our affiliate, Complete Nutrition Corporate Stores, LLC ("CNCS"), is a Nebraska limited liability company organized on August 7, 2009. CNCS owns and operates Complete Nutrition stores. The principal address for CNCS is 17220 Wright Street, Suite 200, Omaha, Nebraska 68130. Our affiliate, R2 Distribution, LLC, f/k/a Complete Nutrition Wholesale, LLC ("R2"), is a Nebraska limited liability company organized on August 7, 2009. R2 distributes many of the products that our franchisees must carry in their stores. The principal address for R2 is 17220 Wright Street, Suite 200, Omaha, Nebraska 68130. CN Online, LLC, ("CN Online") is a South Dakota limited liability company organized April 25, 2011 which holds our e-commerce business with a principal address of 17220 Wright Street, Suite 200, Omaha, NE 68130. CNCS, R2, and CN Online are wholly-owned subsidiaries of CR Holdings.

THE FRANCHISE WE OFFER

We grant franchises and development rights for retail stores offering nutritional supplements, vitamins, food products, proprietary nutrition drink blends, related nutritional food items commonly sold in nutritional stores, health and beauty products, and other related items, to the general public under our Marks and according to our System as described in the Franchise Agreement that is attached as Exhibit B ("Franchise Agreement"). "Marks" means the trademarks, trade names, service marks, logos, emblems, and other indications of origin, and all configurations and derivations, as may presently exist, or which may be modified, changed, or acquired by us or our affiliates, in connection with the operation of Complete Nutrition Stores (defined below). Currently, the Marks include "Complete Nutrition," "Complete" and "Complete Nutrition – Look Better. Feel Better. Perform Better." "System" means the comprehensive, distinct and proprietary business format for the operation of retail stores under the Marks specializing in the sale of nutritional supplements, health and beauty products, and related items to the general public, including the methods, procedures, marketing and sales materials, signs, designs, layouts, equipment, inventory, standards and specifications, as the same may be modified, amended, improved or replaced from time to time by us. In this disclosure document, "Complete Nutrition Store" means any retail store operating under the System and Marks, whether owned by us, any affiliate of ours, or licensed or franchised by us or any affiliate of ours. The Complete Nutrition Store you will operate according to the terms of the Franchise Agreement is referred to as the "Store".

We currently offer the following franchise programs:

Single Store Franchise. If we approve you as a single store franchisee, you will sign a Franchise Agreement in the form attached as Exhibit B to operate a single Complete Nutrition Store. In no event will you be a franchisee until we have signed a Franchise Agreement with you.

Multi-Unit Development Rights. In certain areas of the country we also grant multi-unit development rights to qualified franchisees. If we approve you as a multi-unit developer, you will sign a Development Agreement in the form attached as Exhibit C (the "Development Agreement") that will define a geographic area ("Area") in which you must open and operate a specified number of Complete Nutrition Stores (each a "Unit") according to a mandatory development schedule (the "Schedule"). The specific number of Units required to be opened will be mutually agreed upon by you and us based on the size of the Area and various market and economic factors. You will sign a separate Franchise Agreement for each Unit. In no event will you sign a Franchise Agreement for any Unit until we have complied with any applicable law and any waiting periods required thereunder, and in no event will you be a franchisee

entitled to operate a Unit until we sign the Franchise Agreement for that Unit. You will sign a Franchise Agreement for your first Unit at the same time you sign the Development Agreement. The Franchise Agreement you sign for each unit will be our then-current form of Franchise Agreement.

GENERAL MARKET AND COMPETITION

The primary targeted customer base for Complete Nutrition Stores are health-conscious adults, generally in the age range of 18 to 45 years old, although people of all ages may be customers. Historically, Complete Nutrition Stores' sales have been the strongest during the first and second quarters of the year. The nutritional supplement market is well developed. Your Store will compete with independent, regional, and national chains offering similar products, including specialty stores, mass merchandisers, convenience stores, drug stores, smoothie stores, coffee shops, and grocery stores that sell similar products. Some competitors may be well established. In addition, various companies throughout the United States offer, by mail order, Internet, or catalog sales, products which are similar to those you will offer from the Store.

REGULATIONS

The storage, offer, and sale of many products in your Store will be subject to certain federal, state, and local laws and regulations, which may include rules and regulations of the Federal Food and Drug Administration ("FDA"), the Consumer Product Safety Commission ("CPSC"), and the Federal Trade Commission ("FTC"), as well as local health departments. There may be other local laws and regulations which are not mentioned in this disclosure document. The FDA and FTC rules and regulations may constrain the advertising or representations you can make about certain products offered for sale at your Store or prohibit you from selling certain products, in some cases because of statements on their labels or advertising associated with them. You must submit all advertising and labels to us for approval before you use them.

You must comply with all applicable FDA requirements contained in the Federal Food, Drug, and Cosmetic Act and any similar state law concerning the sale of foods and other goods and services offered for sale at your Store. You must also obtain all certifications, permits, or other licenses which are necessary for you to operate the Store. You should become generally familiar with the Food, Drug, and Cosmetic Act and any similar state laws. You should consult with an attorney or business advisor about the laws, regulations, and ordinances that may affect operation of your Store. You are solely responsible for compliance with all laws and regulations applicable to the operation of your Store.

OUR BUSINESS EXPERIENCE

We began awarding franchises in August 2009, although CR Holdings began awarding franchises in 2007. We have never owned or operated any Complete Nutrition stores. CR Holdings began operating Complete Nutrition Stores substantially similar to the ones we franchise in 2005. Starting in August 2009, CNCS began operating the Complete Nutrition Stores that CR Holdings previously operated. As of December 31, 2015, CNCS operates 5 Complete Nutrition stores, all in or around the Omaha, Nebraska area (we refer to Complete Nutrition Stores operated by our affiliates as "Company Stores" in this disclosure document).

We and our affiliates have never offered franchises in any other line of business.

ITEM 2
BUSINESS EXPERIENCE

Interim President and Chief Executive Officer: Roy Schumacher

Roy Schumacher began serving as interim President and CEO on June 5, 2017. Mr. Schumacher also currently serves as Operating Partner for Dominus Capital, a position he has held since 2008.

Chairman: Gary A. Binning

Mr. Binning is our Chairman, a position he has held since December 16, 2015. Since 2008, he has also been the Managing Partner of Dominus Capital. In both positions, Mr. Binning has been located in New York, New York.

Vice President: Robert D. Haswell

Mr. Haswell began serving as an acting Vice President for us on December 18, 2015 and was formally appointed as Vice President on February 23, 2016. Mr. Haswell is also a member of the management committee of Dominus Health Holdings, LLC, a position he has held since February 23, 2016. Mr. Haswell has also been a partner with Dominus Capital since 2008. In both positions, Mr. Haswell has been located in New York, New York.

Vice President: James Adler

Mr. Adler began serving as an acting Vice President for us on December 18, 2015 and was formally appointed as Vice President on February 23, 2016. Mr. Adler is also is also a member of the management committee of Dominus Health Holdings, LLC, a position he has held since February 23, 2016. In addition, he is a Vice President for Dominus Capital, a position he has held since March 2015. From March 2009 through March 2015, Mr. Adler worked for Wellspring Capital Management, LLC, as an Associate (March 2009 through December 2011), a Senior Associate (December 2011 through June 2014), and a Vice President (June 2014 through March 2015). In all of these positions, Mr. Adler was located in New York, New York.

Chief Financial Officer and Secretary/Treasurer: Michael Boler

Mr. Boler has been serving and acting as our Chief Financial Officer and Secretary/Treasurer since January 2015 and is located in Omaha, Nebraska. From January 2014 to January 2015, Mr. Boler was our Vice President of Information Technology. From September 2011 to December 2013, Mr. Boler was the Chief Financial Officer of EK Nutri, Inc., a franchisee of ours in Lincoln, Nebraska.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

FRANCHISE AGREEMENT

You must pay us an initial franchise fee in lump sum when you sign the Franchise Agreement. Our initial franchise fee is $49,500 (the "Initial Franchise Fee"). The Initial Franchise Fee is due at the time you sign the Franchise Agreement and is fully earned when paid. In no event is the Initial Franchise Fee refundable.

Prior to opening your Store, you will need to purchase certain inventory, including nutritional supplements and related health and beauty products, marketing supplies and equipment from us or our affiliates. We estimate that you will need to spend between $20,000 and $30,000 on initial inventory purchases from our affiliate, R2 prior to opening your Store. You will also need to purchase a point-of-sale system from R2, which will cost approximately $1,500. You must pay for these purchases within 30 days of your receipt of the inventory, supplies or equipment. R2 will refund your purchase of opening inventory only if and to the extent that such inventory is defective.

DEVELOPMENT AGREEMENT

If you are granted Multi-Unit Development Rights, you will pay, in lieu of an Initial Franchise Fee, a Base Franchise Fee for all Stores under your Development Agreement, which will be due at the time you sign that agreement. The Base Franchise Fees, which are non-refundable, are listed in the chart below. The Franchise Agreement you sign for each Unit will be our then-current form of Franchise Agreement, provided that you will not have to pay an Initial Franchise Fee for any Store other than the Base Franchise Fees.

Stores	Fee For Additional Store	Total Base Franchise Fee	Average Fee Per Store
1	$49,500	$49,500	$49,500
2	$41,500	$91,000	$45,500
3	$29,500	$120,500	$40,167
4	$29,500	$150,000	$37,500
5	$27,500	$177,500	$35,500
6	$22,500	$200,000	$33,333
7	$22,500	$222,500	$31,786
8	$22,500	$245,000	$30,625
9	$22,500	$267,500	$29,722
10	$15,000	$282,500	$28,250

INCENTIVE PROGRAMS

We reserve the right to offer special incentive programs at any time in the future which may decrease any of the fees listed in Items 5, 6, and 7 of this disclosure document. Currently we offer a $12,000 product inventory credit to members of the Armed Services. To qualify you must show you have

been honorably discharged from a branch of the United States Armed Services. The $12,000 product credit will be applied to your purchase of the initial product inventory purchased from our affiliate, R2 Distribution, LLC. The credit is only available for inventory for the first store the franchisee opens.

Generally, any incentive programs will be conditioned upon your execution of a Franchise Agreement and opening your Store by a specified date and may only be available for specific stores or in specified markets, which we determine at our sole discretion. We may alter or discontinue these programs at any time at our sole discretion without notice to you. These incentive programs may not be combined with any other incentive offer unless we otherwise indicate in writing. Furthermore, if you have executed a Franchise Agreement outside of the dates specified for the incentive programs, you are not eligible to receive the benefit of the incentive program.

ITEM 6
OTHER FEES

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Franchise Royalties[2]	Franchise Royalties range from 8% to 9% of your Gross Sales depending on percentage of R2 Products (as defined in the Franchise Agreement) sold.	Payable on the 5th day of the month based on the prior month's Gross Sales	Payments may be required to be made via electronic funds transfer ("EFT") some other method we approve
Advertising Cooperative Contributions[3]	Amount the Cooperative determines	As Cooperative specifies	Payable only if your Store is a member of an advertising cooperative
Marketing Spending Requirement[3]	3% of the Store's Gross Sales during the prior month	Payable monthly based on the prior month's Gross Sales beginning the 4th full month of your operation of the Store	Payable to approved vendors or to us.
Additional Training and Assistance[4]	Reasonable fee and expenses Currently, $250 per day plus expenses	2 weeks after billing	This is for additional assistance or training that you need, we require or you request; we train up to 3 persons initially, at no additional charge
Relocation Fee	Up to $3,000	Upon our approval of the relocation	Payable if you request that we approve the relocation of your Store
Transfer Fee (Franchise Agreement and Development Agreement)	$13,000	Upon our approval of the transfer	Payable when you sell your franchise or your development rights
Successor Franchise Fee	50% of the then current Initial Franchise Fee	At least 30 days prior to expiration of the term	Payable if you renew the franchise
Late Charge[5]	1.5% per month or maximum legal rate	Upon demand	Payable on all past due amounts

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Audit[5]	Cost of Audit	Upon demand	Due only if you fail to report or understate Gross Sales by 2% or more
Franchisee Convention	Up to $500 per person attending	When billed	We may charge you this fee to attend each franchisee convention (you also must pay your travel and living expenses); this fee is intended to help cover our conference costs and may increase if our costs increase
Product Purchases[6]	Varies based on quantity purchased	When billed	You pay our affiliate and/or our approved suppliers; payment will include cost of goods, taxes, shipping and handling
Liquidated Damages for violation of Manual[7]	$100 to $1,000 per day	Upon demand	Depending on the nature of the violation, these amounts are payable for each day you fail to comply with the mandatory terms of the Manual, offer for sale or sell unauthorized products or services or fail to satisfy the 70% threshold for Gross Sales of Complete Nutrition products.
Liquidated Damages upon Termination[8]	Average amount of monthly royalty fees and fees for prior twelve months, multiplied by the number of months remaining in the term	15 days after termination	You must pay liquidated damages upon termination to compensate us for lost royalties and fees.
Indemnification (Franchise Agreement and Development Agreement)	Will vary under circumstances	As incurred	Payable if anyone asserts claims against us arising from your Store operations
Costs and Attorneys' Fees (Franchise Agreement and Development Agreement)	Will vary under circumstances	As incurred	Payable if you fail to comply with the Franchise Agreement

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Taxes[9] (Franchise Agreement and Development Agreement)	Actual cost	Upon demand	
Interest on Late Payments to R2 Distribution	Lesser of 1.5% per month or highest rate allowed by law	Upon demand	Interest is payable on all past due purchases from R2 Distribution; until past due order is cleared, new orders will be cash in advance

NOTES

1 Except as noted above, all fees are imposed by and are payable to Complete Nutrition Franchising, LLC, and are non-refundable. All fees are imposed under the Franchise Agreement unless otherwise noted. Fees may not be uniformly imposed.

2. You are required to pay us a Franchise Royalty of between 8% and 9% of the Gross Sales from your Store by the 5th day of the month following the month in which the sales were made. "Gross Sales" means the total amount of all sales of products, services and merchandise sold from, though, or in connection with the Store, whether for cash, on credit, barter or otherwise, exclusive of applicable sales, use or service taxes. The percentage of Franchise Royalties you are required to pay us is determined pursuant to the following chart:

Percentage of Gross Sales Attributable to Sales of R2 Products	**Franchise Royalties Fees Percentage**
0-74	9%
75 and above	8%

At our request, you will authorize us to take the Franchise Royalties from you by electronic transfer, and you must pay all costs associated with utilizing an electronic funds transfer program.

3. We may designate a geographic area in which two or more Complete Nutrition stores are located as an area for an advertising cooperative (a "Cooperative"). The Cooperative's members in any area are the owners of all the Complete Nutrition stores operating in that area (including us and our affiliates, if applicable). You must contribute to the Cooperative in the amounts that the Cooperative determines. The contributions you pay to any Cooperative you are required to join will count towards your Marketing Spending Requirement.

Commencing on the 4th full calendar month of the operation of your Store, you must spend at least 3% of the Store's Gross Sales from the previous month on advertising, marketing and promotional programs for the Store (the "Marketing Spending Requirement").

4. We provide ongoing assistance free of charge for the first 6 months. Thereafter, we reserve the right to charge you a reasonable amount for any training or assistance we provide to you or your

employees after the opening of the Store. Currently, our standard training fee is $250 per day. You will also be responsible for any travel, meal, incidental, and lodging expenses incurred by persons conducting the training programs (our employees) and persons attending the training program (your employees). We will make available continuing advisory assistance in a manner we deem appropriate. If we send our representatives to your Store to provide this continuing assistance, we reserve the right to charge a reasonable fee for this type of assistance.

5. You must pay interest on any unpaid amounts at the rate of the lesser of 1.5% per month or the maximum legal rate in the jurisdiction where your Store is located. Interest begins to accrue on the due date of the applicable fee or other amount. In addition, if the amount of Gross Sales you report for any measured period is less than 98% of the actual Gross Sales for that period, you must reimburse us for all costs of the investigation or audit that uncovered the under-reported sales, including salaries, professional fees, travel, meals, and lodging.

6. Currently you must purchase certain items such as the nutritional supplements and health and food products for your Store from us or our affiliates. (See Item 8) The price terms and conditions for these purchases are contained on the price list that we or our affiliates will supply to you from time to time ("Price List"). We reserve the right, for ourselves and our affiliates, to update the Price List and change the terms and conditions for these purchases at any time on 30 days' notice. All of the individuals who guarantee the Franchise Agreement must also guarantee all of your purchases of products and equipment from us or our affiliates. You must pay for all taxes, shipping and handling costs. If you fail to pay for any products or equipment when payment is due, we or our affiliates can require you to pay for future products and/or equipment on a C.O.D. basis or withhold shipment of products and/or equipment in addition to requiring you to pay late fees and interest.

7. Uniformity of products and services offered by all Complete Nutrition Stores is of utmost importance to us, our franchisees and the System. If you offer to sell or do sell products or services that are not authorized or are not prepared in accordance with our Operations Manual, fail to satisfy the 70% threshold for Gross Sales of Complete Nutrition products, or if you fail to conform with any other mandatory standards set forth in the Manual, we will have the right to charge you for our damages caused by your non-compliance, which will be calculated at the rates set forth in the Operations Manual based on the type of violation, which amounts shall be between $100 and $1,000 per day for each violation. We have the right to collect these amounts in addition to any and all of our other rights for non-compliance provided for under the Franchise Agreement.

8. In the event we terminate the Agreement, you must pay us liquidated damages to compensate us for lost future royalties and fees. The amount of liquidated damages will be equal to the average amount of monthly royalty fees and other fees due us under the Agreement for the twelve months immediately preceding the termination of the Agreement, multiplied by the number of months remaining in the term of this Agreement. You must pay the liquidated damages payment no event later than fifteen (15) days after the effective date of the termination of the Agreement. Our right to receive the liquidated damages payment from you is in addition to and will not affect our other rights under the Agreement and applicable law (including our rights to collect other amounts owed, such as past royalties and fees, amounts due for product purchases, etc.).

9. You must pay us the amount of any State or local sales, use, gross receipts, or similar tax that the State or local government authority imposes on fees which you pay to us, without offset or deduction of any kind. Your obligation to reimburse us for these taxes does not extend to income-type taxes which a State or local government imposes on our income.

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]	$49,500	Lump Sum	When you sign the Franchise Agreement	Us
Rent[2]	$2,100 to $5,000	As Incurred	Monthly or As required under the Lease	Lessor
Deposits[3]	$2,100 to $5,000	Lump Sum	Prior to Opening	Lessor and Utility Companies
Build Out[4]	$52,000 to $85,000	As Incurred	As Arranged with Contractors	Lessor or Contractor
Licenses and Dues[5]	$350 to $1,250	As Incurred	Prior to Opening	Governing Agencies
Insurance[6]	$1,050 to $1,500	Monthly or Lump Sum	Prior to Opening	Insurance Carrier
Signage	$5,500 to $12,000	As Incurred	Prior to Opening	Approved Suppliers
Furniture and Fixtures[7]	$27,000 to $38,000	As Incurred	Prior to Opening	Approved Suppliers
Appliances	$0-$4,400	As Incurred	Prior to Opening	Approved Suppliers
Computer Hardware and Software[8]	$13,800 to $16,800	As incurred	Prior to Opening	Approved Suppliers
InBody or Similar Body-Analysis Equipment[9]	$6,700	Monthly or Lump Sum	When purchased or according to lease schedule	Approved Suppliers
Travel and Living Expenses while Training	$1,250 to $2,000	As Incurred	Prior to Opening	Airlines, hotels, restaurants, etc.
Initial Inventory[10]	$20,000 to $30,000	As Incurred	Prior to Opening	Our Affiliate, R2
Marketing Opening Expenses[11]	$15,000 to $20,000	As Incurred	As Incurred	Approved Advertising Agency
Turnkey Services[12]	$4,000	As Incurred	Prior to Opening	Approved Suppliers
Additional Funds[13] (3 month period)	$15,500 to $41,500	As Incurred	As Needed	Lessor, Employees, Approved Suppliers, Us, Our Affiliate
Estimated Total Range[14]	**$215,850 to $322,650**			

The chart above describes the estimated initial investment for a Complete Nutrition Store, whether it is a single franchise under our Single Store Franchise program or a Unit under our Multi-Unit Development Rights program.

The foregoing expenses are merely estimates. You are encouraged to make an independent investigation and analysis of the potential expenses which may be incurred in order to start your Store. This does not include the cost of purchasing real estate or constructing a building.

NOTES

1. INITIAL FRANCHISE FEE – The Initial Franchise Fee is $49,500, which is non-refundable. If you were to sign a Development Agreement, all of the amounts set forth above for the estimated initial investment would remain the same, except that instead of the Initial Franchise Fee, you would pay us a "Base Franchise Fee" upon execution of the Development Agreement. The Base Franchise Fee is non-refundable and is based on the number of Stores covered by your Development Agreement. The Base Franchise Fees and the consequent Estimated Initial Investment are set forth below:

Total Number of Franchised Units Purchased	**Base Franchise Fee**	**Estimated Total Range for Development Agreement**
2	$49,500	$423,700-$637,300
3	$91,000	$619,550-$939,950
4	$120,500	$815,400-$1,242,600
5	$150,000	$1,009,250-$1,543,250
6	$177,500	$1,198,100-$1,838,900
7	$200,000	$1,386,950-$2,134,550
8	$222,500	$1,575,800-$2,430,200
9	$245,000	$1,764,650-$2,725,850
10	$267,500	$1,946,000-$3,014,000

2. RENT – If you do not own adequate space, you must lease space for the Store. A franchised store is customarily established in local strip malls (and in some occasions a regional shopping mall). The minimum size of the building component of a franchise store requires an average of approximately 800 to 1,600 square feet for an In-Line strip mall location. Rental rates or deposits on an unknown location cannot be predicted in advance. However, the rental rates will most likely depend on the size and location of the Store. These costs will vary greatly depending on the metropolitan area where the Store will be located. These estimates are based on one month's rent in and around Omaha, Nebraska. In most cases, franchisees rent rather than purchase property. The initial investment assumes you will rent. If you purchase the property, your initial expenses will increase substantially. In most cases, rent includes utilities, so the costs of utilities have been included in the rent calculation above.

3. DEPOSITS – You may have to pay a landlord or utility companies security deposits or other fees prior to occupation of the premises or prior to the beginning of utility services. This figure will vary depending on the fees charged by the utilities and/or landlords. Typically, a landlord will require one month's rent as a security deposit.

4. BUILD OUT – Cost of construction will vary depending on many factors including size of space, condition, location of the space and price difference between various suppliers and contractors. All construction materials and fixtures must be in compliance with our and the landlord's specifications. The cost of the construction is your sole responsibility and may be required to be paid up front to the landlord or third parties prior to occupancy or it may be included in the monthly rental amount. This is an important factor for you to consider in choosing a location. The range of figures shown in this illustration is for a space in "ready to occupy" condition up to an "average" build out of a 1,400 square foot space. If you are taking over a location that has already been leased to a third party, it is also possible that you may sublease or be assigned an existing lease from a third party. The estimate includes an estimate for architectural services you will likely incur to have construction plans developed for the build-out of your Store. You will be responsible for paying all taxes associated with the build out, including use taxes.

5. LICENSES AND DUES – You will likely be required to obtain certain business licenses and food handling permits from specific governing agencies to operate your Store. You must secure these licenses prior to the opening of your Store. In addition, you are required to maintain a membership at a fitness club in your Territory. This estimate includes an estimate of the monthly dues for that membership.

6. INSURANCE – You are required by the Franchise Agreement. The type of insurance you are required to maintain is described in Section 5G of the Franchise Agreement. Often, your landlord will also require you to have adequate insurance coverage prior to occupying leased space. The cost of this insurance will vary based on many factors and may be paid in a lump sum annually, quarterly and sometimes monthly. We may designate an approved agent through whom you may obtain a quote and purchase your insurance. If you obtain your own insurance from any other agent, we must first approve the policy. These amounts represent three months of the premiums for the required insurance, including statutory workers' compensation deposits your state may require. The amount of workers' compensation deposits will vary depending on the state in which your Store is located.

7. FURNITURE AND FIXTURES – You will be required to purchase certain furniture, fixtures, and appliances for your Store from approved suppliers. Furniture, fixtures, and appliances may include display cases and racks, internal signs, track lighting and accent lighting, counters for servicing customers which includes a smoothie bar. These items will vary in price and must be purchased and installed before your Store opens for business.

8. COMPUTER HARDWARE AND SOFTWARE – You must purchase certain computer hardware and software. This estimate includes the Computer System described in Item 11 and the cost of a security and surveillance system.

9. INBODY OR SIMILAR BODY-ANALYSIS EQUIPMENT – You must purchase such InBody or similar body-analysis equipment as we may designate. The lower end of the range stated in the table above reflects the monthly cost of such equipment under a lease. The higher end reflects the cost to purchase such equipment.

10. INVENTORY – You must purchase your initial and ongoing inventory of nutritional supplements and related beauty and health products from us, our affiliate R2 or other sources we designate or approve from time to time pursuant to the specifications set forth in the Operations Manual (as defined in Item 11) and in accordance with the Franchise Agreement. The initial cost of the inventory will vary according to anticipated sales volume and current market prices for supplies.

11. MARKETING OPENING EXPENSES – This figure is the amount that you will pay for local advertising to promote the opening of your franchise and includes a required start- up and grand opening

marketing campaign of at least $6,000. This will be paid to our designated advertising agency which will typically purchase advertising from newspapers, radio stations, and various other media.

12. TURNKEY SERVICES – We have partnered with a designated vendor to provide services, including real-estate site selection, lease negotiation and review, construction management, and other related services. We refer to these services as "store-opening services."

13. ADDITIONAL FUNDS – These amounts reflect estimates attributable to three months' worth of additional funds for staff salaries and operating expenses (other than the items identified separately in this table). The estimate of working capital includes legal fees but does not include an owner's salary or draw, nor does it include any finance charge, interest, or debt service obligation. These figures are estimates and you may have additional expenses in order to start the business. Your costs will depend on factors similar to these: how closely you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and sales level reached during the initial period.

14. TOTAL – Costs and expenses can vary depending on factors like local real estate values and the cost of labor and supplies. We rely on the prior operating experience that we, our predecessor, and our affiliates have with opening Complete Nutrition Stores to compile these estimates. We also rely on information obtained from our current franchisees. Actual costs will vary depending on location, physical size, and current condition of the premises. Except as described above, none of the amounts listed are refundable. Your financial condition and arrangements negotiated by you, and the business decisions made by you, will also affect these costs. There can therefore be no assurance that the experience of a particular franchisee will correspond with the information presented above. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Store according to our System. In order to ensure that the System is uniformly maintained, we have established standards and specifications for you to follow which are described in our Operations Manual. You are required to purchase all products, services (including site identification, lease negotiation, construction management and related services to establish your Store), supplies, fixtures, inventory, equipment, computer hardware and software, and materials required for the operation of the Store from manufacturers, suppliers or distributors that we approve, or from other suppliers who meet our specifications and standards and to which we consent. The computer hardware and software you are required to purchase from an approved supplier is described in detail in Item 11. Specification of a supplier may be conditioned on requirements relating to, among other things, frequency of delivery, standards of services, including prompt attention, as well as payments, contributions, or other consideration to us, our affiliates, any advertising fund and/or otherwise, and may be temporary, in each case in our reasonable discretion. We may, from time-to-time withhold, condition and/or revoke our approval of particular items or suppliers in our reasonable discretion. We have imposed these requirements in order to assure quality and uniformity of the decor and products sold to customers. Approved suppliers will be designated in the Manual or some other writing delivered to you. We may modify the list of approved brands, products and suppliers, and will notify you, in writing, of any modification.

Currently, you are required to purchase from our affiliate, R2, a portion of your initial and ongoing inventory of nutritional supplements and related beauty and health products. R2 is the only supplier of these products. We reserve the right to amend the price of any products or supplies, which will be determined based on our current Price List. We may designate other approved vendors for the

remaining portion of your inventory purchases, as well as vendors for certain furniture, fixtures, and equipment pursuant to the establishment and operation of your Store. Products purchased from R2 (or any other affiliate we may designate in the future) are proprietary, and are an integral part of the System and constitute valuable trade secrets of us and our affiliates. Any products purchased from us or our affiliates will generally be at prices exceeding our or our affiliates' costs. Except for ownership in our affiliates, there is no designated supplier that is owned, in whole or in part, by any of our officers, but we reserve the right to do so in the future. In the year ending December 31, 2016, we received no revenue from the sale of products and services to our franchisees. In the year ending December 31, 2016, our affiliate R2 received revenue of $20,560,362 from the sale of products and services to our franchisees.

If you wish to purchase or lease any goods, products, equipment or supplies not approved by us as meeting System specifications, you must first notify us. We may require you to submit sufficient photographs, drawings and/or other information and samples to determine whether these goods, products, equipment, or supplies meet our specifications. Our standards and specifications may impose minimum requirements for delivery, performance, design and appearance. We will advise you within a 30-day period whether these goods, products, equipment or supplies meet our specifications. We may require your proposed supplier, submit an application to us, pay us an application fee (currently $150), to execute a confidentiality agreement regarding the product and our standards, and reimburse us for any sample testing fees or expenses that we incur.

We and our affiliates reserve the right to negotiate with various vendors for quantity discount contracts, which may include rebates to us or our affiliates under these contracts. You may or may not find the contracts to your advantage and may elect to participate or not to participate in them. We have the right to condition or revoke your right to participate in any supplier programs if you are in default under the Franchise Agreement. We have the right to affiliate ourselves with suppliers or become an approved supplier or the sole supplier, and/or receive revenues, rebate, commissions, or other benefits from purchases made by our franchisees. In the fiscal year ending December 31, 2016, we received rebates from some of our approved vendors ranging from $6,973.58 to $22,134.21, based on the purchases made by Complete Nutrition Stores.

The purchase of products from approved sources will represent approximately 24% to 30% of your overall purchases in opening the franchise and approximately 40% to 45% of your overall purchases in operating the franchise.

There are currently no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms), for the benefit of the franchise system. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

In addition to the purchases or leases described above, you must buy and maintain, at your own expense, insurance coverage that we require and to meet the other insurance-related obligations, all of which are described in greater detail in Section 5G of the Franchise Agreement. The cost of coverage will vary depending on the insurance carrier's charges, terms of payment and your history. We may, from time to time, in our sole discretion, make such changes in minimum policy limits, coverage, and endorsements as we may determine. All insurance policies must name us as an additional insured party. Currently, the minimum insurance coverage for the Store is as follows:

- $1,000,000/$2,000,000 premises, products, completed operations (each occurrence)/$4,000,000 general aggregate including products and completed operations
- Minimum Fire damage $300,000
- Minimum Medical Expenses $15,000

- $1,000,000 auto liability limit if franchisee owns vehicles or $1,000,000 hired and non-owned if franchisee does not own vehicles
- $500,000/$1,000,000 employer's liability workers' compensation limit
- $1,000,000 umbrella liability limits
- Cyber liability

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 AGREEMENT	DISCLOSURE DOCUMENT ITEM
a.	Site selection and acquisition/lease	Sections 2A and 2B and Exhibit C of the Franchise Agreement	Items 7 and 11
b.	Pre-opening purchases/leases	Sections 2C to 2E, 5A, 5G, and 5I of the Franchise Agreement	Items 5 7 and 8
c.	Site development and other pre-opening requirements	Sections 2C to 2E of the Franchise Agreement	Items 6, 7 and 11
d.	Initial and ongoing training	Section 4 of the Franchise Agreement	Items 11
e.	Opening	Section 2E of the Franchise Agreement and Section II.A of the Development Agreement	Items 11
f.	Fees	Sections 6, 13C and 14C of the Franchise Agreement, and Section IV of the Development Agreement	Items 5 and 6
g.	Compliance with standards and policies / operating manual	Section 4D and 5 of the Franchise Agreement	Items 8 and 11
h.	Trademarks and proprietary information	Sections 10 and 11 of the Franchise Agreement	Items 13 and 14
i.	Restrictions on products/services offered	Section 5E of the Franchise Agreement	Items 8 and 16
j.	Warranty and customer service requirements	Sections 5F and 5I of the Franchise Agreement	Not Applicable
k.	Territorial development and sales quotas	Sections 2 and 4 of the Franchise Agreement and Section II of the Development Agreement	Item 12
l.	Ongoing product/service purchases	Section 5E of the Franchise Agreement	Items 6 and 8
m.	Maintenance, appearance and remodeling requirements	Sections 2C, 5A, and 5I of the Franchise Agreement	Item 11

	OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
n.	Insurance	Section 5G of the Franchise Agreement	Items 7 and 8
o.	Advertising	Section 7 of the Franchise Agreement	Items 6 and 11
p.	Indemnification	Section 17B of the Franchise Agreement and Section X.B of the Development Agreement	Item 6
q.	Owner's participation/management/staffing	Section 5B of the Franchise Agreement	Items 11 and 15
r.	Records and reports	Section 8 of the Franchise Agreement	Item 6
s.	Inspection and audits	Section 9 of the Franchise Agreement	Item 11
t.	Transfer	Section 13 of the Franchise Agreement and Section VI of the Development Agreement	Items 6 and 17
u.	Renewal	Section 14 of the Franchise Agreement	Items 6 and 17
v.	Post-termination obligations	Section 16 of the Franchise Agreement	Item 17
w.	Non-competition covenants	Sections 12 and 16E of the Franchise Agreement	Items 15 and 17
x.	Dispute resolution	Section 18E and 18F of the Franchise Agreement and Section VIII of the Development Agreement	Item 17
y.	Liquidated Damages	Sections 5I and 16B of the Franchise Agreement	Item 6
z.	Other: Supply Agreement	N/A	Exhibit H

ITEM 10
FINANCING

We do not offer direct financing. We do not guarantee your note, lease or obligation.

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

Except as listed below, Complete Nutrition Franchising, LLC, is not required to provide you with any assistance.

Before you open your Store, we or our affiliates will:

(1) Approve or disapprove a site for your Store. We do not currently own sites for leasing to franchisees (Franchise Agreement – Section 2A). Our consent to a particular site should not to be regarded as an endorsement by us of any particular site, nor will it constitute a warranty by us as to the future success of the Complete Nutrition Store at that location. You are responsible for investigating the site and having any leases or sale contract for the site reviewed and approved by your attorney. If you and we cannot agree upon a site, we may provide you with reasonable additional time, in our discretion, to obtain an acceptable site. You are required to use our approved supplier to provide site identification, lease negotiation, construction management and related services used to locate and establish your Store, but you are ultimately responsible for choosing the site for your Complete Nutrition Store.

Generally, we approve locations that have good traffic, with easy access and good visibility, sufficient parking, meet square footage specifications, and other physical and commercial characteristics. The location of competing business(es) is also taken into consideration. We also look at demographics, including homes in the area as well as median income levels. The likely location for a Complete Nutrition Store is generally a strip or regional mall. However, we have the absolute right to reject any site that does not meet these criteria. You must submit the information that we request when you propose a site. We will use reasonable efforts to review and accept the sites you propose within 30 days after receiving all requested information and materials. (Franchise Agreement – Section 2A)

(2) Approve or disapprove the lease for the Store. If you intend to lease a site, you will submit a copy of the proposed lease to us, within 30 days of our consent to the site. Within 10 days of execution of the lease, you shall provide us a copy of the executed lease. The lease must include substantially the terms in the Lease Rider that is Exhibit C of the Franchise Agreement. (Franchise Agreement – Section 2B)

If you intend to own the site, you will furnish to us proof of ownership or an executed sale contract within 90 days after we consent to the site. You shall create a separate entity to own the site and then lease the site to you at its full rental value and on commercially reasonable terms (including the terms in the Lease Rider) for the term of the Franchise Agreement.

(3) Designate your Territory (Franchise Agreement – Section 3A, Exhibit A).

(4) Provide you mandatory specifications and layouts for the Store, including requirements or recommendations (as applicable) for dimensions, design, interior layout, décor, and operating assets. These specifications and layouts might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under zoning regulations, environmental laws and regulations, other applicable ordinances, building codes or permit requirements, or any lease requirements or restrictions. You will construct the Store in accordance with specifications and plans prepared by you based upon our standards, subject to our right to consent. The cost of plans and specifications shall be borne by you. Our consent shall be limited to review of such plans to assess compliance with our design standards for Complete Nutrition Stores, including such items as trade dress, presentation of trademarks, and the provision to the potential customer of certain products and services that are central to the functioning of the Store. We may periodically inspect the Store's site during its development but have no obligation to do so. (Franchise Agreement –Section 2C).

(5) Provide you and your personnel with initial training, which we describe in detail later in this Item (Franchise Agreement – Section 4A).

(6) Provide you access to our operating manual and other technical manuals ("Operations Manual") (Franchise Agreement – Section 4D).

The Operations Manual, which may be in any format we determine (i.e., in writing, on CD-Rom, on a secure website, etc.), is confidential and remains our property. You will operate your Store in strict compliance with those operational systems, procedures, policies, methods, and requirements found in the Operations Manual that are designated as mandatory and in any supplemental bulletins and notices, revisions, modifications, or amendments, all of which are a part of the Operations Manual.

You must treat the Operations Manual, any other manuals or written materials provided by us or our affiliates for use in the operation of the Store, and the information contained in them, as confidential, and you must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make them available to any unauthorized person. The Operations Manual will remain our sole property and must be kept in a secure place within the Store. It must be returned to us upon termination or expiration of your Franchise Agreement.

We have the right to make additions to, deletions from, or revisions to the Operations Manual that you have to comply with at your own cost. You must ensure that the Operations Manual is kept current at all times. If there is any dispute as to the contents of the Operations Manual, the terms of the master copy we maintain, at our principal office, will be controlling.

The Operations Manual is 300 pages in length. The Operations Manual's current table of contents is attached to this disclosure document as Exhibit D.

(7) Provide approved suppliers or specification for the products and services you need to equip your Store (Franchise Agreement – Section 5.E).

We or our affiliates will provide some items and we will provide names of approved suppliers for some other items. We do not deliver or install any items (Franchise Agreement – Section 5A).

(8) Consult with you and prepare a written start-up marketing program for the Store that contemplates spending the Marketing Opening Expenses. You must implement the approved program according to our requirements. You must use the Marketing Opening Expenses to pay providers of products and services according to the approved start-up marketing program (Franchise Agreement – Section 7A).

Time for Opening the Franchised Business

We estimate that the typical length of time between signing of the Franchise Agreement and the opening of your Store will take approximately 180 days. Factors affecting the length of time usually include obtaining a satisfactory site, zoning and governmental requirements, financing arrangements, building improvements, and purchase and installation of equipment, fixtures, and signs. The opening of the Store may be delayed only if such delay is caused by contingencies not within your control, such as acts of God, governmental restrictions, strikes or labor disputes. You are required to use your best efforts to cure any of these delays and any of these delays in opening shall only be permitted for a period of days equal to the number of days during which the events actually prevent completion. You must promptly notify us of any delay. The Manual contains a list of pre-opening requirements, which you must complete before you open your Store. We have the right to conduct a physical inspection of your Store prior to opening to determine if you have complied with all of these requirements. If you do not open your new Store within one year of signing the Franchise Agreement, we may terminate the Franchise Agreement.

During operation of your Store, we or our affiliates will:

(1) Furnish you, at your request, with operational guidance and assistance, including guidance on standards, specifications, operating procedures and methods, employee training methods and procedures (although you are responsible for hiring your employees and for the terms and conditions of their employment), and accounting, advertising and marketing. We reserve the right to charge a reasonable fee for this assistance (Franchise Agreement — Section 4E).

(2) At our option, establish a restricted website providing communications among us, our affiliates, you, other Complete Nutrition franchisees, and other persons and entities to whom we (in our judgment) periodically determine to give access (the "Extranet"). We may make the Extranet part of the System Website, which we describe in more detail later in this Item. The Extranet will provide the features, services, and functionality that we periodically specify.

You must comply with the requirements that we periodically specify concerning connecting to the Extranet and using the Extranet in operating your Store. This includes entering the information concerning all Gross Sales of the Store using the Extranet in the manner that we periodically specify. We will own all intellectual property and other rights in the Extranet and all information it contains. We may implement and periodically modify terms and conditions relating to the Extranet and, at our option, may discontinue the Extranet, or any services offered through the Extranet, at any time (Franchise Agreement — Section 5D).

(3) Continue to provide you access to our Operations Manual (Franchise Agreement – Section 4F).

(4) Sell to you, directly or through an affiliate, our proprietary nutritional supplements and related beauty and health products, or in the alternative provide you with another approved supplier for these products (Franchise Agreement – Section 5D).

(5) Provide an e-commerce sharing program for so long as we determine and on the terms and conditions we determine from time to time. We have no contractual obligation to share revenue from our sale of products on the Internet, but we currently remit to each franchisee in good standing 67% of the net profits we earn (less the applicable Franchise Royalties due on such Gross Sales) from the sale of Complete Nutrition-branded products purchased on the Internet website we control (www.completenutrition.com) by purchasers with a billing address within the franchisee's Territory. We reserve the right to modify or discontinue the e-commerce sharing program at any time, with no compensation to you.

ADVERTISING

Advertising Fund.

We have established an Advertising Fund (the "Advertising Fund"). Although you are not required to contribute to this Advertising Fund, we, in our absolute sole discretion may contribute a portion of your Royalty Fees to the Advertising Fund from time to time. Currently we contribute a portion equivalent to 2% of your Gross Sales to the Advertising Fund, but we are under no obligation to continue to do so. We agree that the Advertising Fund will be made available for the payment of all costs associated with the creation, production, distribution and administration of advertising materials we may develop or have developed, and for any taxes incurred on these funds. The Advertising Fund is intended to maximize recognition of the Marks and the patronage of Complete Nutrition Stores generally. Although we will try to use the Advertising Fund to develop advertising and marketing materials and programs that will benefit all Complete Nutrition Stores, we do not ensure that the Advertising Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Advertising Fund

contributions by Complete Nutrition Stores operating in that geographic area or that any Complete Nutrition Store benefits directly or in proportion to its Advertising Fund contributions. We do not need to spend any of the Advertising Fund in your Territory. These funds will be used for advertising on television, radio, direct marketing mailings, the newspaper, the Internet and other media. We have the right to determine the type of advertising and the media in which it will appear. We have the sole right to formulate and make policy decisions concerning every aspect of the advertising and franchise-expansion program, consistent with applicable law. We do not have to spend the Advertising Fund contributions during any specific time period. Advertising may be handled by an outside advertising agency we select. We do not spend any funds from the Advertising Fund on advertising that is principally a solicitation for the sale of franchises, except that we will use portions of the Advertising Fund towards the costs of any website we may maintain, which website may contain information about our franchising programs. The Advertising Fund does not have audited financials prepared; however, its unaudited financial statements will be made available to you at your reasonable request. If we do not use all of the Advertising Fund contributions in a particular fiscal year, the remaining contributions will be carried over to the next fiscal year and be included in that year's advertising budget. We are entitled to reimbursement from the Advertising Fund to cover our administrative and overhead expenses associated with operating the Advertising Fund.

The Advertising Fund is not our asset. The Advertising Fund is not a trust. We have a contractual obligation to hold all Advertising Fund contributions for the benefit of the contributors and to use the contributions only for their permitted purposes as described above. We have no fiduciary obligation to you for administering the Advertising Fund.

In the 2016 fiscal year, 100% of the money spent from the Advertising Fund was spent on website development and national advertising expenditures online.

Opening Advertising

You must spend a minimum of $6,000 for grand opening advertising and sales promotions including $1,000 for local public relations, influencer-relationship building, and media pitching prior to 30 days before opening and during the initial 90 days after your Store opening. These "Marketing Opening Expenditures" do not count towards the Marketing Spending Requirement (as described below). Within 120 days after the opening of the Store, you must provide us proof of your advertising and sales promotion expenditures in the form, and with the detail, including copies of all grand opening advertising materials and receipts, as we request.

Advertising Cooperatives

We reserve the right to identify advertising markets that may benefit from the formation of a Cooperative in the future, and we reserve the right to change, dissolve or merge any established cooperative. All cooperatives are required to operate under a Membership Agreement we designate. All Complete Nutrition Stores located in an area after a Cooperative has been established will be required to become members of the Cooperative. All members of a Cooperative will be required to pay monthly contributions to the Cooperative in the amount set forth by the governing body of the Cooperative. This contribution counts against the Marketing Spending Requirement. The members and their elected officers are responsible for the operation of the advertising cooperative, but we may control the Cooperative's formation, organization, governance, administration and operation, including all advertising, marketing and promotional activities. We have the right to approve all advertising, marketing, and public relations activities of the Cooperative. A member of our staff will be a non-voting, advisory member of any Cooperative's governing body. All Company Stores will contribute to any Cooperative in whose region they are located on an equal basis as franchisee-owned Complete Nutrition Stores that are members of the

Cooperative. Upon request, we will provide you with a copy of any applicable governing document for a cooperative you are required to join. The unaudited financial statements of any cooperative of which you are a member will be made available to you at your reasonable request.

Marketing Spending Requirement

Commencing on the 4th full calendar month of your operation of the Store, you must spend at least 5% of the Store's Gross Sales each calendar month on advertising, marketing and promotional programs for the Store. The Marketing Spending Requirement will not include the Marketing Opening Expenses, but will encompass Cooperative contributions and other advertising expenses you incur to promote your Store. We may review your books and records from time to time and require you to submit reports periodically to determine your advertising, marketing and promotion expenses.

Approval of Advertising

All of your (and your Cooperative's) advertising, promotion and marketing must be completely clear, factual and not misleading and conform to the highest ethical standards and the advertising and marketing policies that we periodically specify. Before using them, you must send us for our approval samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved within the previous 6 months. If you do not receive written notice of disapproval from us within 15 days after we receive the materials, they are deemed approved. You may not use any advertising, promotional, or marketing materials that we have disapproved (Franchise Agreement – Section 7). You may not advertise or use in advertising or other form of promotion, the Marks without the appropriate copyright, trademark, and service mark symbols ("©", "®", "TM" or "SM") as we direct. We may, in our sole discretion, provide advertising or marketing materials to you at a reasonable cost.

Electronic Advertising

We maintain an Internet website, www.completenutrition.com, which we control. We may provide contact information for the Store on our web site for so long as we determine. All of the information on these or any other pages of our web site remains subject to our control and approval. Subject to our right to consent, you may be permitted to create a social media account from which to advertise your Store on the Internet (such as on LinkedIn, Facebook or Twitter). Any permission to create a social media account for the Store shall only be for such time as we permit and shall be on the terms and condition we specify from time to time in the Operations Manual, which may restrict the content that you are permitted to post to the social media outlet. We have the right to require a modification of or to cease granting you permission to develop, operate or maintain any such website, mobile app or social media outlet at any time, and to require you to give us administrative control and/or log-in information for any such websites, mobile app, or social media site outlet you operate for the promotion of the Store. Except as otherwise provided in the Operations Manual or otherwise in writing from us, you may not maintain a presence on the Internet for your Store. Any advertising on the Internet, delivered by facsimile, electronic mail or other electronic means shall be pre-approved by us and on terms specified by us (Franchise Agreement – Section 7E).

Advertising Council

We do not have any advertising councils composed of franchisees that advise us on advertising policies.

COMPUTER SYSTEM

You must obtain and use the electronic cash register and computer hardware and software that we periodically specify, including hardware components, dedicated telephone and power lines, modems, credit-card scanners, printers, and other computer-related accessories and peripheral equipment (the "Computer System"). You currently will use the Computer System to access the Extranet and to input and access information about your members, sales and operations. The Extranet also will function as a web-based point-of-sale system for all transactions at the Store. The Computer System will store data and information about the Store's finances and operations based on information you input. We will have unlimited, independent access to all of the information and data in the Computer System (Franchise Agreement - Section 2E).

The Computer System currently includes the Radiant Counterpoint Software. You must acquire software downloads from the developer of that software so that your Computer System can access the primary software over the Extranet. The Computer System's hardware components include a processor, credit card swipes, and receipt and other printers, which are generally available from a number of retailers. It will cost between $3,000 and $5,000 to buy the Computer System's components when you develop the Store. This amount is included in the $13,800 to $16,800 total costs associated with the purchase of the entire Computer System. You need not obtain, and no party has any obligation to provide, any specific maintenance, repairs, updating, upgrading or support contracts for the Computer System. Because of varying market conditions and retailers who provide the Computer System's components, we are unable to estimate the annual cost of any optional maintenance, updating, upgrading or support contracts.

We may revise our specifications for hardware and software as we determine necessary to meet the needs of the System and there is no contractual limitation on our ability to require the hardware or software to be improved or upgraded. We reserve the right to require different or additional software programs and hardware at any time in the future and you will be responsible for the cost of any new, modified or updated programs and the hardware. You have 60 days after we deliver notice to you, to comply with any new, modified or updated programs and hardware.

TRAINING

Upon signing the Franchise Agreement, you will be given access to Complete Nutrition's learning management platform which is an online set of courses that comprise a part of our initial training program. We may require you to complete certain courses prior to your attendance at our Franchise Boot Camp (described below).

At least 30 to 90 days before you open your Store, you (or your Managing Owner) must attend and complete to our satisfaction our in-person initial training program ("Franchise Boot Camp"). We will provide Franchise Boot Camp for no additional fee for up to 4 people associated with your Store, including you (or your Managing Owner), but you are responsible for wages, travel and living expenses for you and your employees during training. Any of your managers and/or additional employees must receive training at the same time as you (or your Managing Owner). You (or your Managing Owner) must achieve a score of at least 85% on the Franchise Boot Camp final exam in order to be deemed to have completed initial training to our satisfaction. If you do not meet this minimum score, you must attend additional training as we determine and at your expense. We reserve the right to charge a reasonable fee for this additional training. We have the right to terminate the Franchise Agreement if you are unable to achieve a passing score on the Franchise Boot Camp final exam after we provide additional training.

Franchise Boot Camp consists of classes conducted at our corporate headquarters in Omaha, Nebraska or other designated locations. The training covers the basic aspects of establishing and operating a Complete Nutrition Store. The duration of this training will depend upon your experience, aptitude, and progress.

Franchise Boot Camp is anticipated to last for at least 7 days, or until we feel you are fully competent to operate an independent franchise. However, if you currently operate a Complete Nutrition Store, the training program is not mandatory, unless we deem it necessary. All initial training is generally conducted for you and your employees after the Franchise Agreement has been signed and while the Store is being developed. There currently are no fixed (i.e. monthly or bi-monthly) training schedules; the training programs are given on an as-needed basis.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Foundations and Products	8	0	Omaha, NE
Operational Excellence	8	0	Omaha, NE
Leadership	8	0	Omaha, NE
Financial Accounting	8	0	Omaha, NE
Marketing and Growing the Business/Smoothie	8	0	Omaha, NE
The In-store Experience	10	minimum of 40	Omaha, NE
Learning Center online training	20-40	0	Omaha, NE
TOTAL HOURS	**70-90**	**40**	

Note that some subjects may be intermingled and time periods and subject matter may be subject to change. Most of the training materials will be found on our intranet, LMS platform, and in our Operations Manual. The hours listed for "On the Job" will typically include more than one subject matter. It is the nature of the retail supplement business that all aspects of training are integrated. The above are merely estimates.

All training will be conducted by one of our qualified training staff under the direction Amy Roberts, our Training Manager. Ms. Roberts has been a part of the Complete Nutrition System since January 2014, working as Marketing Programs Manager. In January 2017, she became our Training Manager. Ms. Roberts has been involved in the fields described in the table above since January 2014.

Various Complete Nutrition field consultants and sales trainers will conduct the in store experience portion of our training program. These individuals will all be experienced members of the Complete Nutrition system capable of providing insight into the day-to-day operations of Complete Nutrition stores, as well as insight into how to provide the "WOW" customer experience that is a hallmark of our System.

We may also offer additional mandatory, optional, refresher, advanced or other training programs or seminars from time to time, addressing common problems experienced by you or addressing new products, services, or techniques to be utilized by our franchisees. Any additional or refresher training may be deemed mandatory by us. We may elect to charge a reasonable fee for any training provided after the opening of the Store. As with initial training, you are solely responsible for paying the compensation

of your trainees as well as your trainees' travel, lodging and personal expenses. The location, duration, and content of such refresher training programs are determined on an as-needed basis.

We currently hold an annual franchise convention in Omaha, Nebraska, which is mandatory for all franchisees or their designated managers. The annual convention is intended to offer additional training and certifications to our franchisees. You are solely responsible for paying the compensation of you attendees as well as your attendees' travel, lodging and personal expenses. We reserve the right to discontinue the annual convention program at any time, or hold at another location.

Any training provided by us to any of your employees will be limited to training or guiding the employees regarding the delivery of approved services to clients in a manner that reflects the customer and client service standards of the System. You are, and will remain, the sole employer of your employees during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You must ensure that your employees receive adequate training.

ITEM 12
TERRITORY

FRANCHISE AGREEMENT

You will operate your Complete Nutrition Store only at an approved site identified in the Franchise Agreement. You may not conduct business at any site other than the Store. You will be granted a territory (the "Territory"), which will be determined when we both agree on the site as described in Exhibit A of the Franchise Agreement. Your Territory will be tailored to your specific site's demographics (there is no minimum geographic territory). A typical Territory is comprised of the lesser of a 2 mile radius around the Store or a geographic radius around the Store encompassing a population of approximately 60,000. So long as the Franchise Agreement is in force and you are not in default under it or any other agreement with us or any affiliate of ours, neither we nor our affiliates will own or operate or franchise or license others to own or operate a Complete Nutrition Store within the Territory.

Except as limited above in this Item 12, we and our affiliates retain all rights with respect to Complete Nutrition Stores, the System, the Marks, the sale of similar or dissimilar products and services and any other activities we deem appropriate whenever and wherever we desire, including (1) the right to own or operate, or license others to own or operate Complete Nutrition Stores immediately adjacent to your Territory or anywhere outside of your Territory; (2) the right to operate or license other to operate similar businesses or any other businesses and services under trademarks or service marks other than the Marks in any location, both inside or outside of your Territory; (3) the right to operate or license other to operate businesses that are not similar to a Complete Nutrition Store under the Marks in any location, both inside or outside of your Territory; and (4) the right to offer any products or services (including the products and services you offer at the Store) through other channels of distribution (including grocery stores, the Internet and other non-retail supplement store outlets) both inside and outside of your Territory, and we may promote products bearing the Marks at special events, athletic contests, etc., through temporary locations and mobile units. We are not required to pay you if we exercise any of the rights specified above inside your Territory. We grant you what is considered an exclusive territory under the FTC Franchise Rule.

You are not restricted from soliciting or accepting orders from consumers outside of the Territory (if we approve the solicitation materials and programs). You may not use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales (as opposed to advertising and marketing) outside of the Territory, because you may only make sales at the Store. You have no territorial protection in any area outside of your Territory. Except as described above in this

paragraph, we do not restrict you from soliciting business from outside the Territory, but you may only offer services at your Store and you do not have the right to use other channels of distribution to make sales outside of the Territory.

Under our Single Store Franchise Program, you do not receive the right to acquire additional franchises either within or outside your Territory, but we may consider granting you multiple franchises. You must sign a separate Franchise Agreement for each Complete Nutrition Store.

During the operation of your Store, you must have at least 70% of your Gross Sales each month result from the sale of R2 Products. If you fail to reach this minimum, we reserve the right to either assess a fine or terminate the Franchise Agreement by written notice to you.

You must obtain our written permission before you relocate your Complete Nutrition Store. We may approve or disapprove a proposed relocation in our sole discretion. In order for a proposed relocation to be eligible for approval, the new location must meet our minimum standards for a Complete Nutrition Store, and you must agree to pay all costs and expenses of relocating your Store, including the cost of a demographic study and up to $3,000 of our costs and expenses in reviewing the proposed relocation site and any new lease or purchase contract related to the new site. Our approval may be further conditioned on renegotiating the boundaries of your Territory. Except for the renegotiation in connection with a relocation, there are no circumstances in which we are permitted to modify your Territory.

Although we and our affiliates have the right to do so, neither we nor our affiliates own, operate or franchise, and have no plans to own, operate or franchise, other businesses selling similar products or services under trademarks or service marks other than the Marks.

We and our affiliates have the right to purchase, be purchased by, merge with, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as "Complete Nutrition Stores" operating under the Marks or any other marks following the purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be within your Territory, near your Territory, or near your location).

DEVELOPMENT AGREEMENT

If you sign the Development Agreement, you (and your Controlled Affiliates) are granted the right to develop and operate a specified number of Units within the Area, which may be one or more cities, counties, states or some other defined area. During the term of the Development Agreement, we may not own, operate, franchise or license any other Complete Nutrition Stores in your Area. Until the termination, expiration or transfer of the Development Agreement, you retain your right of exclusivity as long as you comply with the Schedule (Exhibit A of the Development Agreement). If you fail to meet any of your obligations under the Development Agreement, including compliance with the Schedule, or breach any Franchise Agreement signed by you (or any of your Controlled Affiliates), we may terminate your right to develop, open and operate new Units within the Area. However, the termination of the right to develop your Area will not terminate any rights granted under any Franchise Agreements then in effect between you (or any Controlled Affiliates) and us in which you (or the Controlled Affiliates) are in compliance. After the expiration or termination of your Development Agreement, we may own, operate, franchise or license others to operate additional Complete Nutrition Stores anywhere, without restriction, including in your Area, except for any Territories under your Franchise Agreement(s) that then remain in effect.

Except as limited above in this Item 12, we and our affiliates retain all rights with respect to Complete Nutrition Stores, the System, the Marks, the sale of similar or dissimilar products and services and any other activities we deem appropriate whenever and wherever we desire, including (1) the right to own or operate, or license others to own or operate Complete Nutrition Stores immediately adjacent to your Area or anywhere outside of your Area; (2) the right to operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Marks in any location, both inside or outside of your Area; (3) the right to operate or license others to operate businesses that are not similar to a Complete Nutrition Store under the Marks in any location, both inside or outside of your Area; and (4) the right to offer any products or services (including the products and services you offer at your Store) through other channels of distribution (including grocery stores, the Internet and other non-retail supplement store outlets) both inside and outside of your Area, and we may promote products bearing the Marks at special events, athletic contests, etc., through temporary locations and mobile units. We are not required to pay you if we exercise any of the rights specified above inside your Area.

You have no options, rights of first refusal or similar rights to acquire additional franchises except as provided in the Development Agreement. Under the Development Agreement, the continuation of the territorial protections which are listed above is dependent upon your compliance with the Schedule, as described above.

ITEM 13
TRADEMARKS

We grant you the right to operate a retail nutrition store under the Marks. The Marks are owned by Complete Nutrition IP, LLC. The Marks have been registered on the Principal Register of the United States Patent and Trademark Office. The principal Marks are:

MARK	REGISTRATION DATE (APPLICATION DATE)	REGISTRATION NUMBER (SERIAL NUMBER)
RECLAIM	September 13, 2005	2994199
COMPLETE NUTRITION. LOOK BETTER, FEEL BETTER, PERFORM BETTER (and Design)	September 4, 2007	3287914
CTS360	July 12, 2011	3995221
COMPLETENUTRITION (and Design)	August 9, 2011	4009120
XALT	May 1, 2012	4136995
3PLENISH	December 4, 2012	4254116
ELITE GOLD	February 12, 2013	4290282
ISO-Z5	February 12, 2013	4290283
SEN-FRX	February 12, 2013	4290310
TRIM 10	March 26, 2013	4309002
MANCORE	May 28, 2013	4344228
REFIRM	May 28, 2013	4344229
PRIME DRIVE	June 11, 2013	4351523
PRIME TRIM	June 11, 2013	4351524
TRUFORM	October 1, 2013	4412255
PRIME ABS	April 22, 2014	4519266
EMBODYLEAN	August 2, 2016	5014223
EMBODYMENTS	August 2, 2016	5014400
COMPLETE NUTRITION	January 31, 2017	5131153

Our affiliate has filed, or intends to file when due, all required affidavits for each of the listed trademarks. None of the registrations for the listed trademarks are yet due for renewal, but our affiliate intends to file all renewals when due.

Under a license agreement with Licensing dated January 1, 2012, Complete Nutrition IP, LLC has licensed us to use the Marks and to sublicense the Marks to our franchisees to use in operating Complete Nutrition Stores. The license agreement has an indefinite term.

There are no agreements which significantly limit our rights to use or license the use of the Marks in the United States.

We will grant you a nontransferable, non-sublicensable, non-exclusive license to use the Marks at the Store. You must follow our rules when you use the Marks. You cannot use the Marks as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

There are currently no effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, and no pending infringement, opposition or cancellation proceedings, and no pending material litigation involving the Marks.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or any claim by any person of any rights in any Mark. We will have the sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation or administrative proceedings arising out of such infringement, challenge or claim. You must execute any and all instruments and documents, provide such assistance, and take any action that may be necessary or advisable to protect and maintain our interest in any litigation or other proceeding or otherwise to protect and maintain our interest in the Marks. The Franchise Agreement does not require us to participate in your defense, but we will reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under the Franchise Agreement if you have timely notified us of, and complied with our directions in responding to, the proceeding.

If we decide to modify or discontinue the use of the Marks and/or to use one or more additional or substitute names or marks, you must make the changes at your own expense and without claim against us. You will need to comply within a reasonable time of the request.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We own no patents that pertain to the System. We or our affiliates have copyright rights in the Operations Manual, training material, advertising and promotional materials and other and related items used in operating the franchise system ("Copyrighted Works"). We and our affiliates have not registered these copyrights with the United States Registrar of Copyrights, but need not do so at this time to protect them. You may use these items only as we specify while operating the Store.

There currently are no effective adverse determinations of the United States Patent and Trademark Office, the United States Copyright Office (Library of Congress), or any court regarding the Copyrighted Works. No agreement limits our right to use or allow others to use the Copyrighted Works. We do not know of any copyright infringement that could materially affect your use of the Copyrighted Works in any state.

You must follow our rules and other System standards when using the Copyrighted Works. If we believe at any time that it is advisable for us and/or you to modify, discontinue using and/or replace any of the Copyrighted Works, and/or use one or more additional or substitute copyrighted or copyrightable items, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your expenses in complying with these directions. We need not protect or defend copyrights, although we intend to do so if it is in the best interest of the System.

Although neither we nor any of our affiliates have filed an application for a copyright registration for these materials, we have copyright rights and the information is proprietary. Item 11 describes limitations on the use of the Operations Manual by you and your employees. You must also promptly tell us when you learn about unauthorized use of this proprietary information. We are not obligated to take any action but will respond to this information in a manner we think is appropriate.

The Franchise Agreement provides that all ideas, concepts, techniques, or materials concerning your Store, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you must assign ownership of that item and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or help us obtain intellectual property rights in the item.

The Franchise Agreement provides that you acknowledge that the System and the methods of operation licensed by us for the operation of a Complete Nutrition Store, are our proprietary, confidential trade secrets, and you agree to maintain the confidentiality of all materials and information lent or otherwise furnished to you by us at all times, including after the termination or expiration of the Franchise Agreement for any reason.

Further, under the Franchise Agreement, you agree that you shall not, during the term of the Franchise Agreement (other than to the extent necessary to operate the Store) or after its expiration transfer or termination, for any reason, communicate or divulge to any others, any information or knowledge concerning the System and any trade secrets except those in the public domain. You must also agree to exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all trade secrets and proprietary rights during and after the term of the Franchise Agreement.

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

FRANCHISE AGREEMENT

You (or your Managing Owner if you are an entity) must personally supervise the operation of your Store. We require you (or your Managing Owner) either (a) to devote your full-time energy and best efforts to managing the Store, or (b) to devote at least fifteen hours per week to managing the Store and live within a one-hour drive of your first Store. As a result, you (or your Managing Owner) will have to keep free from conflicting enterprises or any other activities which would interfere with the exercise of your (or your Managing Owner's) responsibility to operate or manage your Store. If you are an entity, your Managing Owner must own, directly or indirectly, at least 10% of your ownership interests.

Any manager you hire must sign a written non-competition and confidentiality agreement in a form we approve. You remain obligated to carefully monitor and are responsible for the performance of anyone designated to manage the Store.

Each individual who beneficially owns any of your ownership interests, and their spouse, must sign the Personal Guaranty in the Franchise Agreement assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement.

DEVELOPMENT AGREEMENT

We do not require, but do recommend, that you personally supervise the development of Units in your Area. You must hire sufficient personnel to manage and supervise the development of your Units. The personnel need not have an equity interest in your business.

We will grant Complete Nutrition Store franchises under the Development Agreement only to you or your Controlled Affiliates. "Controlled Affiliates" means a corporation, limited liability company or other business entity which you or one or more of your majority owners owns at least 80% of the total authorized ownership interests, but only if you or the owners(s) have the right to control the entity's management and policies. Franchises that we grant to your Controlled Affiliates will count towards your Schedule.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those goods and services that we have approved. We have the right to change the types of required and/or authorized products and services and you will be notified by a bulletin or supplement to the Manual. You are prohibited from offering or selling any products or services not authorized or approved by us and from using the premises for any other purpose than the operation of a Complete Nutrition Store in compliance with the Franchise Agreement. In our discretion, we may approve or deny your request to eliminate some or add other products. We may, to the extent permitted by applicable law, set prices for the products or services you sell in the Store. You will be required to add such equipment and make such alterations, at your expense, as may be necessary to equip the Store for sale of such products as we may require. You may need to make an additional investment to do so.

We may require you, if permitted by applicable law, to participate in a gift card or other customer loyalty program in accordance with the provisions either set forth in the Operations Manual or otherwise disclosed to you. In order to participate, you may be required to purchase additional equipment and pay any fees applicable to the use of that equipment. We have the right to determine how the amount of the gift cards or loyalty cards will be divided or otherwise accounted for, and we reserve the right to retain the amount of any unredeemed gift cards.

We do not designate or restrict the customers to whom you may sell goods and services. However, you may not operate a mail order, direct marketing, catalog, wholesale, distribution, exporting, or similar business, including through the Internet or social media or networking sites like Facebook or Twitter.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	Section 14A of the Franchise Agreement Section III of the Development Agreement	10 years from the date your Store opens. Your development rights begin on the date you sign the Development Agreement and pay the Base Franchise Fee and terminate on the earlier of the day you open the last Unit listed in the Schedule or the expiration date.
b. Renewal or extension of the term	Section 14C of the Franchise Agreement	2 additional 10-year terms, subject to Section 14 of the Franchise Agreement.
c. Requirements for franchisee to renew or extend	Section 14 of the Franchise Agreement	If you give timely notice, sign a new Franchise Agreement that may contain terms and conditions materially different from those in your previous Franchise Agreement like different fee requirements, sign a release, at our option you remodel and upgrade the Store, and you pay a successor franchise fee of 50% of the then-current initial franchise fee.
d. Termination by franchisee	Section 15A of the Franchise Agreement	If we breach agreement and do not cure or attempt to cure after notice.
e. Termination by franchisor without cause	Not Applicable	We may not terminate the Franchise Agreement without cause.
f. Termination by franchisor with cause	Section 15B of the Franchise Agreement Sections VII.A and B of the Development Agreement	If you don't satisfactorily complete training, fail to open within 1 year, or generally if you breach the Franchise Agreement. Generally, for a material breach of the ADA.
g. “Cause” defined – curable defaults	Section 15B of the Franchise Agreement Section VII.A of the Development Agreement	You have 10 days to cure monetary defaults and 30 days to cure all others except those listed in Section 15.B.3. You have 30 days to cure a default of the Schedule.

PROVISION	SECTION IN FRANCHISE AGREEMENT OR OTHER AGREEMENT	SUMMARY
h. "Cause" defined – non-curable defaults	Section 15B.3 of the Franchise Agreement Section VII.A and B of the Development Agreement	Non-curable defaults include your or your owners' conviction of a felony, fraud affecting the System, abandonment of your Store, giving insufficient funds checks, making material misrepresentations in your application, repeated defaults and bankruptcy. If you transfer or encumber your rights in violation of the Development Agreement, you or your owners commit a felony or fraud or you are bankrupt or you default under a franchise agreement and do not cure within the applicable cure period.
i. Franchisee's obligations on termination/non-renewal	Section 16 of the Franchise Agreement Section VII.B of the Development Agreement	Under Franchise Agreement, you must pay outstanding amounts, stop using Marks and our other intellectual property, deliver advertising material, signs and other proprietary items to us, de-identify, stop using and maintain confidential information and data and return Operations Manual and other confidential materials, and allow us to notify members and customers (also see (o) and (r) below). Under the Development Agreement, you lose all rights to open additional Units; you must continue to operate established Units according to any existing Franchise Agreements that are not terminated.
j. Assignment of contract by franchisor	Section 13A of the Franchise Agreement Section VI.B of the Development Agreement	No restriction on our right to assign or transfer ownership interests without your approval.

PROVISION	SECTION IN FRANCHISE AGREEMENT OR OTHER AGREEMENT	SUMMARY
k. "Transfer" by franchisee – defined	Section 13B and 13G of Franchise Agreement Section VI.A of the Development Agreement	Includes transfer of interest in Franchise Agreement, the Store or its profits or losses, all or substantially all of the Operating Assets, or any ownership interest in you or your owner (if that owner is an entity). If a business entity owns an interest in you, individual(s) must own that business entity. No right to transfer the Development Agreement.
l. Franchisor approval of transfer by franchisee	Section 13C of the Franchise Agreement Section VI.A of the Development Agreement	No transfers without our prior written consent. You have no right to transfer.
m. Conditions for franchisor approval of transfer	Section 13C of the Franchise Agreement	Transferee qualifies, transfer fee paid; all amounts due paid; new Franchise Agreement signed that may contain terms and conditions materially different from those in your Franchise Agreement, including different fee requirements; training of transferee; and release signed.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 13G of the Franchise Agreement	We can match any offer for your Store or Operating Assets or controlling ownership interest in you.
o. Franchisor's option to purchase franchisee's business	Section 16F of the Franchise Agreement	After termination we can purchase your personal property at fair market value.
p. Death or disability of franchisee	Section 13E of the Franchise Agreement	Must transfer to approved party within 9 months. We may operate Store if it is not being properly managed in our sole determination.
q. Non-competition covenants during the term of the franchise	Section 12 of the Franchise Agreement	Under Franchise Agreement, no owning interest in, performing services for, loaning money or guaranteeing loan to, or diverting business or customers to competitive business anywhere and no interference with our, our affiliates' or franchisees' employees.
r. Non-competition covenants after the franchise is terminated or expires	Section 16E of the Franchise Agreement	For 2 years after Franchise Agreement terminates, no owning interest in or performing services for competitive business within Territory or within 25 miles of the Store (same restrictions apply after transfer).

PROVISION	SECTION IN FRANCHISE AGREEMENT OR OTHER AGREEMENT	SUMMARY
s. Modification of the agreement	Section 18N of the Franchise Agreement Section IX.L of the Development Agreement	No modification generally but Operations Manual and System Standards are subject to change. Amendments must be in writing and signed by you and us.
t. Integration/merger clause	Section 18N of the Franchise Agreement Section IX.L of the Development Agreement	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections 18F and 18G of the Franchise Agreement Section VIII of the Development Agreement	Except for certain claims, we and you must mediate all disputes near our then current address.
v. Choice of forum	Section 18H of the Franchise Agreement Section IX.G of the Development Agreement	Litigation must be in the state or federal court of general jurisdiction located in our then current state in the city closest to our then current address (subject to state law).
w. Choice of law	Section 18I of the Franchise Agreement Section IX.G of the Development Agreement	Nebraska law and, where applicable, federal law applies (subject to state law).

ITEM 18
PUBLIC FIGURES

We currently do not use any public figures 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 and/or franchisor-owned outlets, if there is any reasonable basis for the information, and if the information is included in the disclosure document. Financial information that differs from that included in Item 19 may only be given 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.

Other than the information provided in this Item 19, we do not furnish or provide prospective franchisees any oral or written information concerning the actual or potential sales, costs, income or profits of a franchised business. 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 actual records of that outlet. Actual results vary from unit to unit, and we cannot estimate the results of any particular franchise.

The following representations are historical financial performance representations about the Complete Nutrition system's existing outlets.

1. Average Franchisee Gross Sales—2016

The following chart reflects the average Gross Sales and the average POS sales ticket for the indicated groups of franchisees:

Table 1.1
2016 Sales

Rank	Avg. Gross Sales	Avg. Ticket
Top 20%	$815,586	$85.64
Top 33%	$724,777	$84.61
Top 40%	$693,856	$84.63
Top 50%	$656,957	$83.29
Top 66%	$603,467	$82.40
Top 80%	$560,678	$80.90
System Avg.	$501,289	$80.48

Some outlets have sold this amount. Your individual results may differ. There is no assurance you will sell as much.

These sales figures are derived from the actual historical performance of Complete Nutrition franchisees during the calendar year 2016.

Table 1.2 below shows the material bases for the representations in Table 1.1, above. In particular, Table 1.2 shows (a) the total number of franchised outlets in the system during the 2016 calendar year, (b) the number of franchised outlets within each tier mentioned above, (c) the number of franchised outlets whose data were used in formulating the representations in Table 1.1 above, (d) the number and percentage of franchised outlets in each tier that achieved Gross Sales of at least the average indicated in Table 1.1, and (e) the number and percentage of franchised outlets in each tier that achieved average ticket sales of at least the amounts indicated in Table 1.1.

[Table appears on next page]

Table 1.2 Average Gross Sales and Average Gross Ticket 2016 (Additional Disclosures)					
	Total franchised outlets in system	**Number of outlets in group**	**Number of outlets in group whose data were used**	**Number (percentage) of outlets meeting or exceeding the stated avg. gross revenues**	**Number (percentage) of outlets meeting or exceeding the stated avg. ticket**
Top 20%	147	29	27	8 (27.5%)	14 (48.3%)
Top 33%	147	49	45	14 (28.6%)	20 (40.8%)
Top 40%	147	59	55	21 (35.6%)	25 (42.4%)
Top 50%	147	73	68	23 (31.5%)	28 (38.4%)
Top 66%	147	97	90	35 (36.1%)	37 (38.1%)
Top 80%	147	118	110	48 (40.7%)	43 (36.4%)
System	147	147	137	61 (41.5%)	79 (53.7%)

2. Average Ticket, Average Unit Sales Volume, and EBITDA by Tier —2016

The following table reflects the average unit sales volume and EBITDA for the top 20%, top 33%, top 40%, top 50%, top 66%, top 80%, of our franchised outlets, as well as the top five outlets in our system for calendar-year 2016.

Table 2.1 Average Ticket, Average Unit Sales Volume, and EBITDA by Tier —Calendar-Year 2016														
	Top 20% Stores		**Top 33% Stores**		**Top 40% Stores**		**Top 50% Stores**		**Top 66% Stores**		**Top 80% Stores**		**Top 5 Stores**	
AVG. TICKET	$85.64		$84.61		$84.63		$83.29		$82.40		$80.90		$89.45	
NET SALES	$768,214		$682,767		$656,197		$617,234		$564,206		$534,812		$1,071,867	
COST OF GOODS SOLD	$308,426	40.1%	$280,736	41.1%	$274,655	41.9%	$260,902	42.3%	$239,832	42.5%	$228,824	42.8%	$424,870	39.6%
ROYALTY	$49,147	6.4%	$42,579	6.2%	$40,021	6.1%	$36,720	5.9%	$33,652	6.0%	$31,505	5.9%	$72,285	6.7%
CREDIT CARD FEES	$16,599	2.2%	$14,085	2.1%	$13,608	2.1%	$12,961	2.1%	$11,856	2.1%	$11,271	2.1%	$20,673	1.9%
ADVERTISING	$47,912	6.2%	$39,313	5.8%	$37,437	5.7%	$33,730	5.5%	$31,026	5.5%	$29,190	5.5%	$63,616	5.9%
PAYROLL	$135,911	17.7%	$124,785	18.3%	$121,331	18.5%	$116,043	18.8%	$107,500	19.1%	$105,331	19.7%	$173,731	16.2%
RENT	$48,508	6.3%	$47,340	6.9%	$45,760	7.0%	$46,728	7.6%	$46,235	8.2%	$46,719	8.7%	$47,021	4.4%
UTILITIES	$5,564	0.7%	$5,486	0.8%	$5,330	0.8%	$5,292	0.9%	$5,056	0.9%	$5,192	1.0%	$5,243	0.5%
OTHER EXPENSES	$37,098	4.8%	$35,814	5.2%	$35,646	5.4%	$34,517	5.6%	$32,984	5.8%	$33,445	6.3%	$68,682	6.4%
ADD BACK OWNERS SALARY*	$(31,304)	-4.1%	$(31,385)	-4.6%	$(32,170)	-4.9%	$(31,119)	-5.0%	$(30,857)	-5.5%	$(29,872)	-5.6%	$(21,600)	-2.0%
ADD BACK G&A*	$(4,110)	-0.5%	$(4,040)	-0.6%	$(3,352)	-0.5%	$(3,739)	-0.6%	$(3,274)	-0.6%	$(4,358)	-0.8%	$(12,605)	-1.2%
STORE LEVEL EBITDA	**$154,463**	**20.1%**	**$128,054**	**18.8%**	**$117,931**	**18.0%**	**$105,199**	**17.0%**	**$90,196**	**16.0%**	**$77,565**	**14.5%**	**$229,951**	**21.5%**

* The categories labeled “Add Back Owners Salary” and “Add Back Other General and Administrative Expenses” are included in order to normalize EBITDA, taking into account differences in the salaries some franchise owners pay themselves, as well as unique way in which the owners of some stores charge their stores fees for general and administrative services. We believe this normalization gives a better picture of average EBITDA for the franchised stores. The “Add Back Owners Salary” category in Table 2.1 is calculated as follows: 20 Stores in the “Top 20%” tier, 34 Stores in the “Top 33%” tier, 42 Stores in the “Top 40%” tier, 51 Stores in the “Top 50%”, 66 Stores in the “Top 66%”, 78 Stores in the “Top 80%” and 3 Stores in the “Top 5 Stores” tier all had $36,000 added back for the average owner’s salary and payroll tax. The total of all of the owners’ salaries in each of these tiers was divided by the number of Stores in the applicable tier (see Table 2.2), in order to determine the averages that are reflected in Table 2.1 above. The “Add Back Other General and Administrative Expenses” category in Table 2.1 is calculated as follows: 3 Stores in the “Top 20%” tier, 5 Stores in the “Top 33%” tier, 5 Stores in the “Top 40%” tier, , 7 Stores in the “Top 50%”, 8 Stores in the “Top 66%”, 13 Stores in the “Top 80%” and 2 Stores in the “Top 5 Stores” tier had $31,512 per year of general and administrative expenses added back. The total of all of the general and administrative expenses added back in each of these tiers was divided by the number of Stores in the applicable tier (see Table 2.2), in order to determine the averages that are reflected in Table 2.1 above.

Some outlets have sold this amount. Your individual results may differ. There is no assurance you will sell as much.

These sales figures are derived from the actual historical performance of Complete Nutrition franchisees during calendar-year 2016.

Table 2.2 below shows the material bases for the representations in Table 2.1, above. In particular, Table 2.2 below shows (a) the number of franchised outlets during calendar-year 2016, (b) the number of franchised outlets within each tier mentioned in Table 2.1 above, (c) the number of franchised outlets whose data were used in formulating the representations in Table 2.1, (d) the number and percentage of franchised outlets in each tier that achieved at least the average Net Sales indicated in Table 2.1, and (e) the number and percentage of franchised outlets in each tier that achieved at least the average EBITDA indicated in Table 2.1.

Table 2.2
Average Ticket, Average Unit Sales Volume, and EBITDA by Tier — Calendar-Year 2016
(Additional Disclosures)

Tier	Total Franchised Outlets in System	Number of Outlets in Group	Number of Outlets in Group Whose Data Were Used	No. (Percentage) of Outlets Meeting or Exceeding the Stated Avg. Net Sales	No. (Percentage) of Outlets Meeting or Exceeding the Stated Avg. EBITDA	No. (Percentage) of Outlets Meeting or Exceeding the Stated Avg. Ticket
Top 20%	147	29	23	8 (27.6%)	7 (24.1%)	14 (48.3%)
Top 33%	147	48	39	13 (27.1%)	13 (27.1%)	20 (40.8%)
Top 40%	147	58	47	16 (27.6%)	19 (32.8%)	25 (42.4%)
Top 50%	147	73	59	26 (35.6%)	25 (34.2%)	28 (38.4%)
Top 66%	147	96	77	32 (33.3%)	32 (33.3%)	37 (38.1%)
Top 80%	147	117	94	41 (35.0%)	37 (31.6%)	43 (36.4%)
Top 5	147	5	5	3 (60%)	3 (60.0%)	3 (60%)

3. Average Ticket, Average Unit Sales Volume, and EBITDA by Tier—2016 (including only franchisees with Fewer than 40 Stores)

The following table reflects the average ticket, average unit sales volume, and EBITDA for the top 20%, top 33%, top 40%, top 50%, top 66%, top 80%, of our franchised outlets, as well as the top five outlets in our system for calendar-year 2016, including only franchisees with fewer than forty Stores.

Table 3.1
Average Ticket, Average Unit Sales Volume, and EBITDA by Tier —Calendar-Year 2016
(Including only franchisees with <40 Stores)

	Top 20% Stores		Top 33% Stores		Top 40% Stores		Top 50% Stores		Top 66% Stores		Top 80% Stores		Top 5 Stores	
AVG. TICKET	93.62		$91.76		$90.85		$88.49		$87.27		$86.08		$99.14	
NET SALES	$803,121.00		$713,716.00		$683,800.00		$640,555.00		$573,051.00		$544,037.00		$968,996.00	
COST OF GOODS SOLD	$305,759.00	38.1%	$277,976.00	38.9%	$273,600.00	40.0%	$259,473.00	40.5%	$233,313.00	40.7%	$222,906.00	41.0%	$367,855.00	38.0%
ROYALTY	$63,599.00	7.9%	$55,567.00	7.8%	$52,826.00	7.7%	$48,843.00	7.6%	$43,809.00	7.6%	$41,376.00	7.6%	$73,775.00	7.6%
CREDIT CARD FEES	$13,379.00	1.7%	$11,543.00	1.6%	$10,273.00	1.5%	$9,505.00	1.5%	$8,446.00	1.5%	$7,706.00	1.4%	$14,770.00	1.5%
ADVERTISING	$59,109.00	7.4%	$50,531.00	7.1%	$47,818.00	7.0%	$42,545.00	6.6%	$38,223.00	6.7%	$36,592.00	6.7%	$60,116.00	6.2%
PAYROLL	$133,151.00	16.6%	$122,063.00	17.1%	$116,269.00	17.0%	$108,841.00	17.0%	$97,091.00	16.9%	$95,337.00	17.5%	$148,150.00	15.3%
RENT	$47,370.00	5.9%	$44,234.00	6.2%	$43,201.00	6.3%	$45,268.00	7.1%	$44,899.00	7.8%	$45,306.00	8.3%	$45,807.00	4.7%
UTILITIES	$5,173.00	0.6%	$5,185.00	0.7%	$5,258.00	0.8%	$5,018.00	0.8%	$4,902.00	0.9%	$4,980.00	0.9%	$4,161.00	0.4%
OTHER EXPENSES	$41,492.00	5.2%	$39,667.00	5.6%	$41,239.00	6.0%	$40,448.00	6.3%	$37,929.00	6.6%	$39,432.00	7.2%	$68,152.00	7.0%
ADD BACK OWNERS SALARY	-$27,692.00	-3.4%	-$29,143.00	-4.1%	-$29,077.00	-4.3%	-$27,000.00	-4.2%	-$26,571.00	-4.6%	-$24,000.00	-4.4%	-$14,400.00	-1.5%
ADD BACK G&A	-$7,272.00	-0.9%	-$6,002.00	-0.8%	-$6,060.00	-0.9%	-$6,893.00	-1.1%	-$6,002.00	-1.0%	-$8,650.00	-1.6%	-$18,907.00	-2.0%
STORE LEVEL EBITDA	$169,053.00	21.0%	$142,095.00	19.9%	$128,453.00	18.8%	$114,507.00	17.9%	$97,012.00	16.9%	$83,052.00	15.3%	$219,517.00	22.7%

* The categories labeled “Add Back Owners Salary” and “Add Back Other General and Administrative Expenses” are included in order to normalize EBITDA, taking into account differences in the salaries some franchise owners pay themselves, as well as unique way in which the owners of some stores charge their stores fees for general and administrative services. We believe this normalization gives a better picture of average EBITDA for the franchised stores. The “Add Back Owners Salary” category in Table 3.1 is calculated as follows: 10 Stores in the “Top 20%” tier, 17 Stores in the “Top 33%” tier, 21 Stores in the “Top 40%” tier, , 24 Stores in the “Top 50%”, 31 Stores in the “Top 66%”, 34 Stores in the “Top 80%” and 2 Stores in the “Top 5 Stores” tier all had $36,000 added back for the average owner’s salary and payroll tax. The total of all of the owners’ salaries in each of these tiers was divided by the number of Stores in the applicable tier (see Table 3.2), in order to determine the averages that are reflected in Table 3.1 above. The “Add Back Other General and Administrative Expenses” category in Table 3.1 is calculated as follows: 3 Stores in the “Top 20%” tier, 4 Stores in the “Top 33%” tier, 5 Stores in the “Top 40%” tier, , 7 Stores in the “Top 50%”, 8 Stores in the “Top 66%”, 14 Stores in the “Top 80%” and 3 Stores in the “Top 5 Stores” tier had $31,512 per year of general and administrative expenses added back. The total of all of the general and administrative expenses added back in each of these tiers was divided by the number of Stores in the applicable tier (see Table 3.2), in order to determine the averages that are reflected in Table 3.1 above.

Some outlets have sold this amount. Your individual results may differ. There is no assurance you will sell as much.

These sales figures are derived from the actual historical performance of Complete Nutrition franchisees during calendar-year 2016. For purposes of Table 3.1, we have included only franchisees with fewer than forty Stores. We have excluded a franchisee with more than forty stores, because it has overhead expenses that are not typical of smaller franchisees.

Table 3.2 below shows the material bases for the representations in Table 3.1, above. In particular, Table 3.2 below shows (a) the number of franchised outlets during calendar-year 2016, (b) the number of franchised outlets within each tier mentioned in Table 3.1 above, (c) the number of franchised outlets whose data were used in formulating the representations in Table 3.1, (d) the number and percentage of franchised outlets in each tier that achieved at least the average Net Sales indicated in Table 3.1, and (e) the number and percentage of franchised outlets in each tier that achieved at least the average EBITDA indicated in Table 3.1.

Table 3.2
Average Ticket, Average Unit Sales Volume, and EBITDA by Tier — Calendar-Year 2016
(Including only franchisees with <40 Stores)
(Additional Disclosures)

Tier	Total Franchised Outlets in System	Number of Outlets in Group	Number of Outlets in Group Whose Data Were Used	No. (Percentage) of Outlets Meeting or Exceeding the Stated Avg. Net Sales	No. (Percentage) of Outlets Meeting or Exceeding the Stated Avg. EBITDA	No. (Percentage) of Outlets Meeting or Exceeding the Stated Avg. Ticket
Top 20%	147	19	13	5 (26.3%)	6 (31.6%)	11 (60.4%)
Top 33%	147	31	21	10 (32.3%)	7 (22.6%)	17 (56.6%)
Top 40%	147	37	26	10 (27.0%)	10 (27.0%)	21 (57.7%)
Top 50%	147	47	32	14 (29.8%)	14 (29.8%)	25 (54.9%)
Top 66%	147	61	42	20 (32.8%)	16 (26.2%)	31 (51.6%)
Top 80%	147	74	51	22 (29.7%)	21 (28.4%)	37 (50.8%)
Top 5	147	5	5	3 (60.0%)	2 (40.0%)	3 (60%)

Definitions

"Advertising" includes amounts paid for local advertising and marketing for the franchised outlets. This figure does not include costs for maintenance of a website. You must implement a grand opening advertising program of between approximately $5,000 and $15,000 (minimum of $5,000) and comply with the Marketing Spending Requirement of 35% of Gross Sales per month. If the Complete Nutrition

brand is new to your market, you might need to spend more than the minimum amount that the Franchise Agreement requires to promote the brand in the market.

"Club Rewards" refers to Complete Nutrition's loyalty program, which is a membership program designed to reward our most loyal customers. Under the current program, members pay a one-time $59.99 fee for the membership, which is valid for one year. The membership includes benefits such as exclusive Club Rewards pricing, full access to the Complete Nutrition App, free online shipping, free BodyComp usage, opportunities to earn Rewards Points that can be redeemed in store, etc. Club Rewards members also receive early notification of new product launches as well as exclusive promotional offers.

"Rewards Points" refers to the rewards earned by Club Rewards members as part of the program. These Rewards Points are accrued over the course of their membership, and can be applied toward their in-store or online purchase in the form of a discount.

"Credit-Card Fees" includes the processing and bank fees that the franchised outlets pay for processing credit and debit card payments.

"EBITDA" means earnings before interest, taxes, depreciation and amortization. We subtract the total expenses listed in the table from Net Sales to calculate EBITDA. In order to normalize EBITDA, we also add back amounts for owners' salaries and other general and administrative expenses, as discussed above in the footnotes accompanying Tables 2.1 and 3.1. We do not include costs for interest and other debt service costs, taxes, depreciation or amortization because they vary considerably depending on the particular organization and typically are excluded when calculating the free cash flow from a retail outlet's operation.

"Gross Sales" means the total amount of all sales of products, services and merchandise sold from, though, or in connection with the Store, whether for cash, on credit, barter or otherwise, in each case exclusive of applicable sales, use or service taxes.

"Net Sales" means Gross Sales less any discounts.

"Insurance" includes amounts paid to insurance carriers, excluding worker's compensation insurance.

"Other Expenses" includes costs for cleaning supplies, cleaning expenses, office supplies, business licenses and permits, charitable contributions, professional fees, bank fees (other than fees related to credit and debit transactions), repairs and maintenance, and other miscellaneous costs.

"Payroll" includes wages, other compensation, and related costs, including payroll taxes, for all individuals working at the franchised outlet. The Payroll figures do not cover all employee-related costs which you may incur in the operation of a franchised outlet, such as payroll-processing fees, health insurance or workers' compensation insurance premiums, expenses for uniforms, employee benefits, or meal, travel, and other expenses for employees. The Payroll figures include amounts paid to the owners of the franchised outlets who act as managers for the franchised outlets, but we have adjusted out the salaries for such owners in a separate line item labeled "Add Back Owners Salary." See the footnotes immediately following Tables 2.1 and 3.1 for more information about this category. Also, the more established franchised outlets have operated for several years and have developed labor efficiencies that are reflected in lower payroll costs that newer outlets should not expect to achieve as they begin operating. Compensation rates vary from market to market, and you alone will determine the terms and conditions of employment for your franchised outlet.

"Rent" reflects the amounts paid for rent, common area maintenance charges, and other amounts paid to the landlords under the franchised outlet's lease. Your lease may include other items, such as property taxes and insurance, which could increase your rent. Lease costs can vary widely depending on the size and location of the premises.

"Utilities" cover electric, water, gas, and internet services related to the franchised outlets.

General Notes

The Gross Sales data in Representation 1 above was obtained from our POS System. This information is generated from every transaction run through the franchisees' POS devices and is not audited. We have complete data from 137 franchised outlets for calendar-year 2016, and we used data from all of those outlets in formulating Representation 1. We did not use data from the franchised outlets for which we had incomplete data for that time period.

We obtained data for Net Sales, expenses, and EBITDA in Representations 2, 3, 4 and 5 from the financial-reporting system we use. This information is reported by franchisees and is not audited. We have complete data from 117 franchised outlets for calendar-year 2016, and we used the data from all of those outlets in formulating Representations 2-5. We did not use data from the 30 franchised outlets in 2016 for which we have incomplete data for the applicable year.

There are no material differences between the structure and format of the business conducted by the Complete Nutrition Stores measured for purposes of the representations above and those of the Store you will operate under the Franchise Agreement. All outlets reported operate under the same System and Marks and with similar operating requirements. However, there may be differences from those outlets to the one you will operate, as described below.

Your costs and expenses may differ from those of other franchisees. Costs and expenses can vary greatly from area to area and location to location based on numerous factors, including the typical rental rate for retail space and the prevailing wage rates in particular geographic regions. You may have additional expenses that were not reflected in the above table, such as training expenses, legal and other professional fees, and interest and other debt service costs, taxes, depreciation and amortization. Therefore, you may incur other costs and expenses that are not reflected in the above figures. We do not estimate the costs and expenses for your particular operation.

Revenue will vary from outlet to outlet due to various factors, including the demand for the goods and services offered by Complete Nutrition Stores, the type and number of competitive businesses in the market, advertising efforts, management experience, location and other factors. Actual results vary from franchise to franchise, and we cannot estimate the results of a particular Complete Nutrition Store. A new franchisee's results are likely to differ from the results shown in this Item.

All of the outlets whose data were used in the table above were open for at least twelve months. There is no guarantee you will stay in business that long or that you will achieve the stated results within that time period.

These financial performance representations were prepared without an audit. Prospective franchisees should be advised that no certified public accountant has audited these figures or expressed an opinion with regard to their contents or form.

Neither we nor any of our affiliates make any promises or guarantees of any kind that you will achieve any particular results or level of sales or profitability in any particular year of operation. Your

results will depend on many factors, some of which include your (and your employees') experience, competition, overall economic conditions, your skill in managing a business, and how hard you are willing to work.

You are responsible for developing your own business plan for your franchised business, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances. In developing a business plan for your franchised business, you are cautioned to make necessary allowances for changes in financial results to income, expenses, or both, that may result from operation of your franchised business during periods of or in geographic areas suffering from economic downturns, inflation, unemployment, or other negative economic influences.

You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees listed in this disclosure document may be one source of information. We encourage you to consult with your own accounting, business, and legal advisors to assist you in identifying the expenses you likely will incur in connection with your franchised business, to prepare your budget, and to assess the likely or potential financial performance of your franchised business.

Written substantiation for these financial performance representations will be made available to you upon reasonable request.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary for Years 2014 to 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Stores	2014	173	151	-22
	2015	151	147	-4
	2016	147	150	3
Company-Owned	2014	5	5	0
	2015	5	5	0
	2016	5	5	0
Total Outlets	2014	178	156	-22
	2015	156	152	-4
	2016	152	155	3

[a] We do not have any company-owned outlets at this time. However, our affiliate, CNCS, owns and operates Complete Nutrition Stores. These outlets are treated as company-owned stores for purposes of Item 20 and are listed in Exhibit F.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2014 to 2016

State	Year	Number of Transfers
Arkansas	2014	1
	2015	1
	2016	2
California	2014	0
	2015	0
	2016	1
Colorado	2014	1
	2015	0
	2016	1
Florida	2014	1
	2015	1
	2016	1
Idaho	2014	0
	2015	0
	2016	2
Illinois	2014	0
	2015	0
	2016	1
Iowa	2014	1
	2015	10
	2016	1
Kansas	2014	0
	2015	1
	2016	0
Kentucky	2014	1
	2015	0
	2016	0

State	Year	Number of Transfers
Louisiana	2014	0
	2015	1
	2016	1
Michigan	2014	1
	2015	0
	2016	0
Minnesota	2014	0
	2015	3
	2016	0
Montana	2014	0
	2015	1
	2016	1
Nebraska	2014	0
	2015	0
	2016	1
North Carolina	2014	0
	2015	1
	2016	1
North Dakota	2014	1
	2015	1
	2016	0
Oregon	2014	0
	2015	4
	2016	0
South Dakota	2014	0
	2015	2
	2016	0
Tennessee	2014	1
	2015	2
	2016	1
Texas	2014	1
	2015	8
	2016	2

State	Year	Number of Transfers
Utah	2014	0
	2015	0
	2016	2
Washington	2014	1
	2015	0
	2016	1
Wisconsin	2014	0
	2015	3
	2016	0
Wyoming	2014	0
	2015	1
	2016	0
Total	2014	10
	2015	40
	2016	19

Table No. 3
Status of Franchised 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 the Year
Alabama	2014	3	0	2	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Arizona	2014	1	1	1	0	0	0	1
	2015	1	0	1	0	0	0	0
	2016	0	0	0	0	0	0	0
Arkansas	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
California	2014	2	0	0	0	0	0	2
	2015	2	0	1	0	0	0	1
	2016	1	0	0	0	0	0	1
Colorado	2014	9	1	4	0	0	0	6
	2015	6	1	2	0	0	0	5
	2016	5	0	0	0	0	1	4
Florida	2014	4	1	0	0	0	0	5
	2015	5	0	0	0	0	0	5
	2016	5	1	0	0	0	1	5
Georgia	2014	1	1	0	0	0	0	2
	2015	2	1	0	0	0	0	3
	2016	3	0	0	0	0	1	2
Idaho	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
Illinois	2014	7	0	0	0	0	2	5
	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
Indiana	2014	6	0	0	0	0	3	3
	2015	3	0	0	0	0	0	3
	2016	3	1	0	0	0	0	4
Iowa	2014	10	0	0	0	0	0	10
	2015	10	0	0	0	0	0	10
	2016	10	0	0	0	0	0	10
Kansas	2014	9	0	0	0	0	0	9
	2015	9	0	1	0	0	0	8
	2016	8	0	0	0	0	0	8
Kentucky	2014	3	0	0	0	0	2	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Louisiana	2014	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2015	2	0	2	0	0	0	0
	2016	0	1	0	0	0	0	1
Maryland	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	0	2
Michigan	2014	4	0	2	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Minnesota	2014	7	0	3	0	0	0	4
	2015	4	0	0	0	0	0	4
	2016	4	2	0	0	0	0	6
Missouri	2014	8	0	3	0	0	0	5
	2015	5	1	0	0	0	0	6
	2016	6	0	0	0	0	2	4
Montana	2014	2	1	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	1	2
Nebraska	2014	5	0	0	0	0	0	5
	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
Nevada	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	0	2
New Mexico	2014	2	0	1	0	0	0	1
	2015	1	0	1	0	0	0	0
	2016	0	0	0	0	0	0	0
North Carolina	2014	4	1	1	0	0	0	4
	2015	4	0	0	0	0	0	4
	2016	4	2	0	0	0	0	6
North Dakota	2014	5	0	0	0	0	0	5
	2015	5	1	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 the Year
	2016	6	0	0	0	0	0	6
Ohio	2014	1	0	1	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Oklahoma	2014	5	0	2	0	0	0	3
	2015	3	0	1	0	0	0	2
	2016	2	0	0	0	0	0	2
Oregon	2014	4	0	0	0	0	0	4
	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
South Carolina	2014	5	0	0	0	0	0	5
	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
South Dakota	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Tennessee	2014	7	0	4	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
Texas	2014	26	1	0	0	0	0	27
	2015	27	1	1	0	0	0	27
	2016	27	1	0	0	0	1	27
Utah	2014	5	1	0	0	0	0	6
	2015	6	0	0	0	0	0	6
	2016	6	0	0	0	0	0	6
Virginia	2014	4	1	0	0	0	0	5
	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
Washington	2014	4	0	0	0	0	0	4
	2015	4	0	1	0	0	0	3
	2016	3	1	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Wisconsin	2014	6	0	0	0	0	0	6
	2015	6	0	0	0	0	0	6
	2016	6	0	0	0	0	1	5
Wyoming	2014	2	0	0	0	0	0	2
	2015	2	1	0	0	0	0	3
	2016	3	0	0	0	0	0	3
Totals	2014	173	9	24	0	0	7	151
	2015	151	7	11	0	0	0	147
	2016	147	11	0	0	0	8	150

Table No. 4
Status of Company-Owned Outlets for Years 2014 to 2016

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Iowa	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
Nebraska	2014	4	0	0	0	0	4
	2015	4	0	0	0	0	4
	2016	4	0	0	0	0	4
Totals	2014	5	0	0	0	0	5
	2015	5	0	0	0	0	5
	2016	5	0	0	0	0	5

[a] We do not have any company-owned outlets at this time. However, our affiliate, CNCS, owns and operates Complete Nutrition Stores. These outlets are treated as company-owned stores for purposes of Item 20 and are listed in Exhibit F.

[Table No. 5 appears on next page]

Table No. 5
Projected Openings 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 Outlet In the Next Fiscal Year
California	3	3	0
Colorado	1	1	0
Florida	2	2	0
Illinois	3	3	0
Indiana	1	1	0
Michigan	1	1	0
Nevada	1	1	0
Texas	2	2	0
Virginia	1	1	0
Total	12	5	0

In some instances, during the last three fiscal years, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with the Complete Nutrition Franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Attached to this disclosure document as Exhibit F is a list which identifies the names, addresses and telephone numbers of all current franchisees as of the issuance date of this document, as well as all franchisees who have had an outlet terminated, transferred, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year. If you buy this franchise, your contact information may be disclosed to other buyers when you the leave the franchise system.

There are no franchisees who did not communicate with us in the ten weeks before the issuance date.

There are no trademark-specific franchisee organizations associated with our system that have been created, sponsored or endorsed by us or that have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Exhibit G to this disclosure document contains our audited financial statements for the fiscal years ended December 31, 2016, December 31, 2015, and December 31, 2014.

ITEM 22
CONTRACTS

The following are attached to this disclosure document:

Exhibit B—Franchise Agreement
Exhibit C—Development Agreement
Exhibit H—Supply Agreement

ITEM 23
RECEIPT

Two copies of a Receipt of this disclosure document are attached as Exhibit I. Please return one to us and keep the other for your records.

EXHIBIT A

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

NOTE: SOME STATES REQUIRE THAT THE FRANCHISE BE REGISTERED WITH A STATE AGENCY. WE DO NOT OFFER OR SELL FRANCHISES IN ANY OF THOSE STATES UNLESS WE ARE REGISTERED, AND THE LISTING OF A STATE BELOW DOES NOT MEAN THAT WE ARE SO REGISTERED.

California
Department of Business Oversight
One Sansome Street, Suite 600
San Francisco, CA 94104
(415) 557-3787
(866) 275-2677

Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
227 N. Bronough Street
City Centre Building, 7th Fl
Tallahassee, FL 32301
(904) 922-2770

Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois
Office of Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana
Indiana Secretary of State
Securities Division
302 West Washington Street
Room E-111
Indianapolis, IN 46204
(317) 232-6681

Maryland
Office of Attorney General
Maryland Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan
Attorney General
Consumer Protection Division
525 W. Ottawa Street,
1st Fl
Lansing, MI 48913
(517) 373-7117

Minnesota
Department of Commerce
Registration and Licensing
85 7th Place East, Suite 500
St. Paul, MN 55101
(612) 296-6328

Nebraska
Department of Banking and Finance
1526 K Street, Suite 300
P.O. Box 95008
Lincoln, NE 68509
(402) 471-3445

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

North Dakota
North Dakota Securities Department
600 East Boulevard, State Capitol, 5th Floor, Dept. 414
Bismarck, ND 58505-0510
(701) 328-4712

Oregon
Depart. of Ins. and Finance
Corporate Securities Section
Labor and Industries Building
Salem, OR 97310
(503) 378-4387

Rhode Island
Depart. of Business Regulation
Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903
(401) 222-3048

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

Texas
Secretary of State
Statutory Document Section
P.O. Box 13563
Austin, TX 78711
(512) 475-1769

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

Washington
Securities Administrator
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin
Department of Financial Institutions Div. of Securities
345 W. Washington Ave., 4th Fl
Madison, WI 53703
(608) 261-9555

Agents for Service of Process

California
Commissioner of Business Oversight
California Dept. of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7505
(866) 275-2677

Hawaii
Commissioner of Securities
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-1090

Indiana
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Michigan
Department of Commerce,
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, Michigan 48910
(517) 334-6212

Minnesota
Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101
(612) 296-4026

New York
New York Secretary of State
99 Washington Ave.
Albany, New York 12231
(518) 473-2492

North Dakota
North Dakota Securities Department
600 East Boulevard, State Capitol
5th Floor, Dept. 414
Bismarck, ND 58505-0510
(701) 328-4712

Oregon
Director of Oregon
Department of Insurance and Finance
700 Summer Street, N.E., Suite 120
Salem, Oregon 97310
(503) 378-4387

Rhode Island
Director of Rhode Island
Department of Business Regulation
233 Richmond Street, Suite 232
Providence, Rhode Island 02903-4232
(401) 222-3048

South Dakota
Director of South Dakota Division of Securities
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-4823

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

Washington
Securities Administrator
Department of Financial Institutions
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin
Wisconsin Commissioner of Securities
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703
(608) 261-9555

EXHIBIT B
Franchise Agreement

COMPLETE NUTRITION FRANCHISING, LLC

FRANCHISE AGREEMENT

_____

FRANCHISEE

_____

DATE OF AGREEMENT

_____

STORE ADDRESS

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COMPLETE NUTRITION FRANCHISING, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 20___ (the "Agreement Date"), between COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company, with its principal mailing address at 17220 Wright Street, Suite 200, Omaha, NE 68130 ("Franchisor"), and _____, whose principal business address is _____("Franchisee").

1. PREAMBLES, REPRESENTATIONS OF FRANCHISEE AND GRANT OF FRANCHISE

A. Preambles

(1) Franchisor and its affiliates have designed and developed a method of operating retail stores ("Complete Nutrition Stores") identified by the Marks (defined below) that provide nutritional supplements and a wide range of health and beauty products and accessories in accordance with the System (defined below).

(2) Franchisor and its affiliates have developed, and Franchisor uses, promotes and licenses, the trademarks, trade names, service marks, logos, emblems, and other indication of origin, and all confirmations and derivations, as may presently exist, or which may be modified by Franchisor or its affiliates from time to time (collectively, the "Marks").

(3) Franchisor offers franchises for the ownership and operation of a Complete Nutrition Store using Franchisor's comprehensive, distinct and proprietary business format for the operation of retail stores under the Marks specializing in the sale of nutritional supplements, health and beauty products, and related items to the general public, including the methods, procedures, marketing and sales materials, signs, design, layouts, equipment, inventory standards and specifications, as the same may be modified, amended, improved or replaced from time to time by Franchisor or its affiliates (collectively, the "System").

B. Representations of Franchisee. Franchisee and its guarantors hereby represent and warrant to Franchisor as follows:

(1) All information Franchisee provided to Franchisor in its application and other documents, including but not limited to the information in Exhibit B attached hereto, is true, correct, complete and accurate as of the date made, and, as of the date of this Agreement, no material change has occurred in such information;

(2) This Agreement represents a valid, binding obligation of Franchisee and each of its owners. The execution, delivery and performance of this Agreement by Franchisee, and the Guaranty and Assumption of Obligations by the Franchisee's guarantors, do not and will not violate, conflict with or result in the breach of any term, condition or provision of any contract or agreement, or require the consent of any other person or entity;

(3) Under applicable U.S. Law, including without limitation Executive Order 13224, signed on September 23, 2001 (the "Order"), Franchisee is prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in acts of terrorism as defined in the Order. Accordingly, Franchisee does not and hereafter will not engage in any terrorist activity. In addition, Franchisee is not affiliated with and does not support any individual or entity engaged in,

contemplating or supporting terrorist activity. Franchisee is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

(4) Each of Franchisee's owners at any time during the term of this Agreement will sign and deliver concurrently with this Agreement a Guaranty and Assumption of Obligations in the form attached hereto. If such ownership interest is acquired later, then such owner shall deliver his/her signed Guaranty and Assumption of Obligations, in the form then approved by Franchisor, within ten (10) days after obtaining the interest as an owner.

(5) An individual whom Franchisor approves (the "Managing Owner") must directly or indirectly own at least ten percent (10%) of the ownership interests in Franchisee and must devote all of his or her business time and efforts to the operation of, and to promote and enhance the business of, the Store and other Complete Nutrition Stores that Franchisee or its affiliates own (if any). The Managing Owner's name is listed on Exhibit B.

(6) In the event Franchisee is a corporation, limited liability company or partnership having more than one owner, the Franchisee's owners will all sign and deliver to Franchisor concurrently with this Agreement a buy-sell agreement in a form acceptable to Franchisor, in its reasonable discretion, providing mechanisms for resolving disputes among the Franchisee's owners and for handling transfers of ownership interests upon the occurrence of certain events in the life of the owner, such as the death, disability, divorce, and bankruptcy of the owner and the termination of the owner's employment with the Franchisee. In the absence of a provision to the contrary in the buy-sell agreement, the Franchisee's owners agree that an owner may at any time make an offer to the other owners that the offering owner will either buy the other owners' shares or sell his shares to the other owners at a certain price, and that the other owners shall be obligated in such a situation either to buy the offering owner's shares or to sell their shares to the offering owner at the offered price.

(7) The term "Franchisee", as used herein, includes, in addition to the person named as Franchisee in the preamble above: (a) those persons owning any interest in Franchisee if the Franchisee is a corporation or a limited liability company; (b) all partners owning any partnership interest in Franchisee if it is a partnership; (c) the individual who owns Franchisee if it is a sole proprietorship; (d) the spouses of any of the foregoing, and (e) the guarantors of this Agreement. For purposes of determining ownership in Franchisee, the interests owned by a husband and wife will be considered one interest, and both husband and wife will be obligated hereunder, regardless of whether the interest is owned by just one spouse or both spouses.

C. Grant of Franchise Rights. Subject to the terms of this Agreement, Franchisor grants Franchisee the non-exclusive right to use the System and Marks as described in this Agreement to open and operate one retail Complete Nutrition Store at the address identified on Exhibit A (the "Store") during the term of this Agreement. Franchisee hereby accepts such grant and agrees to operate one Complete Nutrition Store in accordance with the System under the Marks as described in this Agreement at the location set forth on Exhibit A and to exert continuously its best efforts to promote and enhance the operation of the Store and the goodwill associated with the Marks. For the avoidance of doubt, Franchisee's rights are limited to operating a *retail* Complete Nutrition Store, and Franchisee shall not operate a mail order, direct marketing, catalog, wholesale, distribution, exporting, or similar business, including through the Internet or social media or networking sites like Facebook or Twitter.

2. SITE SELECTION, LEASE, AND DEVELOPING THE STORE

A. Site Selection. Franchisor and Franchisee have identified an area in which the Franchisee may select a site (the "Site-Selection Area"), which is described in Exhibit A hereto. Franchisee will select the proposed site for the location of the Store within the Site-Selection Area and submit a completed site analysis package, including demographics and other material requested by Franchisor containing all information reasonably required by Franchisor to assess a proposed site. Within 30 days after receipt, Franchisor will advise Franchisee whether the proposed site is acceptable. Franchisor is not responsible for and does not make any warranty regarding the suitability of the site. Its consent to a site means only that the site meets Franchisor's minimum standards for an acceptable location of a Complete Nutrition Store. Franchisee is solely responsible for investigating the site and having any leases or sale contract for the site reviewed. Franchisor requires Franchisee to utilize the services of an approved supplier to provide site identification, lease negotiations and review, construction management and other related services.

B. Lease of Store's Site. Franchisee agrees to present to Franchisor, or its designated third party supplier, for its acceptance any lease or sublease for the Store's site (the "Lease") before Franchisee signs it. The Lease must contain terms and provisions that are reasonably acceptable to Franchisor. At Franchisor's request, Franchisee agrees to sign, and obtain the lessor's consent to, the Lease Rider attached as Exhibit C. Franchisee acknowledges that Franchisor's guidance and assistance (if Franchisor chooses to provide it) and/or acceptance of the Lease is not a guarantee or warranty, express or implied, of the success or profitability of a Complete Nutrition Store operated at the site or the suitability of the Lease for Franchisee's business purposes. Franchisor's acceptance indicates only that it believes that the Lease's terms meet its then acceptable criteria.

If Franchisee intends to own the Store's site, then within ninety (90) days of Franchisor accepting the Store's site Franchisee must furnish to Franchisor proof of ownership or an executed sale contract for the site. Franchisee's submission of proof of ownership or an executed sale contract will be deemed a warranty by Franchisee that the Store's site can be utilized for retail purposes according to the terms of this Agreement. Franchisee (or its owners if Franchisee is an entity) must create a separate entity to own the Store's site and then lease the site to Franchisee at its full rental value and on commercially reasonable terms, including the requirements for a Lease set forth in the preceding paragraph.

C. Developing and Equipping the Store. Franchisee is responsible for developing the Store at its expense. Franchisor will provide Franchisee mandatory and suggested specifications and layouts for a Complete Nutrition Store, including requirements or recommendations (as applicable) for dimensions, design, interior layout, signage, décor, preferred vendors, designers, suppliers, architects, builders and Operating Assets (as defined in Section 5.A.).

It is Franchisee's responsibility to prepare all required construction and remodeling plans and specifications to suit the Store and to make sure that they comply with the Americans with Disabilities Act (the "ADA") and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions. Franchisor's specifications are not designed to necessarily reflect these requirements, nor are such specifications designed to be used for construction plans. Franchisee must submit all construction and remodeling plans and specifications to Franchisor for its acceptance before beginning build-out for the Store and all revised or "as built" plans and specifications during construction and development. Franchisor's review is limited to ensuring Franchisee's compliance with design requirements. Franchisor's review is not designed to assess compliance with federal, state, or local laws and regulations, as compliance with such laws is Franchisee's responsibility. Franchisee agrees to remedy, at its expense,

any noncompliance or alleged noncompliance with such laws. Franchisee shall pay all taxes associated with the development and equipping of the Store, including any use taxes.

D. Pre-Sale of Products. Prior to opening the Store, Franchisee shall be permitted to offer and sell certain products to customers on the following conditions: (1) Franchisee has completed all pre-opening training to Franchisor's satisfaction; (2) Franchisee has obtained all required licenses and permits to offer and sell such products; and (3) such offers and sales will be conducted only in the Territory (as defined in Section 3.A) and in accordance with Franchisor's standards and specifications and in compliance with all applicable laws, rules and regulations; and (4) Franchisor has been furnished with copies of all insurance policies required under this Agreement, or such other evidence of insurance coverage and payment of premiums as Franchisor requests. All such sales shall be included in Gross Sales for purposes of calculating Franchise Royalties and other periodic fees due to Franchisor hereunder.

E. Store Opening. Franchisee agrees not to open the Store for business or otherwise sell or offer to sell products to the public until: (1) it has properly developed and equipped the Store according to Franchisor's standards and specifications and in compliance with all applicable laws, rules and regulations; (2) all pre-opening training for the Store's personnel has been completed to Franchisor's satisfaction; (3) all amounts that Franchisee then owes to Franchisor or its affiliates have been paid; (4) Franchisee has obtained all required licenses and permits to operate the Store; (5) Franchisor has been furnished with copies of all insurance policies required under this Agreement, or such other evidence of insurance coverage and payment of premiums as Franchisor requests; and (6) Franchisor has (at its option) conducted a pre-opening inspection and approved, in writing, the Store for opening. Franchisee agrees to open the Store for business and commence conducting business at the Store within 12 months from the Agreement Date (the "Opening Deadline"). Franchisee's failure to open the Store for business and commence conducting business at the Store by the Opening Deadline shall be considered a default under this Agreement.

3. TERRITORY

A. Rights in Territory. In this Agreement, the "Territory" means the geographic area specified on Exhibit A. So long as Franchisee is not in default, during the term of this Agreement neither Franchisor nor its affiliates will operate, or authorize any other party to operate, a Complete Nutrition Store, the physical premises of which are located within the Territory.

B. Reservation of Rights. Franchisor, on behalf of itself and its affiliates, reserves all rights not specifically granted to Franchisee pursuant to this Agreement, all without compensation to Franchisee, including but not limited to the following:

(1) Franchisor and its affiliates may own or operate, or license or franchise others to own or operate, Complete Nutrition Stores adjacent to the Territory or anywhere outside of the Territory.

(2) Franchisor and its affiliates are allowed to own, open, franchise, operate, and/or manage any businesses within the Territory or outside of the Territory under trademarks or service marks different than the Marks.

(3) Franchisor and its affiliates are allowed to own, open, franchise, operate, and/or manage any business or restaurant within the Territory or outside of the Territory under systems that are different than the System.

(4) Franchisor and its affiliates may develop, merchandise, sell and license others to sell within the Territory or outside of the Territory products, whether bearing the Marks or otherwise, through other

channels of distribution such as the Internet, print catalogues, direct marketing media and through wholesale or retail sales (other than retail sales through a dedicated Complete Nutrition Store). In addition, Franchisor and its affiliates may promote products bearing the Marks at special events, athletic contests, etc., through temporary locations and mobile units.

(5) Franchisor and its affiliates have the right, now or in the future, to purchase, merge, acquire, be acquired or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as Complete Nutrition Stores operating under the Marks following such purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which Franchisee acknowledges may be within the Territory or close to the Territory or Site).

(6) Franchisor and its affiliates may sell themselves, their assets, their proprietary marks, the Marks, their systems and/or the System to a third party; may go public; may engage in a private placement of some or all of their securities; may merge, acquire other corporations or entities, or be acquired by another corporation or entity; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any of the above transfers, Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the loss of Franchisor's name, the Marks (or any variation thereof), the System and/or the loss of being identified as a franchisee under this Agreement. If Franchisor assigns its rights in this Agreement, nothing will be deemed to require Franchisor to remain in the nutritional supplement and health and beauty business or to offer or sell any products or services to Franchisee.

C. Relocating the Store. So long as Franchisee is not in default under this Agreement, it may relocate the Store within the Territory with Franchisor's prior written consent. However, the Territory for the relocated Site may, at our discretion, be subject to renegotiation, and Franchisee will be required to update Store to current design standards. Regardless of the reason for relocating, Franchisee agrees to pay all costs and expenses of relocating the Store including the cost of a demographic study, and Franchisee shall pay Franchisor a relocation fee to compensate Franchisor for its costs and expenses in reviewing the proposed relocation Site and any new lease or purchase contract related thereto. The relocation fee will not exceed Three Thousand Dollars ($3,000).

4. TRAINING, GUIDANCE AND ASSISTANCE

A. Initial Training. Upon signing this Agreement, Franchisee will be given access to the learning center, an online set of courses that comprise a part of the initial training program. Franchisor may require Franchisee or its Managing Owner to complete certain portions of the learning center prior to up to a total of 4 people associated with the Store attending in-person initial training program ("Franchise Boot Camp") at Franchisor's office. Franchisee is responsible for all wages, living and travel expenses for its self and its employees. At least ninety (90) days before Franchisee opens the Store, Franchisee or its Managing Owner must satisfactorily complete the Franchise Boot Camp program to Franchisor's satisfaction by scoring at least 85% on the final exam. If any required person does not meet this minimum score, that person will be required to attend additional training at Franchisee's sole cost and expense. If Franchisee or its Managing Owner once again fails to meet the minimum score on the final exam, Franchisor has the right to terminate this Agreement. If Franchisee currently operates a Complete Nutrition Store, the initial training program is not mandatory, unless Franchisor deems it necessary.

B. Ongoing and Supplemental Training. During the term of this Agreement, Franchisor may periodically require Franchisee or its Managing Owner), and/or previously trained and experienced Store personnel to attend and satisfactorily complete various training courses, programs and conventions that

Franchisor chooses to provide. Franchisor may charge reasonable fees for these training courses, programs and conventions.

C. General Guidance. Franchisor will make available continuing advisory assistance in the operation of the Store, rendered in such manner and available from time to time, as Franchisor may deem appropriate. If Franchisor sends its representatives to the Store to provide assistance, it reserves the right to charge a reasonable fee for this type of assistance.

D. Operations Manual. Franchisor will provide Franchisee, for the duration of the term of this Agreement, with access to the Franchisor's confidential Operations Manual (the "Operations Manual"). The Operations Manual will be in a format determined by Franchisor (i.e., in writing, on CD-ROM, via electronic media through a secure website, etc.) and includes all other supplemental bulletins, notices, revisions, modifications, or supplemental information, either in document or electronic form, concerning the System that are delivered by Franchisor or otherwise communicated to Franchisee in writing. Also included are any passwords or other digital identifications necessary to access the Operations Manual on a website.

Franchisee understands and agrees that any required specifications, standards, and/or operating procedures exist to protect Franchisor's interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those day-to-day operational matters that are reserved to Franchisee. The Operations Manual will contain mandatory and suggested specifications, standards and operating procedures that Franchisor develops for Complete Nutrition Stores and information relating to other obligations of Franchisee. Franchisee agrees to comply with the mandatory requirements in the Operations Manual and acknowledges that such compliance is an essential part of its obligations under this Agreement. Franchisee must at all times be responsible for ensuring that its employees and all other persons under its control comply with the mandatory provisions of the Operations Manual in all respects.

The Operations Manual will constitute Franchisor's Confidential Information (as defined in Section 11.C. below) and shall remain Franchisor's property. The Operations Manual cannot be photocopied, reproduced or disseminated without Franchisor's written consent. The Operations Manual may be modified from time to time by Franchisor in its sole discretion, and Franchisee agrees that from time to time Franchisor may reasonably change the System.

Franchisee expressly agrees to comply with each modification, addition or deletion of the System or Operations Manual at its sole cost and expense. Franchisee acknowledges that such changes may involve the expenditure of substantial sums of money. Franchisor agrees to impose such requirements and changes in a reasonable, non-discriminatory manner among other franchisees. Franchisee must at all times insure its copy of the Operations Manual is kept current and up-to-date. In the event of any dispute as to the contents of the Operations Manual, the terms of the master copy of the Manual maintained by Franchisor shall be controlling.

Because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, in its sole discretion and as it may deem to be in the best interests of all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular territory, density of population, business potential, business practice or other condition important to the successful operation of such franchise owner's business. Franchisor may grant variations from standard specifications and practices as it determines in its sole discretion, and Franchisor shall have no obligation to grant other franchisees like or similar variations.

E. Delegation of Performance. Franchisor has the right to delegate the performance of any portion or all of Franchisor's obligations under this Agreement from time to time to third party designees, whether these designees are Franchisor's agents or independent contractors with whom Franchisor contracts to perform these obligations.

5. STORE OPERATION AND SYSTEM STANDARDS

A. Condition and Appearance of Store. Franchisee may not use, or allow any other party to use, any part of the Store for any purpose other than Franchisee's operation of a Complete Nutrition Store in compliance with this Agreement. Franchisee agrees to place or display at the Store (interior and exterior) only those signs, emblems, designs, artwork, lettering, logos and display and advertising materials (including materials related to the Complete Nutrition franchise opportunity) that Franchisor periodically specifies. Franchisee agrees to maintain the condition and appearance of the Store and the Operating Assets in accordance with the System standards set forth from time to time in the Operations Manual ("System Standards") and in compliance with all applicable laws, rules and regulations. Without limiting that obligation, Franchisee agrees to take, at its expense, the following actions during the term of this Agreement: (1) thorough cleaning, repainting and redecorating of the interior and exterior of the Store at intervals that Franchisor may periodically prescribe and at Franchisor's direction; (2) interior and exterior repair of the Store as needed; and (3) repair or replacement, at Franchisor's direction, of damaged, worn-out or obsolete Operating Assets at intervals that Franchisor periodically prescribes (or, if Franchisor does not prescribe an interval for replacing any Operating Asset, as that Operating Asset needs to be repaired or replaced). "Operating Assets" means all required furniture, fixtures, equipment (including components for the Computer System (as defined in Section 5.C.)), video surveillance equipment, alarm monitoring systems, vehicles and signage that Franchisor periodically requires for the Store and the business Franchisee operates under this Agreement.

In addition to Franchisee's obligations described above, Franchisor may from time to time require Franchisee to substantially alter the Store's appearance, layout and/or design, and/or replace a material portion of the Operating Assets, in order to meet Franchisor's then current requirements for new Complete Nutrition Stores. Franchisee acknowledges that this obligation could result in its making extensive structural changes to, and significantly remodeling and renovating, the Store, and/or in Franchisee's spending substantial amounts for new Operating Assets, from time to time during the term of this Agreement, and Franchisee agrees to incur, without limitation, any capital expenditures required in order to comply with this obligation and Franchisor's requirements, including the following:

Remodel for Existing Lease	Required at time of Renewal
Remodel for New Lease	10 year Lease Required Remodel at 5 years and at Renewal
Remodel for New Lease	5 year Lease Required at time of every Renewal
Transfers	Mandatory Aesthetic Refresh

Within sixty (60) days after receiving written notice from Franchisor, Franchisee shall have plans prepared according to the standards and specifications that Franchisor prescribes and, if Franchisor requires, using architects and contractors that Franchisor designates or approves, and Franchisee must submit those plans to Franchisor for its approval. Franchisee agrees to complete all work according to the plans that Franchisor approves within the time period that Franchisor specifies.

B. Management of the Store. The Store must be managed by Franchisee or the Managing Owner. Franchisee recognizes the importance of the Managing Owner's participation in the management of the Store and that the Managing Owner's agreement to participate in the management of the Store is a material inducement for Franchisor to enter into this Agreement. Therefore, Franchisee agrees that the Managing Owner who has satisfactorily completed Franchisor's initial training program is required to use

his or her best efforts and is personally responsible for the management of the Store on a day-to-day basis. Supervisory personnel are required to sign an agreement regarding confidentiality and covenants not to compete which will be set forth in the Operations Manual.

C. Computer System. Franchisee agrees to obtain and use the computer hardware and software that Franchisor periodically specifies, including hardware components, dedicated telephone and power lines, modems, printers, and other computer-related accessories and peripheral equipment (the "Computer System"). Franchisee will use the Computer System to access the Extranet (as defined below) and to input and access information about Franchisee's customers, sales, Gross Sales and operations. Franchisor may periodically modify specifications for and components of the Computer System. Franchisor's modification of specifications for the Computer System and/or other technological developments or events, may require Franchisee to purchase, lease and/or license new or modified computer hardware, software and other components and to obtain service and support for the Computer System. Franchisee agrees to incur the costs of obtaining the computer hardware, software and other components comprising the Computer System (and additions and modifications) and required service or support. The Computer System shall permit twenty-four (24) hours per day, seven (7) days per week electronic access and communications between Franchisee and Franchisor, including access to the Internet.

Franchisee is solely responsible for protecting itself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders, and Franchisee waives any and all claims Franchisee may have against Franchisor as a direct or indirect result of such disruptions, failures, or attacks.

Franchisee must comply with all laws and regulations relating to privacy and data protection, and must comply with any privacy policies or data protection and breach response policies Franchisor periodically may establish. Franchisee must notify Franchisor immediately of any suspected data breach at or in connection with the Store.

D. Extranet/Intranet. Franchisor may, at its option, establish a restricted website providing communications among Franchisor, its affiliates, Franchisee, other Complete Nutrition Stores, and other persons and entities to whom Franchisor (in its judgment) periodically determines to give access (the "Extranet"). The Extranet may be a part of the System Website (as defined below) and shall provide the features, services and functionality that Franchisor periodically specifies. Franchisor may implement and periodically modify System Standards relating to the Extranet and, at Franchisor's option, may discontinue the Extranet, or any services offered through the Extranet, at any time. Franchisor will own all intellectual property and other rights in the Extranet and all information it contains, including any personal or business data that Franchisee and its personnel supply, and all information relating to the patrons of the Store, whether that information is contained on Franchisee's Computer System or Franchisor's (or its designee's) computer system.

E. Approved Products and Suppliers. So long as this Agreement is in effect, Franchisee agrees to purchase from Franchisor and/or its affiliates the proprietary nutritional supplements and related beauty and health products and other items, in such quantity as may be designated from time to time in the Operations Manual or otherwise. Franchisee acknowledges that its agreement to comply with the foregoing is a material condition upon which this franchise is granted. Further, Franchisee acknowledges that the use of these proprietary products that Franchisee must purchase from Franchisor and/or its affiliates is an integral part of operating the Store. If Franchisor or its affiliates are unable to offer any of these proprietary products, Franchisor may designate an approved supplier or suppliers for these products.

(1) Contingent upon the availability of products, Franchisor and its affiliates will use their commercially reasonable efforts to supply such products to Franchisee within a reasonable time after the

receipt of orders therefore; provided that neither Franchisor nor its affiliates warrant that: (i) it will be able to obtain all such products, or (ii) that the products will be obtained by the dates requested.

(2) Franchisor or its affiliates shall establish and have exclusive control over the prices, discounts, specifications, and all other terms and conditions governing the sale of products to Franchisee. Pricing of products is subject to change at any time or from time to time in Franchisor's or its affiliates' sole discretion, effective upon 30 days prior notice. Generally, prices will change when costs to Franchisor or its affiliates change.

(3) All purchases of product, supplies and equipment from Franchisor or its affiliates shall be personally guaranteed by the individuals who are required to guarantee this Agreement. The terms of payment shall be established by Franchisor or its affiliates from time to time.

Other than required purchases from Franchisor or its affiliates, Franchisee is required to purchase all products, services, supplies, equipment and materials required for the operation of the Store from manufacturers, suppliers or distributors designated by Franchisor, or from other suppliers Franchisor approves who meet Franchisor's specifications. Specification of a supplier may be conditioned on requirements relating to frequency of delivery, standards of services, including prompt attention to complaints, as well as payments, contributions, or other consideration to Franchisor or its affiliates, and may be temporary, in each case in Franchisor's reasonable discretion. Franchisor may, from time-to-time withhold, condition and/or revoke our approval of particular items or suppliers in its reasonable discretion. Franchisor or its affiliates may receive rebates, commissions, and other benefits from suppliers in relation to items purchased by Franchisee and other franchisees. Franchisor has the right to condition or revoke Franchisee's right to participate in any supplier programs if Franchisee is in default under this Agreement.

If Franchisee wants to use any products for or at the Store that Franchisor has not yet evaluated or purchase any product or service from a supplier that Franchisor has not yet approved (for products that Franchisor requires Franchisee to purchase only from designated or approved suppliers), Franchisee first agrees to submit sufficient information, specifications and samples for Franchisor to determine whether the product or service complies with Franchisor's standards and specifications or the supplier meets Franchisor's criteria. Franchisor may condition its approval of a supplier on requirements relating to product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), and/or other criteria. Franchisor has the right to require the proposed supplier to pay an application fee, inspect the proposed supplier's facilities and to require the proposed supplier to deliver product samples or items, at Franchisor's option, either directly to Franchisor or to any third party it designates for testing. Franchisor reserves the right periodically to re-inspect the facilities and products of any approved supplier and to revoke its approval of any supplier, product or service that does not continue to meet its criteria. Notwithstanding the foregoing, Franchisor may limit the number of approved suppliers with whom Franchisee may deal, designate sources that Franchisee must use, and/or refuse any of Franchisee's requests for any reason.

F. Compliance with Laws and Good Business Practices. Franchisee agrees to secure and maintain in force throughout the term of this Agreement all required licenses, permits and certificates relating to the operation of the Store and operate the Store, and otherwise conduct its business under this Agreement, in full compliance with all applicable laws, ordinances and regulations, including laws relating to operating and selling nutritional supplements and other health and beauty products and accessories (if and to the extent applicable), the ADA, all environmental regulations, and all present and future laws, regulations, policies, lists and other requirements of any governmental authority addressing or relating to terrorism, terrorist acts or acts of war. Franchisee will immediately report to Franchisor any

violation or suspected violation of any applicable law, ordinance or regulation related to the Store, including without limitation any actual or suspected theft of loss of personal information (other than personal information of Franchisee's own officers, directors, shareholders, members, managers, partners, employees or service providers).

Franchisee agrees that the Store will in all dealings with its customers, suppliers, Franchisor and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice that might injure Franchisor's business or the goodwill associated with the Marks or other Complete Nutrition Stores. Franchisee agrees to notify Franchisor in writing within three (3) business days of: (1) the commencement of any action, suit or proceeding relating to the Store; (2) the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which might adversely affect Franchisee's operation or financial condition or that of the Store (including the revocation or threatened revocation of any license, permit or certification applicable to the Store); or (3) any notice of violation of any law, ordinance or regulation relating to the Store.

G. Insurance. During the term of this Agreement, Franchisee agrees to procure, from a vendor approved and/or designated by Franchisor, and maintains in force, at its sole expense, the minimum insurance coverage for the Store in the amounts, and covering the risks, as follows:

- $1,000,000/$2,000,000 premises, products, completed operations (each occurrence)/$4,000,000 general aggregate including products and completed operations
- Minimum Fire damage $300,000
- Minimum Medical Expenses $15,000
- $1,000,000 auto liability limit if franchisee owns vehicles or $1,000,000 hired and non-owned if franchisee does not own vehicles
- $500,000/$1,000,000 employer's liability workers' compensation limit
- $1,000,000 umbrella liability limits
- Cyber liability

All of Franchisee's insurance carriers must be licensed to do business in the state in which the Store is located and be rated A- or higher by A.M. Best and Company, Inc. (or such similar criteria as Franchisor periodically specifies). These insurance policies must be in effect before Franchisee opens the Store for business. Franchisor may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or relevant changes in circumstances. Insurance policies (other than worker's compensation) must name Franchisor and any affiliates it periodically designates as additional insureds and provide for thirty (30) days' prior written notice to Franchisor of the material modification, cancellation or non-renewal of any policy. No "other insurance" clause may be invoked by any insurer. The coverage described herein shall apply whether or not the Franchise's indemnification obligation is valid. Franchisee agrees to periodically send Franchisor a valid certificate of insurance or duplicate insurance policy evidencing the coverage specified above and the payment of premiums. If Franchisee fails to maintain such insurance, Franchisor may procure such insurance on Franchisee's behalf and will be entitled to reimbursement from Franchisee of Franchisor's costs to do so, in addition to any other rights and remedies Franchisor may have under this Agreement. However, Franchisor is not obligated to obtain such insurance on Franchisee's behalf. Regardless of the amounts Franchisor requires, it will be Franchisee's responsibility to maintain adequate insurance coverage at all times during the Term of and after the expiration or termination of the Term of this Agreement. Franchisee should determine if additional insurance is necessary through consultation

with its advisors. Franchisee's failure to maintain coverage will not relieve Franchisee of any contractual responsibility or obligation or liability under this Agreement.

H. Prices for Products. Franchisor may exercise rights with respect to the pricing of products to the fullest extent permitted by then-applicable law. These rights include (subject to applicable law) prescribing the maximum and/or minimum retail prices that Franchisee may charge customers for the products offered and sold at the Store; recommending retail prices; advertising specific retail prices for some or all products sold at the Store, which prices Franchisee will be compelled to observe; engaging in marketing, promotional and related campaigns which Franchisee must participate in and which may directly or indirectly impact Franchisee's retail prices (such as "buy one, get one free"); and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which Franchisee's Store may charge the public for the products it offers.

I. Compliance with System Standards. The Store must conform with the mandatory standards set forth in the Operations Manual relating to signage, color scheme, appearance, methods and hours of operation, cleanliness, sanitation, employee uniforms, type of equipment and décor as designated by Franchisor. Unless Franchisor gives its prior consent, Franchisee must offer for sale only those products that Franchisor has authorized. If an approved product becomes an unauthorized product, then Franchisee must immediately destroy or return the unauthorized product to the vendor. In no event shall Franchisee maintain or store any unauthorized products at the Store's premises. If Franchisee offers to sell or sells products or services that are not authorized, fails to conform to any other mandatory standards set forth in the Operations Manual or fails to have 70% of its Gross Sales from Complete Products, Franchisee agrees that Franchisor will be damaged. In addition to these deficiencies being considered a default under this Agreement and Franchisee shall also pay to Franchisor a fee in the amount set forth in the Operations Manual based on the nature of the violation, which amount shall be between $100 and $1,000 per day for each violation. Franchisee agrees that a precise calculation of the full extent of the damages that Franchisor will incur from the offer or sale of unauthorized products and services are difficult to determine and all parties desire certainty in this matter and agree that the damages provided here are reasonable and constitute liquidated damages and not a penalty, and these damages will be in addition to any other rights and remedies Franchisor may have against Franchisee.

Franchisee agrees to, and will take all steps as are necessary to, ensure that all of its employees treat each customer fairly and provide services in an honest, ethical and non-discriminatory manner. Franchisee must not advertise in a deceptive, misleading or unethical manner, and Franchisee agrees to meet such minimum standards as Franchisor may establish from time to time in the Operations Manual.

Franchisor may require Franchisee, if permitted by applicable law, to participate in a gift card or other customer loyalty program in accordance with the provisions either set forth in the Operations Manual or otherwise provided in writing. In order to participate, Franchisee may be required to purchase additional equipment and pay any fees applicable to the use of that equipment. So long as Franchisor operates a gift card or loyalty program, Franchisor has the right to determine how the amount of the gift cards or loyalty cards will be divided or otherwise accounted for, and Franchisor reserves the right to retain the amount of any unredeemed gift cards. In the event that Franchisor should adopt or operate a customer loyalty program that involves franchisees receiving from customers funds that are or may be refundable to such customers, Franchisee shall at all times be solely responsible for making any refunds as may be due the customers in connection with such program.

J. Modification of System. Because complete and detailed uniformity under many varying conditions might not be possible or practical, Franchisor reserves the right to vary System Standards for any Complete Nutrition Store or group of Complete Nutrition Stores based upon the peculiarities of any conditions or factors that Franchisor considers important to its operations. Franchisee has no right to

require Franchisor to grant Franchisee a similar variation or accommodation, nor does Franchisee have any right to require Franchisor to disclose any such variations or accommodations.

6. FEES AND PAYMENT FOR PRODUCTS AND SUPPLIES; SECURITY INTEREST

A. Initial Franchise Fee. Franchisee agrees to pay Franchisor a nonrecurring and nonrefundable initial franchise fee in the amount of Forty-Nine Thousand Five Hundred Dollars ($49,500) upon signing this Agreement or discounted rate based upon a development agreement for additional stores.

B. Franchise Royalties. Franchisee agrees to pay Franchisor, on or before the fifth (5th) day of each month (the "Payment Day"), a royalty ("Franchise Royalties") in an amount equal to a percentage of Franchisee's Gross Sales during the previous month. The percentage of Franchise Royalties Franchisee will be obligated to pay Franchisor is determined pursuant to the following chart:

Percentage of Gross Sales Attributable to Sales of Complete Products	Franchise Royalties Percentage
0 – 74%	9.00%
75% and above	8.00%

As used herein, "Gross Sales" means the total amount of all sales of products, services and merchandise sold from, though, or in connection with the Store, whether for cash, on credit, barter or otherwise, in each case exclusive of applicable sales, use or service taxes. As used herein, "Complete Products" means the nutritional supplements, dietary products, sports nutrition products, miscellaneous healthcare and sports products and accessories and related products manufactured or distributed by R2 Distribution, LLC or one of its affiliates bearing the "Complete Nutrition" or other proprietary mark, or otherwise identified as Complete Products by Franchisor.

C. Payment Method and Timing. Franchise Royalties will be paid on or before the 5th day of every month (unless a legal holiday falls on the 5th day of a month, in which case the payment will be made on the next day which is not a legal holiday), and all of these payments will be made via electronic funds transfer ("EFT") or such other manner which Franchisor may designate from time to time. None of these fees are refundable. Any payment not received by Franchisor on or before the date they are due will be deemed overdue. Franchisee will comply with the procedures specified in the Manual or as otherwise communicated for such EFT or other program and will perform the acts and sign the documents, including authorization forms that Franchisor, its bank, and Franchisee's bank may require to accomplish payment by EFT or the other method Franchisor designates, including authorizations for Franchisor to initiate debit entries and/or credit correction entries to a designated checking or savings account. In addition, Franchisee will pay all costs associated with utilizing an EFT payment program.

If Franchisee fails to report the Store's Gross Sales for any month, Franchisor may debit Franchisee's account for one hundred twenty percent (120%) of the Franchise Royalties that Franchisor debited for the previous month. If the amount Franchisor debits from Franchisee's account is less than the amount Franchisee actually owes Franchisor for the month (once Franchisor has determined the true and correct Gross Sales of the Store for the month), Franchisor will debit Franchisee's account for the balance due on the day that Franchisor specifies. If the amount Franchisor debits from Franchisee's account is greater than the amount Franchisee actually owes Franchisor for the month (once Franchisor has determined the true and correct Gross Sales of the Store for the month), Franchisor will credit the excess, without interest, against the amount that Franchisor otherwise would debit from Franchisee's account during the following month.

Franchisor has the right, at its sole option upon notice to Franchisee, to change from time to time the timing and terms for payment of Franchise Royalties and other amounts payable to Franchisor under this Agreement. For example, Franchisor may change the frequency at which payments are calculated to bi-monthly or weekly.

D. Interest on Late Payments. All amounts that Franchisee owes Franchisor and its affiliates (including Franchise Royalties and payments for product purchases), if not debited from Franchisee's account or paid within seven (7) days after the due date, will bear interest beginning after their original due date at one and one-half percent (1.5%) per month or the highest commercial contract interest rate the law allows, whichever is less. Franchisee acknowledges that this. is not Franchisor's agreement to accept any payments after they are due or Franchisor's commitment to extend credit to, or otherwise finance Franchisee's operation of, the Store.

E. Application of Payments and Right of Setoff. Notwithstanding any designation that Franchisee makes, Franchisor may apply any of Franchisor's debits or Franchisee's payments to any of Franchisee's past due indebtedness to Franchisor (or its affiliates). Franchisor may setoff any amounts Franchisee or its owners owe Franchisor or its affiliates against any amounts that Franchisor or its affiliates owe Franchisee or its owners, whether in connection with this Agreement or otherwise. Franchisee may not claim any such damages by way of setoff, counterclaim or defense. Franchisee agrees that Franchisee will not withhold payment of any amounts owed to Franchisor or its affiliates on the grounds of Franchisor's or their alleged nonperformance of any of its or their obligations under this Agreement or any other agreement.

F. Taxes. Franchisee agrees to pay and to indemnify and/or reimburse Franchisor and its affiliates for all capital, gross receipts, sales, and other taxes and assessments imposed by any applicable state or local governmental authority as a result of the conduct of the Store's business or the license of any of Franchisor's or its affiliates' intangible property to Franchisee (whether required to be paid by Franchisor or its affiliates, withheld by Franchisee or otherwise). Franchisee's obligation to indemnify or reimburse Franchisor or its affiliates for these taxes does not extend to income-type taxes which a state or local government imposes on Franchisor or its affiliates' income.

G. Security Interest. Franchisee hereby grants Franchisor a security interest ("Security Interest") in all of the Franchisee's accounts, accounts receivable, rights to any payments, chattel paper, contract rights, instruments, documents, letters of credit, money, deposit accounts, notes, general intangibles, payment intangibles, investments, securities, supporting obligations, and all books records and other documents related to any of the foregoing; all equipment, vehicles, machinery, inventory, fixtures, accessions, furniture, consumer goods, office and computer equipment, and software, including without limitation any developed or undeveloped software, processes, or computer code; all Franchisee's trademarks, trade names, copyrights, patents, and all other intellectual property, and the goodwill of the business associated therewith; all bonds, licenses, and permits; all customer lists, sales records, and purchase records, and all replacements, substitutions, products, and proceeds of any of the foregoing, whether cash, non-cash or insurance proceeds, all whether now owned or hereafter acquired, and all whether now existing or hereafter created. (the "Collateral"). The Security Interest is to secure the payment of all amounts due under this Agreement or otherwise owed by Franchisee to Franchisor or any of its affiliates, regardless of the nature of the obligation, together with all sums the Franchisor or its affiliates may, at their option, expend or advance for the maintenance, preservation and protection of the Collateral, and any modifications, replacements, substitutions, extensions, refinancings, or renewals of any of the foregoing, together with all expenses (including attorney's fees) the Franchisor incurs in the preservation or enforcement of Franchisor's rights under any of the foregoing, all whether now existing or hereafter arising.

7. ADVERTISING AND MARKETING

A. Marketing Opening Program. Franchisee agrees, at its expense, to implement a marketing opening program for the Store in accordance with the System Standards and/or Operations Manual. Franchisor will consult with Franchisee regarding its opening marketing and grand opening campaign. Franchisee agrees to expend on its start-up marketing and grand opening campaign approximately Six Thousand Dollars ($6,000) at least thirty days prior to opening the Store and $1,000 no later than the 90th day following the opening, for local public relations, influencer relationship building, and media pitching (the "Marketing Opening Expenses"). Additionally, Franchisee will provide Franchisor, within 120 days after the opening of the Store, proof of its Marketing Opening Expenses in such form, with such detail and including copies of such start-up marketing and grand opening campaign and receipts as Franchisor requests.

B. Advertising Fund. The Advertising Fund will be used to provide advertising and promotional activities that Franchisor deems beneficial to the System. Although Franchisee is not required to contribute to this Advertising Fund, Franchisor, in its absolute sole discretion may contribute a portion of the Royalty Fees to the Advertising Fund from time to time. At the time of this Agreement, Franchisor contributes 2% of the Royalty Fees to the Advertising Fund, but Franchisor is under no obligation to continue to do so. The Advertising Fund shall be used for the payment of costs associated with the creation, production, and distribution of advertising materials Franchisor may develop or have developed, and for any taxes incurred on these funds. The Advertising Fund is intended to maximize recognition of the Marks and the patronage of Complete Nutrition Stores generally. Although Franchisor will try to use the Advertising Fund to develop advertising and marketing materials and programs that will benefit all Complete Nutrition Stores, Franchisor does not ensure that the Advertising Fund expenditures in or affecting any geographic area will be proportionate or equivalent to the Advertising fund contributions by Complete Nutrition Stores operating in that geographic area or that any particular Complete Nutrition Store will benefit directly or in proportion to its Advertising Fund contributions. Franchisor has the right to determine the type of advertising and the media in which it will appear, as it deems appropriate. Franchisor has the sole right to formulate and make policy decisions concerning every aspect of the advertising consistent with applicable law. Franchisor does not have to spend the advertising funds during any specific time period. Advertising may be handled by the outside advertising agency that Franchisor selects.

Unaudited financial statements of the Advertising Fund will be made available to Franchisee upon reasonable request. If Franchisor does not use all of the funds deposited in the Advertising Fund in a particular fiscal year, the remaining funds will be carried over to the next fiscal year and be included in that year's advertising budget. Franchisor is entitled to reimbursement from the Advertising Fund to cover Franchisor's administrative and overhead expenses associated with operating the Advertising Fund. The Advertising Fund is not Franchisor's asset. The Advertising Fund is not a trust. Franchisor has a contractual obligation to hold all Advertising Fund contributions for the benefit of the contributors and to use the contributions only for the purposes described above. Franchisor has no fiduciary obligation to Franchisee for administering the Advertising Fund.

C. Advertising Cooperatives. Franchisor reserves the right to identify certain advertising markets that may benefit from the formation of a local or regional advertising cooperative. Any cooperative we established is required to operate under governing documents designated by Franchisor. If the Store will be located in an area Franchisor has designated for an advertising cooperative, Franchisee will be required to join the cooperative. All members of a cooperative will be required to sign a Membership Agreement and pay monthly contributions to the cooperative at the rate established by the governing body of the cooperative. This contribution will count towards the Marketing Spending Requirement (defined below).

The members and their elected officers are responsible for the operation of the advertising cooperative, but Franchisor may control the Cooperative's formation, organization, governance, administration and operation, including all advertising, marketing and promotional activities. Franchisor has the right to approve all advertising, marketing, and public relations activities of the advertising cooperative. A member of Franchisor's staff may be a non-voting, advisory member of the cooperative's governing body. Franchisor reserves the right to change, dissolve or merge any cooperative. Upon request, Franchisor will provide copies of any applicable governing document for a cooperative Franchisee is required to join. The unaudited financial statements of any cooperative of which Franchisee is a member will be made available upon Franchisee's reasonable request.

D. Marketing Spending Requirement. For the first calendar quarter of Franchisee's operation of the Store, Franchisee shall be required to spend at least $15,000 on advertising, marketing and promotional programs for the Store. Commencing on the fourth (4th) full calendar month of Franchisee's operation of the Store, Franchisee agrees to spend at least five percent (5%) of the Store's Gross Sales for the previous month on advertising, marketing and promotional programs for the Store (the "Marketing Spending Requirement"). The Marketing Spending Requirement shall be based on the Store's Gross Sales for the previous calendar month. The amounts required by any advertising cooperative Franchisee is required to join will be credited against the Marketing Spending Requirement. Franchisor may review Franchisee's books and records from time to time and require Franchisee to submit reports periodically to determine its advertising, marketing and promotion expenses.

E. Approval of Advertising. All of Franchisee's (and its cooperative's) advertising, promotion and marketing must be completely clear, factual and not misleading and conform to the highest ethical standards and the advertising and marketing policies that Franchisor periodically specifies. Before using them, Franchisee agrees to send to Franchisor, for its written approval, samples of all advertising, promotional and marketing materials that Franchisor has not prepared or previously approved within the preceding six (6) months. Franchisee may not use any advertising, promotional or marketing materials that Franchisor has not approved in writing. Franchisor assumes no liability to Franchisee or any other party due to Franchisor's approval or disapproval of any advertising, marketing or promotional materials or programs, and Franchisee is responsible for ensuring that all such materials and programs that Franchisee uses and implements comply with all applicable laws, ordinances and regulations.

F. System Websites and Electronic Advertising. Franchisor or one or more of its designees may establish a website or series of websites for the Complete Nutrition Store network (collectively, the "System Website"). If Franchisor includes information about the Store on the System Website, Franchisee agrees to give Franchisor the information and materials that Franchisor periodically requests concerning the Store and otherwise participate in the System Website in the manner that Franchisor periodically specifies. By posting or submitting to Franchisor information or materials for the System Website, Franchisee is representing to Franchisor that the information and materials are accurate and not misleading and do not infringe any third party's rights. Franchisor shall own all intellectual property and other rights in the System Website and all information it contains. Franchisor may implement and periodically modify System Standards relating to the System Website and, at Franchisor's option, may discontinue the System Website, or any services offered through the System Website, at any time.

All advertising, marketing and promotional materials that Franchisee develops for the Store must contain notices of the URL of the System Website in the manner that Franchisor periodically designates. Franchisee may not develop, manipulate, maintain or authorize any other website, other online presence or other electronic medium that mentions or describes the Store or displays any of the Marks without Franchisor's prior approval, which Franchisor may withhold for any reason or no reason.

G. Marketing Efforts. Franchisee shall be required to maintain, at its sole cost and expense and during the term of this Agreement, a membership at a fitness club. Furthermore, Franchisee acknowledges the importance of involvement in networking and marketing activities in its community, and agrees to participate in such activities on a regular basis or as Franchisor may require from time to time.

8. RECORDS, REPORTS AND FINANCIAL STATEMENTS

Franchisee will maintain and preserve for at least seven (7) years from the dates of their preparation, full, complete, and accurate books, records and accounts in the form and manner prescribed by Franchisor from time to time. Franchisee will send to Franchisor annual income and expense statements within ninety (90) days of the end of Franchisee's fiscal year. Franchisee will also send to Franchisor any other information or reports, including copies of balance sheets, copies of sales tax returns, and such other financial reports and information as Franchisor may reasonably request. However, Franchisee will not be obligated to disclose confidential tax returns if such disclosure would violate applicable state law.

Franchisee agrees to verify and sign each report and financial statement in the manner that Franchisor periodically specifies. Franchisor may disclose data derived from these reports, including by creating and circulating reports on the financial results of Franchisee's Store and/or some or all other Complete Nutrition Stores to other Complete Nutrition Store owners, Franchisor's advisors, business partners or lenders, and prospective franchisees, but Franchisor will not (without Franchisee's consent) disclose Franchisee's identity in connection with that data.

9. INSPECTIONS AND AUDITS

A. Franchisor's Inspection Rights. To determine whether Franchisee and the Store are complying with this Agreement and all System Standards, Franchisor and its designated agents and representatives may at all times and without prior notice to Franchisee, inspect the Store and/or videotape, photograph or otherwise remotely monitor the Store's operations and monitor and test the Operating Assets, whether remotely via the Computer System or by other means; remove samples of any products sold at the Store; and interview Store personnel and customers. Franchisee agrees to cooperate with Franchisor fully. If Franchisor exercises any of these rights, it will use commercially reasonable efforts not to interfere unreasonably with the operation of the Store. Franchisee agrees to present to its customers the evaluation forms that Franchisor periodically specifies and to participate and/or request that Franchisee's customers participate in any surveys and other customer satisfaction programs performed by or for Franchisor.

B. Franchisor's Right to Audit. Franchisor may at any time during Franchisee's business hours, and without prior notice to Franchisee, examine the business, bookkeeping and accounting records, sales and income tax records and returns, and other records of the Store. Franchisee agrees to cooperate fully with Franchisor, its representatives and independent accountants in any inspection or audit. If any inspection or audit discloses an understatement of the Gross Sales of the Store, Franchisee agrees to pay, within fifteen (15) days after receiving the inspection or audit report, the Franchise Royalties, Advertising Fees, product purchases and any other amounts due on the amount of the understatement, plus interest from the date originally due until the date of payment. Further, if an inspection or audit is necessary due to Franchisee's failure to furnish reports, supporting records or other information as required, or to furnish these items on a timely basis, or if Franchisor's examination reveals a Franchise Royalties understatement exceeding two percent (2%) of the amount that Franchisee actually reported to Franchisor for the period examined, Franchisee agrees to reimburse Franchisor for the cost of its examination and any future re-examination, including the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of Franchisor's employees.

10. MARKS

A. Ownership and Goodwill of Marks. Franchisee acknowledges that the Marks are Franchisor's (and its licensor's) valid service and/or trademarks. Franchisee recognizes that valuable goodwill is attached to the Marks, and any goodwill arising out of Franchisee's use of the Marks inures to the benefit of Franchisor and its licensor. Franchisee's right to use the Marks is derived only from this Agreement and is limited to Franchisee's operating the Store according to this Agreement and all mandatory System Standards that Franchisor prescribes during its term. Franchisee further acknowledges that the right to use the Marks and the grant contained in this Agreement is non-exclusive. All provisions of this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks that Franchisor periodically authorizes Franchisee to use. Franchisee may not at any time during or after the term of this Agreement contest or assist any other person in contesting the validity, or Franchisor's (or its licensor's) ownership, of the Marks, nor will Franchisee at any time contest Franchisor's or its licensor's right to register, use or license others to use the Marks.

B. Limitations On Use Of Marks. Franchisee agrees to use the Marks as the sole identification of the Store, subject to the notices of independent ownership that Franchisor periodically designates. Franchisee may not use any Mark (1) as part of any corporate or legal business name (no corporate or business name can contain the word "Complete"), (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos that Franchisor has licensed to Franchisee), (3) in selling any unauthorized services or products, (4) as part of any domain name, homepage, electronic address, metatag or otherwise in connection with any website or other online presence without Franchisor's consent, or (5) in any other manner that Franchisor has not expressly authorized in writing. Franchisee may not use any Mark in advertising the transfer, sale or other disposition of the Store or an ownership interest in Franchisee without Franchisor's prior written consent, which Franchisor will not unreasonably withhold. Franchisee will not advertise, or use in advertising or other form of promotion, the Marks without the appropriate copyright, trademark, and service mark symbols ("©", "®", "TM" or "SM") as Franchisor directs. Franchisee agrees to obtain any fictitious or assumed name registrations that applicable law requires.

C. Notification Of Infringements And Claims. Franchisee agrees to notify Franchisor immediately of any actual or apparent infringement of or challenge to Franchisee's use of any Mark, or of any person's claim of any rights in any Mark (or any identical or confusingly similar trademark) or claim of unfair competition relating to any Mark. Franchisee agrees not to communicate with any person other than Franchisor and its licensor, their respective attorneys, and Franchisee's attorneys regarding any infringement, challenge or claim. Franchisor and its licensor may take the action that they deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising from any infringement, challenge or claim or otherwise concerning any Mark. Franchisee agrees to sign any documents and take any other reasonable actions that, in the opinion of Franchisor's or its licensor's attorneys, are necessary or advisable to protect and maintain Franchisor's (and its licensor's) interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain Franchisor's (and its licensor's) interests in the Marks.

D. Discontinuance of Use of Marks. If Franchisor believes at any time that it is advisable for Franchisor and/or Franchisee to modify, discontinue using and/or replace any Mark, and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply with Franchisor's directions within a reasonable time after receiving notice. Franchisor need not reimburse Franchisee for Franchisee's expenses in complying with these directions (such as costs that Franchisee incurs in

changing the signs or replacing supplies for the Store), for any loss of revenue due to any modified or discontinued Mark, or for Franchisee's expenses of promoting a modified or substitute trademark or service mark.

11. COPYRIGHTED WORKS, CONFIDENTIAL INFORMATION AND INNOVATIONS

A. Ownership of Copyrighted Works. Franchisor hereby authorizes Franchisee to use in operating the Store those certain copyrighted or copyrightable materials which are from time to time owned by Franchisor or its affiliates and which Franchisor approves and licenses for use in the operation of Complete Nutrition Stores, which materials may include the Operations Manual, training materials, advertising and promotional materials, and other portions of the System, and/or any translations or paraphrasing of any of the foregoing ("Copyrighted Works"). Franchisee acknowledges and agrees that Franchisor owns or is the licensee of the owner of the Copyrighted Works and may (at its option) further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of Complete Nutrition Stores, all of which shall be deemed to be Copyrighted Works under this Agreement. All works of authorship related to the System and created in the future will be owned by Franchisor or its affiliates.

This Agreement does not confer any interest in the Copyrighted Works upon Franchisee, other than the right to use them in the operation of the Store in compliance with this Agreement and the System Standards. If Franchisor authorizes Franchisee to prepare any adaptation, translation or work derived from the Copyrighted Works, or if Franchisee prepares any Copyrighted Works such as advertisements, manuals, posters, forms or marketing or promotional material, Franchisee hereby agrees that such adaptation, translation, derivative work or Copyrighted Work shall be the sole and exclusive property of Franchisor or its licensor, and Franchisee hereby assigns all its right, title and interest therein to Franchisor (or such other person identified by Franchisor). Franchisee agrees to execute any documents, in recordable form, which Franchisor determines are necessary to reflect such ownership. Franchisee shall submit all such adaptations, translations, derivative works and Copyrighted Works to Franchisor for approval prior to use.

B. Discontinuance Of Use Of Copyrighted Works. If Franchisor believes at any time that it is advisable for Franchisor and/or Franchisee to modify, discontinue using and/or replace any of the Copyrighted Works and/or use one or more additional or substitute copyrighted or copyrightable items, Franchisee agrees to comply with Franchisor's directions within a reasonable time after receiving notice. Neither Franchisor nor its affiliates shall have any obligation to reimburse Franchisee for any expenditures made by Franchisee to modify or discontinue the use of any Copyrighted Work or to adopt additional or substitute copyrighted or copyrightable items.

C. Confidential Information. Franchisee acknowledges that the trade secrets, information, ideas, research, methods, manuals, sales and marketing procedures, suppliers, systems, layouts, designs and other plans and specifications, know-how, customer lists, customer solicitation, communication and retention programs, along with data and information used or generated in connection with those programs, improvements and copyrighted materials, etc., including the Operations Manual and System Standards, owned or developed by or licensed to Franchisor, whether or not published, confidential or suitable for registration or copyright, and the goodwill associated with them, are and shall remain Franchisor's sole and exclusive property. This information is provided or revealed to Franchisee in trust and confidence. Franchisee will not, during the Term of this Agreement, or after a Transfer, or termination or expiration of the Term of this Agreement, communicate or divulge to anyone, any such information or knowledge including ingredients, recipes, methods of preparation of food and beverage products, specifications, standards, methods, procedures, sales and marketing materials, knowledge of the System and experience in operating a Complete Nutrition Store and other information or material which Franchisor may

designate as confidential ("Confidential Information"), nor will Franchisee disclose, use or divulge in whole or in part any Confidential Information, unless the information is generally known and in the public domain, and except to the extent necessary to operate the Store. Franchisee will ensure that each of its employees exercises the highest degree of diligence and makes every effort to maintain the absolute confidentiality of all trade secrets and proprietary rights during and after the Term of this Agreement.

D. Innovations. All ideas, concepts, techniques, innovations, developments, improvements, suggestions or materials concerning a Complete Nutrition Store and the products and services offered in connection with the operation of the franchise, whether or not protectable intellectual property and whether created by or for Franchisee or its owners, affiliates, employees or representatives, must be promptly disclosed to Franchisor and will be deemed to be Franchisor's sole and exclusive property, part of the System and works made-for-hire for Franchisor. To the extent any such item does not qualify as a "work made-for-hire" for Franchisor, Franchisee must assign, or must require its owners, affiliates, employees or representatives to assign, its or their ownership interest of such item to Franchisor. Franchisee agrees to take, or direct its owners, affiliates, employees or representatives to take, whatever action required by Franchisor to document such assignment or to assist Franchisor in obtaining any and all intellectual property rights in such item. Franchisee may not use any such innovation in operating the Store or otherwise without Franchisor's prior approval.

12. EXCLUSIVE RELATIONSHIP

Franchisee acknowledges the uniqueness of the System and that Franchisor is making its knowledge, know-how and expertise available to Franchisee for the purpose of operating the Store strictly and solely within the Territory. Franchisee agrees that it would be an unfair method of competition for it to use or duplicate or to allow others to use or duplicate any of the knowledge, know-how or expertise received from Franchisor or its affiliates for any reason other than for the operation of the Store under this Agreement. Franchisee further recognizes the importance of devoting substantial time and energy to the Store. Therefore, Franchisee warrants that during the term of this Agreement, neither Franchisee nor any of the owners of Franchisee will directly or indirectly perform any services for, engage in or acquire, be an employee of, lender or guarantor of, have any financial, beneficial or equity interest in, or have any interest based on profits or revenues of any Competitive Business except as a duly licensed franchisee of Franchisor (except for a 3% or less beneficial interest in a reporting company registered under the Securities Act of 1933, as amended).

Additionally, neither Franchisee nor the owners of Franchisee will directly or indirectly employ or seek to employ any individual who is, or within six (6) months of such employment or solicitation was, employed by Franchisor, its affiliates or any Complete Nutrition Store franchisee, or otherwise directly or indirectly induce or attempt to induce any such individual to leave that employment, without Franchisor's or the employer's prior written consent; or

As used in this Agreement, the term "Competitive Business" means any wholesale or retail business that has gross sales of more than 35% from the sale of health and wellness products, including nutritional supplements, athletic performance enhancers and supplements, and general health and wellness supplements.

Franchisee agrees to obtain similar covenants, in a form approved by Franchisor, from its personnel whom Franchisor specifies including officers, directors, managers, and employees attending Franchisor's training program or having access to Confidential Information.

13. TRANSFER

A. Transfer By Franchisor. Franchisee represents that it has not signed this Agreement in reliance on any owner's, officer's or employee's remaining with Franchisor in that capacity. Franchisor may change its ownership or form and/or assign this Agreement without restriction, and this Agreement will inure to the benefit of any transferee or other legal successor to Franchisor's interest in it. After Franchisor's assignment of this Agreement to a third party who expressly assumes Franchisor's obligations under this Agreement, Franchisor no longer will have any performance or other obligations or liabilities under this Agreement.

B. Transfer By Franchisee and Definition of Transfer. Franchisee acknowledges that the rights and duties this Agreement creates are personal to Franchisee and that Franchisor has granted Franchisee the rights under this Agreement in reliance upon Franchisor's perceptions of Franchisee's (or its owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, there can be no transfer without Franchisor's prior written consent. Any such consent by Franchisor will not operate as consent to any future transfer, and no future such transfer will be valid without Franchisor's prior written consent to that specific transfer. Any attempted transfer in violation of this paragraph is voidable at Franchisor's option. If Franchisor elects not to exercise its right of first refusal pursuant to Section 13.G below, Franchisor will not unreasonably withhold its consent to a transfer, provided that the conditions in Section 13.C below are satisfied.

In this Agreement, the term "transfer" means and includes any voluntary or involuntary, direct or indirect, assignment, sale, gift, conveyance, lease or other disposition of an interest in this Agreement, Franchisee or the Store, including: (a) transfer of any capital stock, partnership interest, limited liability company interest or other ownership interest; (b) merger, consolidation, reorganization, business combination or other issuance of additional stock or ownership interests; (c) transfer in bankruptcy or dissolution of marriage or otherwise by operation of law or by order of court; (d) transfer to a personal representative upon disability or transfer upon the death of a Principal Owner; (e) the grant or creation of any lien or encumbrance on any ownership interest or asset; (f) the grant of any option, call, warrant, conversion rights or rights to acquire any equity or voting interest; (g) assignment of contract rights; (h) sale of assets (including the inventory, furniture, fixtures, equipment and other operating assets of the Store, other than in ordinary course of business); or (i) any change of control or management of the Store.

C. Conditions for Approval of Transfer. If Franchisee is in full compliance with this Agreement, then, subject to the other provisions of this Section 13, Franchisor will approve a transfer that meets all the following requirements:

(1) Franchisor will approve the transfer of a non-controlling interest in Franchisee (determined as if the proposed transfer had occurred) if the proposed transferee and its owners are of good moral character, have no interest in and do not perform services for (and have no affiliates which have an interest in or perform services for) a Competitive Business, otherwise meet Franchisor's then applicable standards for non-controlling owners of Complete Nutrition Store franchisees, and sign Franchisor's then current form of Guaranty and Assumption of Obligations. The term "controlling interest" is defined in Section 18.P.

(2) If the proposed transfer is of this Agreement or a controlling interest in Franchisee, or is one of a series of transfers, then all of the following conditions must be met:

(a) Franchisor determines that the transferee and its direct and indirect owners have sufficient business experience, aptitude and financial resources to operate the Store;

(b) Franchisee has submitted its agreement with the transferee to Franchisor for review, concurrent with its request for approval of the transfer;

(c) Franchisee has paid all required Franchise Royalties, Advertising Fees and other amounts owed to Franchisor and its affiliates, has provided in its agreement with the transferee for payment of all unredeemed Club Dues liability ("Club Dues" being defined as the monthly fees collected from customers in connection with Franchisor's Club program), has submitted all required reports and statements, and is not in violation of any provision of this Agreement, any other agreement with Franchisor or its affiliate;

(d) neither the transferee nor any of its direct or indirect owners or affiliates operates, has an ownership interest in or performs services for a Competitive Business;

(e) transferee (or its managing owner) and its management personnel, if different from Franchisee's management personnel, satisfactorily complete Franchisor's then current training program;

(f) the transferee and each of its owners sign Franchisor's then current form of franchise agreement and related documents (including any required personal guaranty), the provisions of which (including the fees and the rights in, and geographic area comprising, the Territory) may differ materially from any and all of those contained in this Agreement;

(g) Franchisee or the transferee pays Franchisor a transfer fee in the amount of Thirteen Thousand Dollars ($13,000);

(h) the transferee agrees to repair and/or replace the Operating Assets and upgrade the Store in accordance with Franchisor's then current requirements and specifications;

(i) Franchisee (and its transferring owners) signs a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates and their respective owners, officers, directors, employees, representatives, agents, successors and assigns;

(j) Franchisor has determined that the purchase price and payment terms will not adversely affect the transferee's operation of the Store;

(k) if Franchisee or its owners finance any part of the purchase price, Franchisee and they agree that all of the transferee's obligations under promissory notes, agreements or security interests reserved in the Operating Assets or ownership interests in Franchisee are subordinate to the transferee's (and its owners') obligation to pay Franchise Royalties and other amounts due to Franchisor and its affiliates as well as to any security interest the transferee grants to Franchisor or its affiliates, and otherwise to comply with this Agreement; and

(l) Franchisee and its transferring owners agree to comply with all obligations set forth in Section 16 below.

If the proposed transfer is to or among Franchisee's owners or Franchisee's or their Immediate Family members, then Subsection (f) will not apply, although Franchisee agrees to reimburse Franchisor for the out-of-pocket costs that Franchisor incurs in the transfer, up to the amount of the transfer fee described in Subsection (f). Franchisor has the right, but no obligation, to review all information regarding the Store that Franchisee gives the transferee and to give the transferee copies of any reports that Franchisee has

given Franchisor or that Franchisor has made regarding the Store. As used in this Agreement, the term "Immediate Family" includes the named individual, his or her spouse, and all children of the named individual or his or her spouse

D. Transfer to a Wholly-Owned Corporation or Limited Liability Company. Notwithstanding Section 13.C. above, if Franchisee is in full compliance with this Agreement, Franchisee may transfer this Agreement, together with the Operating Assets and all other assets associated with the Store, to a corporation or limited liability company which conducts no business other than the Store and, if applicable, other Complete Nutrition Stores and of which Franchisee owns and controls one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all of the assets of the Store are owned, and the Store is operated, only by that single entity. The entity must expressly assume all of Franchisee's obligations under this Agreement, but Franchisee will remain personally liable under this Agreement as if the transfer to the entity did not occur. Transfers of ownership interests in that entity are subject to restrictions in this Section 13.

E. Death or Disability. Upon Franchisee's or its owner's death or disability, Franchisee's or the owner's executor, administrator, conservator, guardian or other personal representative (the "Representative") must transfer Franchisee's interest in this Agreement, the Operating Assets and the Store, or the owner's ownership interest in Franchisee, to a third party. That transfer (including transfer by bequest or inheritance) must occur, subject to Franchisor's rights under this Subsection E, within a reasonable time, not to exceed nine (9) months from the date of death or disability, and is subject to all of the terms and conditions in Section 13.C, except Subsection 13.C.(2)(f) will not apply, although Franchisee agrees to reimburse Franchisor for the out-of-pocket costs that Franchisor incurs in the transfer, up to the amount of the transfer fee described in Subsection 13.C.(2)(f).

F. Effect of Consent to Transfer. Franchisor's consent to any transfer is not a representation of the fairness of the terms of any contract between Franchisee (or its owner) and the transferee, a guarantee of the Store's or transferee's prospects of success, or a waiver of any claims that Franchisor has against Franchisee (or its owners) or of Franchisor's right to demand full compliance with this Agreement.

G. Franchisor's Right of First Refusal. Notwithstanding the foregoing paragraphs (other than Section 13.E), if Franchisee receives a bona fide, executed, written offer from a responsible, fully disclosed third party purchaser that would constitute a transfer hereunder, Franchisee must submit a copy of the offer to Franchisor. Franchisee must also provide Franchisor with any other information Franchisor requests to evaluate the offer. Franchisor has the right, exercisable by delivering written notice to Franchisee within thirty (30) days from the date of last delivery by Franchisee of the offer and any other documents requested by Franchisor, to engage in such transfer with Franchisee for the price and on the terms and conditions contained in the offer (except that regardless of the terms of the offer Franchisor may substitute cash for any form of payment proposed in the offer, require Franchisee to include customary warranties and representations in the purchase agreement and structure the transaction as an "asset purchase" rather than a "stock purchase"). Franchisor will not be obligated to pay any "finder's" or broker's fees that are a part of the proposed sale and will not be obligated to comply with any part of the offer which directly or indirectly requires payment of any consideration other than a bona fide purchase price for the assets or interest proposed to be transferred (for example, Franchisor will not be obligated to pay any earn out or other share of the profits from its operation of the Store after the transfer is completed). If Franchisor declines to exercise its right of first refusal, Franchisee will have sixty (60) days after the earlier of Franchisor's decline to exercise the right or the expiration of such right, to engage in such transfer to the bona fide third party purchaser upon the terms and conditions described in the offer notice submitted to Franchisor, subject to compliance with Section 13.C. In the event Franchisee fails to complete such transfer to this third party on these terms within this sixty (60) day period, Franchisee must again comply with this paragraph and give Franchisor the first right to engage in the transfer prior to any

sale. Franchisor's election to not exercise its right of first refusal as to any particular offer will not affect Franchisor's right of first refusal as to any subsequent offer. Franchisor has the unrestricted right to assign this right of first refusal to a third party (including an affiliate), who then will have the rights described in this Section 13.G.

If Franchisor exercises its right of first refusal, Franchisee and its transferring owners agree that, for two (2) years beginning on the closing date, Franchisee or the transferring owners (and members of Franchisee's or their Immediate Families) will be bound by the non-competition covenants contained in Section 16.E.

The foregoing notwithstanding, if Franchisee has a Small Business Administration loan, in accordance with 13 CFR § 121.103(i), Franchisor shall not unreasonably withhold its written consent to the sale, transfer, assignment, lease or sublease of any or all of Franchisee's interest in this Agreement to an otherwise qualified transferee.

14. TERM AND RENEWAL OF THIS AGREEMENT

A. **Term.** The initial term of this Agreement will begin on the date of this Agreement, and, unless it is terminated earlier according to the terms of this Agreement, will expire 10 years later ("Initial Term").

B. **Continuation**. If Franchisee continues to operate the Store with Franchisor's express or implied consent following the expiration of the Term of this Agreement, the continuation will be deemed to be a month-to-month extension of this Agreement, unless otherwise set forth in writing. All provisions of this Agreement will apply while Franchisee continues to operate the Store. This Agreement will then be terminable by either party on 30 days written notice to the other party.

C. **Renewal**. When this Agreement expires (unless it is terminated sooner), Franchisee will have the right to acquire a successor franchise and continue operating the Store as a Complete Nutrition Store for two (2) additional ten (10)-year terms (each ten-year term is considered a successor franchise) under Franchisor's then current form of agreement, but only if Franchisee has (a) given Franchisor written notice of Franchisee's election to acquire a successor franchise at least ninety (90) days, but not more than one hundred eighty (180) days, before the end of the term of this Agreement, (b) complied with all of its obligations under this Agreement and all other agreements with Franchisor or its affiliate throughout their terms, and (c) remodeled and upgraded the Store and otherwise brought the Store into full compliance with the specifications and standards then applicable for new Complete Nutrition Stores before this Agreement expires.

To acquire a successor franchise, Franchisee and its owners agree to (i) sign Franchisor's then current form of franchise agreement (and related documents), which may contain terms and conditions (including the fees) that differ materially from any or all of those in this Agreement (i) pay a successor franchise fee of 50% of the then current initial franchise fee instead of an initial franchise fee; and (ii) sign a general release in the form that Franchisor specifies as to any and all claims against Franchisor, its affiliates and their respective owners, officers, directors, employees, agents, representatives, successors and assigns. If Franchisee is not, on the date Franchisee gives Franchisor written notice of Franchisee's election to acquire a successor franchise and on the date on which this Agreement expires, in full compliance with this Agreement and all other agreements with Franchisor or its affiliate, Franchisee acknowledges that Franchisor need not grant Franchisee a successor franchise, whether or not Franchisor had, or chose to exercise, the right to terminate this Agreement during its term.

15. TERMINATION OF AGREEMENT

A. Termination by Franchisee. If Franchisee and its owners are fully complying with this Agreement, and Franchisor materially fails to comply with this Agreement and does not, within sixty (60) days after Franchisee delivers written notice of the failure to Franchisor, either correct the failure or, if Franchisor cannot reasonably correct the failure within sixty (60) days, give Franchisee reasonable evidence of Franchisor's effort to correct the failure within a reasonable time, then Franchisee may terminate this Agreement effective an additional sixty (60) days after Franchisee delivers to Franchisor written notice of termination. Franchisee's attempted termination of this Agreement other than according to this Section 15.A. will be deemed a termination without cause and a breach of this Agreement.

B. Termination by Franchisor.

(1) **With 30 Days' Notice and 30 Days' Opportunity to Cure**. Franchisor may, at its option and without prejudice to any other rights or remedies provided for in this Agreement or at law or in equity, terminate the term of this Agreement for "good cause". Without limitation as to other situations, "good cause" for termination also exists if Franchisee or any guarantor of this Agreement:

(a) Does not substantially perform all of the lawful terms, conditions, and obligations of this Agreement, or the mandatory obligations under the Operations Manual; or

(b) Loses possession of the premises at which the Store is located without Franchisor's prior written consent; or

(c) Fails to attain Gross Sales consisting of at least 70% sales of Complete Products in any given month; or

(d) Defaults under the terms of the lease for the premises; or

(e) Misrepresents Gross Sales in any report submitted to Franchisor; or

(f) Loses any permit or license which is a prerequisite to the operation of the Store; or

(g) Misuses the Marks or Confidential Information, or engages in conduct which, in Franchisor's opinion, reflects unfavorably upon the operation, maintenance, goodwill and/or reputation of the System; or

(h) Is adjudged bankrupt, becomes insolvent, or makes a general assignment for the benefit of creditors (subject to Subsection 15.B.(3)(d) below); or

(i) Commits any other act which constitutes good cause under applicable state law or court decision; or

(j) Fails to keep the Store open for a period of 3 consecutive days (excluding Sunday) without justifiable cause; or

(k) Fails to pay any lawful debt or tax when due;

(l) Makes an unauthorized direct or indirect transfer (including entering into a management arrangement with any person not a party to this Agreement)

(m) Defaults three times in any given year, regardless whether any such default is cured.

Subject to applicable law and except as otherwise provided in this Agreement, Franchisor will give Franchisee at least 30 days' prior written notice of default (except that, if state law permits, Franchisor will have the right to terminate earlier if the "good cause" constitutes a default that is not curable). The notice will state the reason(s) for default and will provide that Franchisee has 30 days from the date of the notice to correct any claimed deficiency. If the default is corrected within this period, the notice will be void. If the default is not corrected within this period, Franchisor has the right to terminate the term of this Agreement immediately.

(2) **With 7 Days' Notice and 7 Days' Opportunity to Cure**. Franchisor may also terminate the term of this Agreement for non-payment of sums due to Franchisor or its affiliates or suppliers; Franchisee's failure to open the Store for business on or before the Opening Deadline; the sale of products in the Store that have not been approved by Franchisor; or Franchisee's failure to immediately correct and cure a threat or danger to the public health or safety resulting from the construction, operation or maintenance of the Store. Subject to applicable law and except as otherwise provided in this Agreement, if termination is based on the foregoing, Franchisor will give Franchisee at least 7 days' prior written notice of default (except that, if state law permits, Franchisor will have the right to terminate earlier if the claimed deficiency constitutes a default that is not curable). The notice will state the reason(s) for default and will provide you with at least 7 days from the date of the notice to correct any claimed deficiency. If the deficiency is corrected within this period of time, the notice will be void. If the deficiency is not corrected within this period of time, then Franchisor has the right to terminate the term of this Agreement effective 7 days after the date Franchisor gave Franchisee notice of default.

(3) **Without Notice and Without Opportunity to Cure**. Notwithstanding anything contained herein to the contrary, if state law permits, Franchisor will be permitted to terminate the term of this Agreement immediately and without notice when the basis or grounds for termination is: (a) Franchisee's or any of its guarantors' conviction of a felony or any other criminal misconduct that materially and adversely affects the operation, maintenance, reputation or goodwill of the Store or the System; (b) fraudulent activity that materially and adversely affects the operation, maintenance, reputation or goodwill of the Store or the System; (c) abandonment of the Store; (d) Franchisee's bankruptcy or insolvency or that of its guarantors; (e) Franchisee or its guarantors' failure or refusal to comply with the lawful provisions of this Agreement (i.e., 2 or more times in any 12 month period) whether or not such failures or refusals are corrected after notice; (f) Franchisee's making or having made any material misrepresentation or omission in the application for this franchise; or (g) any other act or omission that permit termination without notice and/or an opportunity to cure under applicable state law.

C. Assumption of Management. In order to prevent any interruption of the franchised business, which Franchisee agrees would cause harm to the Store and the System, if Franchisee is unable to operate the business for any reason whatsoever, Franchisee authorizes Franchisor and its agents and affiliates to operate the Store for so long as Franchisor deems necessary and practical. All income from the operation of the business will be kept in a separate account, and the expenses of the business, including reasonable compensation and expenses of Franchisor and its agents, will be charged to this separate account. Nothing in this paragraph is intended to require Franchisor to operate the business in the event of Franchisee's inability, and the rights described in this paragraph may be exercised or not exercised in Franchisor's sole and absolute discretion. The foregoing notwithstanding, if Franchisee has a Small Business Administration loan, Franchisor shall not operate the Store for more than the timeframe permitted by the Small Business Administration's Standard Operating Procedure 50 10 5 (or any successor procedure).

16. RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

A. Payment of Amounts Owed. Franchisee agrees to pay within fifteen (15) days after this Agreement expires or is terminated, or on any later date that the amounts due are determined, the Franchise Royalties, Advertising Fees, unredeemed Rewards Points liability, product purchases, interest and all other amounts owed to Franchisor or its affiliates which then are unpaid, including Franchisor's damages arising from the termination of this Agreement.

B. Liquidated Damages. In the event Franchisor terminates this Agreement pursuant to Section 15 of this Agreement, Franchisee acknowledges and agrees that (i) Franchisee is liable to Franchisor for lost future royalty fees and other fees required to be paid to the Franchisor under this Agreement and (ii) the actual or anticipated damages suffered by Franchisor, including, but not limited to the lost royalties and related fees, would be difficult, if not impossible, to calculate. Therefore, if Franchisor terminates this Agreement under Section 15, Franchisee must pay to Franchisor an amount equal to the average amount of monthly royalty fees and other fees due Franchisor hereunder for the twelve months immediately preceding the termination of this Agreement, multiplied by the number of months remaining in the term of this Agreement (the "Liquidated Damages Payment"). Franchisee will pay the Liquidated Damages Payment to Franchisor promptly, but in no event later than fifteen (15) days after the effective date of the termination of this Agreement. The Franchisor and Franchisee agree that this provision requiring the Liquidated Damages Payment is an integral part of this Agreement and that the Franchisor and Franchisee have taken into account both Franchisee's liability for lost future royalties and fees and the difficulty of calculating Franchisor's damages in determining the amount of the Liquidated Damages Payment. The parties further agree that the applicable Liquidated Damages Payment is (i) compensation for damages and not a penalty against Franchisee and (ii) is a reasonable estimate of the damages suffered by Franchisor upon termination of this Agreement under Section 15. Franchisor's right to receive the Liquidated Damages Payment from Franchisee shall be in addition to and shall not affect Franchisor's other rights under this Agreement and applicable law (including Franchisor's rights under Section 16(A) above to collect amounts owed).

C. De-Identification. When this Agreement expires or is terminated for any reason:

(1) Franchisee and its owners shall not directly or indirectly at any time thereafter or in any manner (except in connection with other Complete Nutrition Stores that any of them own and operate): (a) identify themselves or any business as a current or former Complete Nutrition Store or as one of Franchisor's current or former franchisees; (b) use any Mark, any colorable imitation of a Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Mark, or any other indicia of a Complete Nutrition Store in any manner or for any purpose; or (c) use for any purpose any trade dress, trade name, trademark, service mark or other commercial symbol that indicates or suggests a connection or association with Franchisor;

(2) Franchisee agrees promptly to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to its use of any Mark;

(3) if Franchisor does not exercise the option under Section 16.F. below, within three (3) days after the De-identification Date, Franchisee agrees to deliver to Franchisor all signs, sign faces, sign cabinets, advertising, marketing and promotional materials, forms, and other materials containing any Mark or otherwise identifying or relating to a Complete Nutrition Store that Franchisor requests and allow Franchisor, without liability to Franchisee or third parties, to remove these items from the Store;

(4) if Franchisor does not exercise the option under Section 16.F. below, within three (3) days after the De-identification Date, Franchisee agrees, at its own expense, to make the alterations that Franchisor specifies to distinguish the Store clearly from its former appearance and from other Complete Nutrition Stores in order to prevent public confusion; and

(5) Franchisee agrees to give Franchisor from time to time upon request evidence satisfactory to Franchisor of Franchisee's compliance with these obligations.

The "De-identification Date" means: (i) if Franchisor exercises the option under Section 16.F., the closing date of Franchisor's (or its designee's) purchase of the Store's assets; or (ii) if Franchisor does not exercise the option under Section 16.F., the date upon which that option expires or the date upon which Franchisor provides Franchisee written notice of its decision not to exercise, or to withdraw its previous exercise, of that option, whichever occurs first.

D. Confidential Information. When this Agreement expires or is terminated, beginning on the De-identification Date, Franchisee (and its owners) agrees to immediately cease using any Confidential Information in any business or otherwise and return to Franchisor all copies of the Operations Manual and any other confidential materials that Franchisor has loaned Franchisee. Franchisee may not sell, trade or otherwise profit in any way from any data or Confidential Information (including customer names, addresses, telephone numbers and related information) at any time following the expiration or termination of this Agreement.

E. Notification to Customers. When this Agreement expires or is terminated, Franchisor has the right to contact (at Franchisor's expense) Franchisee's customers and any potential customers of the Store and inform them that a Complete Nutrition Store will no longer operate at the Store's location or, if Franchisor intends to exercise the option under Section 16.F., that the Store will operate under new management. Franchisor also has the right to inform them of other nearby Complete Nutrition Stores. Franchisor's exercise of these rights will not constitute an interference with Franchisee's contractual or business relationship with such customers. Franchisor shall at all times retain ownership and control of the customer list.

F. Covenant Not To Compete. Upon a transfer or the termination or expiration of this Agreement for any reason (without the grant of a successor franchise), Franchisee agrees that, for two (2) years beginning on the effective date of transfer, termination or expiration or the date on which all persons restricted by this Subsection begin to comply fully with this Subsection, whichever is later, and except in connection with other Complete Nutrition Stores operating under effective franchise agreements with Franchisor, neither Franchisee nor any of its owners, nor any member of Franchisee's or their Immediate Families, will directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial interest in, loan money to, or have any interest based on profits or revenues of any Competitive Business (except for a 3% or less beneficial interest in a reporting company registered under the Securities Act of 1933, as amended). The geographical scope of this restriction will cover the area (i) within a 25 mile radius of the Store, (ii) the area within a 25 mile radius of any Complete Nutrition Store that is established, being constructed or is subject to an executed franchise agreement at the time this restriction begins to be enforced, or (iii) any other designated area or territory Franchisor has granted to any other person in any other agreement, including any Development Rights Agreement.

Additionally, for two (2) years beginning on the effective date of transfer, termination or expiration or the date on which all persons restricted by this Subsection begin to comply fully with this Subsection, whichever is later, and except in connection with other Complete Nutrition Stores operating under effective franchise agreements with Franchisor, neither Franchisee nor any of its owners, nor any member of Franchisee's or their Immediate Families, will employ or seek to employ any person who is at the time

employed by Franchisor, its affiliates, licensees or franchisees of us or our affiliates, at any other Complete Nutrition Store or otherwise directly or indirectly induce or seek to induce one of these persons to leave his or her employment.

Franchisee and any guarantor of this Agreement acknowledge and confirm that the length of the term and geographical restrictions contained in Sections 16.C and E are fair and reasonable and not the result of overreaching, duress or coercion of any kind. Franchisee and any guarantor of this Agreement acknowledge and confirm that its and their full, uninhibited and faithful observance of each of the covenants contained in Sections 16.C and E will not cause any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained in Sections 16.C and E will not impair its or their ability to obtain employment commensurate with its or their respective abilities and on terms fully acceptable to you or them or otherwise to obtain income required for its or their comfortable support and, if such person is an individual, his or her family, and the satisfaction of the needs of his or her creditors.

Franchisee acknowledges that to disregard the provisions of Sections 16C and E would effectively foreclose Franchisor from selling other franchises and Franchisee could be unjustly enriched and unfairly derive benefit from the goodwill of and training you receive from Franchisor. Moreover, the Complete Nutrition Stores could be severely disadvantaged if Franchisee or its guarantors compete against them using the Marks or other Confidential Information. Franchisor intends to restrict Franchisee's and its guarantors' activities under Sections 16.C and E of this Agreement only to the extent necessary for the protection of Franchisor's, its affiliates' and its franchisees' legitimate business interests. Each of the foregoing covenants will be construed as severable and independent and will be interpreted and applied consistent with the requirements of reasonableness and equity. The terms of this Section 16.E are assignable by Franchisor and will inure to its benefit, as well as Franchisor's successors and assigns. In the event of any assignment, sale, merger or change in Franchisor's ownership or structure, the resulting entity will step into the place of Franchisor, without any additional consent of or notice to Franchisee, as if the term "Franchisor" was defined in this Agreement to include such entity.

G. Option To Purchase Operating Assets. After the termination or expiration of the term of this Agreement, but not upon an approved transfer pursuant to Section 13, Franchisor or its assigns will have the right, but not the obligation, to purchase any or all of Franchisee's Operating Assets or other equipment, inventory, supplies and personal property used in connection with the operation of the Store. The purchase price will be at fair market value, less any liens, which will be established (if the parties are unable to agree) by an appraisal conducted by one or more independent appraisers (as determined below). Within 10 days after an appraisal is required or appropriate under any provision of this Agreement, Franchisor and Franchisee will, by written notice to the other, select their respective appraisers. All appraisers will be required to be reasonably qualified and have at least three (3) years of experience in appraising retail businesses. If either party fails to name an appraiser within the specified time, such party waives its right to select an appraiser and the appraiser selected by the other party will be solely responsible for conducting the appraisal process. Each appraiser will proceed to promptly determine the fair market value of the assets, taking into consideration any outstanding indebtedness, liabilities, liens and obligations relating to the Store. No value will be ascribed to goodwill, going concern value or other intangibles. Each appraiser will deliver his appraisal to Franchisor and Franchisee within sixty (60) days after the appraiser is appointed. If the difference between the two appraisals is not greater than 20% of the higher appraisal, then the two appraisals will be averaged and the average price will be used to determine the purchase price under this Agreement. If, however, the difference between the 2 appraisals is greater than or equal to 20%, then the two appraisers will appoint a third appraiser. If the two appraisers cannot agree upon a third appraiser, then either party may request an arbitrator to appoint a third appraiser. The third appraiser will promptly proceed to appraise the assets on the same basis as set forth above. The appraisal by the first two appraisers that is closer in value to the appraisal by the third appraiser will be the fair market value of the assets and be binding on all the parties. Each party will pay the fees and

expenses of the appraiser it selects. The fees and expenses of the third appraiser, if necessary, will be paid equally by the parties appointing the two appraisers.

Franchisor will have thirty (30) days after the determination of fair market value, to exercise its rights granted by this paragraph, and Franchisor will have an additional thirty (30) days to pay for the property it desires to purchase. Franchisor may set off against the purchase price, and reduce the purchase price by, any and all amounts that Franchisee owes Franchisor (or its affiliates). At the closing, Franchisee agrees to deliver instruments transferring to Franchisor: (a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor), with all sales and transfer taxes paid by Franchisee; and (b) all of the Store's licenses and permits which may be assigned or transferred.

If Franchisor fails to exercise its rights within the time periods set forth above, Franchisee will be free to otherwise sell or dispose of the Operating Assets or other personal property used in connection with the operation of the Store, but only after complying with the provisions of Section 16.B above.

H. Continuing Obligations. All of Franchisor's and Franchisee's (and its owners') obligations hereunder which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until these obligations are satisfied in full or by their nature expire.

17. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A. Independent Contractors. Franchisor and Franchisee are independent contractors, and no partnership, fiduciary, joint venture, or employment relationship exists between Franchisee and Franchisor. Franchisee will conspicuously identify itself at the premises of the Store and in all dealings with the public as an independently owned business. Notwithstanding any other provision of this Agreement, Franchisee will be solely responsible for the day-to-day operation of the Franchised Business and the terms and conditions of employment of Franchise's personnel, including the soliciting, hiring, firing, disciplining, paying, scheduling, and managing of Franchisee's employees. Franchisor has not authorized or empowered Franchisee to use the Marks except as provided by this Agreement and Franchisee must not employ any of the Marks in signing any contract, check, purchase agreement, negotiable instrument or legal obligation, application for any license or permit, or in a manner that may result in liability of Franchisor for any indebtedness or obligation of Franchisee or the Store. Except as set forth in Section 15.C above, neither Franchisor nor Franchisee will make any agreements or representations in the name of or on behalf of the other, or otherwise imply that the relationship of the parties is other than franchisor and franchisee. Franchisee agrees that it and its owners will be responsible for all obligations and liabilities it may incur and that Franchisor shall not be liable for any such obligations or liabilities.

B. Indemnification. To the fullest extent permitted by law, Franchisee agrees to indemnify, defend and hold harmless Franchisor, its affiliates and their respective owners, directors, officers, employees, agents, representatives, successors and assigns (the "Indemnified Parties") from and against, and to reimburse any one or more of the Indemnified Parties for, any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including legal fees and expenses) of any kind and nature whatsoever, directly or indirectly arising out of or relating to: (1) the establishment, construction, opening or operation of the Store, (2) the business Franchisee conducts at the Store and/or under this Agreement, (3) Franchisee's breach of this Agreement or any other agreement with Franchisor or its affiliates, (4) Franchisee's or Franchisee's employees' actions or inaction, or (5) noncompliance or alleged noncompliance with any law, ordinance, rule or regulation concerning the construction, design or operation of the Store, including those claims, obligations and damages alleged to be caused by an

Indemnified Party's negligence or willful misconduct, except as specifically set forth below in this Section 17.B. The provisions of this Section 17.B will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Notwithstanding the foregoing, Franchisee has no obligation to indemnify under this Section 17.B if a court of competent jurisdiction makes a final decision not subject to further appeal that Franchisor, its affiliates, or any of their respective employees directly engaged in willful misconduct or intentionally caused the property damage or bodily injury that is the subject of the claim, so long as the claim is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or employment) or Franchisor's failure to compel Franchisee to comply with this Agreement, which are claims for which Franchisor is entitled to indemnification under this Section 17.B.

18. ENFORCEMENT

A. Remedies. Upon the occurrence of any event of default, Franchisor shall be entitled, without further notice, to have and enforce all the rights and remedies available under this Agreement, by statute, contract, at law and/or in equity, including but not limited to the right to declare all obligations owed to Franchisor immediately due and payable and to remove peaceably any and all of the Collateral from Franchisee's premises, custody or control, and to dispose of the same as allowed under the Uniform Commercial Code. Franchisor may require Franchisee to deliver to Franchisor all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Franchisor may require Franchisee to assemble the Collateral and make it available to Franchisor at a place to be designated by Franchisor. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Franchisee agrees Franchisor may take such other goods, provided that Franchisor makes reasonable efforts to return them to Franchisee after repossession.

B. Severability and Substitution of Valid Provisions. Each Section, Subsection, paragraph, term and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, arbitrator, agency or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, Franchisee and Franchisor agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of the termination of this Agreement or of Franchisor's refusal to enter into a successor franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and Franchisor may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

C. Waiver Of Obligations And Force Majeure. Neither Franchisor's waiver of a breach or default by Franchisee, Franchisor's delay or failure to exercise any right upon Franchisee's breach or default, nor Franchisor's acceptance of any payment from Franchisee, will be deemed a waiver, nor will it impair Franchisor's rights for other breaches or defaults of the same or a different kind. The description of any breach or default in any notice will not prevent Franchisor's assertion of other defaults or breaches.

Franchisor may waive any one or more of the requirements imposed under this Agreement for the benefit of any particular franchisee or any particular Complete Nutrition Store, but the waiver in favor of any other franchisee or Complete Nutrition Store will not prevent Franchisor from enforcing the requirements against Franchisee, all other franchisees and all other Complete Nutrition Stores.

Neither Franchisor nor Franchisee will be liable for loss or damage or be in breach of this Agreement if its failure to perform its obligations results from: (1) acts of God; (2) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (3) any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Royalties and other amounts due afterward.

D. Costs and Attorneys' Fees. If either Franchisor or Franchisee seeks to enforce this Agreement in a judicial or other proceeding, the prevailing party shall be entitled to recover its reasonable costs and expenses (including attorneys' fees and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) incurred in connection with such judicial or other proceeding. In addition, Franchisor shall be entitled to recover all other reasonable costs and expenses (including attorneys' fees, travel, and living expenses) incurred in enforcing its rights under this Agreement.

E. Rights of Parties Are Cumulative. Franchisor's and Franchisee's rights under this Agreement are cumulative, and their exercise or enforcement of any right or remedy under this Agreement will not preclude their exercise or enforcement of any other right or remedy under this Agreement which they are entitled by law to enforce.

F. Mediation and Preliminary Relief. Franchisor and Franchisee acknowledge that, during the term of this Agreement, disputes may arise regarding their relationship, rights and obligations under this Agreement. To facilitate resolution of these disputes, Franchisor and Franchisee agree that, during the term of this Agreement, before commencing an action, Franchisor and Franchisee shall submit any dispute arising from or relating to this Agreement or their relationship (other than disputes relating to the Marks or to Franchisee's failure to pay amounts owed to Franchisor or its affiliates) for non-binding mediation. The mediation shall occur in the county where Franchisor's headquarters are then located and shall be conducted by one (1) mediator under the then current Commercial Mediation Rules of the American Arbitration Association. Any statements made by any person during the mediation shall not be admissible in any subsequent litigation or arbitration proceeding. Franchisor and Franchisee shall each bear their own costs and expenses for the mediation and share equally the costs of any independent third parties or fees required for the mediation. If the dispute is not resolved within forty-five (45) days after the mediator is appointed, either Franchisor or Franchisee may bring an action according to the terms of this Agreement. Notwithstanding anything to the contrary contained in this Section, Franchisor and Franchisee have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. In that case, Franchisor and Franchisee agree to contemporaneously submit Franchisor's dispute for mediation in accordance with this Section 18.E. Furthermore, nothing in this Section or Section 18.F. shall limit either party's right to deliver a notice of default under, and terminate, this Agreement in accordance with Section 15.

G. Governing Law. Franchisee acknowledges that this Agreement was accepted in the State of Nebraska. Franchisee acknowledges that it has and will continue to develop a substantial and continuing relationship with Franchisor at its principal offices in Nebraska, where Franchisor's decision-making authority is vested and franchise operations are conducted and supervised. Except to the extent that this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham Act, 115 U.S.C. 1051), this Agreement will be governed, to the extent permissible, by the laws of the State of

Nebraska without regard to principles of conflicts of law; provided, however, that any law regulating the offer or sale of franchises, business opportunities or similar interests or governing the relationship between a franchisor and a franchisee or any similar relationship (including the Nebraska Franchise Practices Act), will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.F. If, however any provision of this Agreement would not be enforceable under the laws of Nebraska, and if the Store is located outside of Nebraska and the provision would be enforceable under the laws of the State in which the Store is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of the State where the Store is located. If a state regulator requires an amendment to this Agreement, the amendment is attached to this Agreement. Franchisor will not, however, be precluded from contesting the validity, enforceability, or applicability or such regulator's required amendment in any action relating to this Agreement or to its rescission or termination.

H. Consent To Jurisdiction. Subject to the mediation obligations in Sections 18.E., Franchisee and its owners agree that all judicial actions brought by Franchisor against Franchisee or its owners, or by Franchisee or its owners against Franchisor, its affiliates or their respective owners, officers, directors, agents, or employees, must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city, where Franchisor then maintains its principal business address. Franchisee and each of its owners irrevocably submits to the jurisdiction of such courts and waive any objection that any of them may have to either jurisdiction or venue. Notwithstanding the foregoing, Franchisor may bring an action for a temporary restraining order or for temporary or preliminary injunctive relief, or to enforce an arbitration award, in any federal or state court in the state in which Franchisee resides or the Store is located.

I. Limitation of Liability. FRANCHISEE AND ITS OWNERS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS TO OR CLAIM FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, AND TREBLE DAMAGES AND OTHER FORMS OF MULTIPLE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, OR LOST PROFITS ARISING OUT OF THIS AGREEMENT, FRANCHISEE'S USE OF THE MARKS, THE SYSTEM, OR THE PROMOTIONAL MATERIALS, OR FRANCHISEE'S INABILITY TO USE THE MARKS, THE SYSTEM OR THE PROMOTIONAL MATERIALS, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OR CLAIM, EVEN IF FRANCHISOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN THE EVENT OF A DISPUTE BETWEEN FRANCHISOR AND FRANCHISEE (AND/OR ITS OWNERS), FRANCHISEE'S (AND ITS OWNERS') REMEDIES WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES FRANCHISEE (OR ITS OWNERS) MAY SUSTAIN.

J. Waiver Of Warranties. FRANCHISOR MAKES NO EXPRESS WARRANTIES AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO ALL COMPLETE NUTRITION PRODUCTS, NON COMPLETE NUTRITION PRODUCTS, AND OTHER PRODUCTS, SUPPLIES, SERVICES AND EQUIPMENT THAT FRANCHISOR OFFERS, SELLS OR REQUIRES FOR FRANCHISEE'S FRANCHISED BUSINESS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FRANCHISEE'S EXCLUSIVE REMEDY AND FRANCHISOR'S EXCLUSIVE LIABILITY FOR ALL CLAIMS AS TO ANY COMPLETE NUTRITION PRODUCT, NON COMPLETE NUTRITION PRODUCT, AND ANY OTHER PRODUCT, SUPPLY, SERVICE OR EQUIPMENT IS LIMITED TO THE PURCHASE PRICE THEREFORE, PLUS SHIPPING COSTS, IF ANY, FRANCHISEE PAID; OR, AT FRANCHISOR'S OPTION, THE REPLACEMENT THEREOF.

K. Waiver Of Jury Trial. FRANCHISOR AND FRANCHISEE (AND ITS OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

L. Binding Effect. This Agreement is binding upon Franchisor and Franchisee and their respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to Franchisor's rights to modify the Operations Manual and the System Standards, this Agreement may not be modified except by a written agreement signed by both Franchisee and Franchisor.

M. Limitations Of Claims. EXCEPT FOR CLAIMS ARISING FROM FRANCHISEE'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS THAT FRANCHISEE OWES FRANCHISOR, ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE WILL BE BARRED UNLESS AN ACTION IS COMMENCED IN THE APPROPRIATE FORUM WITHIN EIGHTEEN (18) MONTHS FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

N. Entire Agreement. The preambles and exhibits are a part of this Agreement, which, together with any riders or addenda signed at the same time as this Agreement, constitutes Franchisor's and Franchisee's entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between Franchisor and Franchisee relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between Franchisor and Franchisee relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation that Franchisor made in the disclosure document (including its exhibits and amendments) that Franchisor delivered to Franchisee or its representative. Except as provided in Sections 17.B. and 18.F, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

O. Caveat. THE SUCCESS OF THE STORE IS SPECULATIVE AND DEPENDS, TO A LARGE EXTENT, UPON FRANCHISEE'S ABILITY AS AN INDEPENDENT BUSINESS PERSON, AS WELL AS OTHER FACTORS. FRANCHISOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE POTENTIAL SUCCESS OF THE STORE AND NO ONE IS AUTHORIZED TO MAKE ANY SUCH REPRESENTATION OR WARRANTY ON FRANCHISOR'S BEHALF.

FRANCHISEEE UNDERSTANDS AND AGREES THAT FRANCHISOR HAS NO OBLIGATION TO ACCEPT FRANCHISEE'S APPLICATION AND MAY REFUSE TO GRANT FRANCHISEE A FRANCHISE FOR ANY REASON, OR NO REASON, WITHOUT DISCLOSING THE BASIS FOR THIS DECISION. FRANCHISEE ACKNOWLEDGES THAT UNLESS AND UNTIL FRANCHISOR SIGNS THIS AGREEMENT, THE FRANCHISE HAS NOT BEEN GRANTED, FRANCHISEE IS NOT A FRANCHISEE, AND FRANCHISEE MAY NOT RELY UPON BECOMING A FRANCHISEE.

Franchisee specifically acknowledges that the only financial performance information Franchisor furnishes is set forth in Item 19 of the Franchise Disclosure Document; that no officer, director, employee, agent, representative or independent contractor of Franchisor is authorized to furnish Franchisee with any other financial performance information; that, if they nevertheless do, Franchisee will not rely on any such financial performance information given to it by any such individual; and, that if any such individual attempts to or actually does give Franchisee any such financial performance information in contravention of this provision, Franchisee will immediately communicate such activity to

Franchisor. For the purpose of this Agreement, "financial performance information" means information given, whether orally, in writing or visually, which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of Complete Nutrition Stores.

Franchisee further acknowledges that it has read and completed the Acknowledgement Addendum to Franchise Agreement, a copy of which is attached to the Franchise Disclosure Document as Exhibit I and incorporated herein by reference.

P. Construction. The headings of the sections and paragraphs are for convenience only and do not define, limit or construe the contents of these sections or paragraphs. If two or more persons are at any time the owners of Franchisee's rights under this Agreement and/or the Store, whether as partners or joint venturers, their representations, warranties, obligations and liabilities to Franchisor will be joint and several. The term "owner" means any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in Franchisee (or its owner or a transferee of this Agreement and the Store or any interest in Franchisee), including any person who has a direct or indirect interest in Franchisee (or its owner or a transferee), this Agreement, or the Store and any person who has any other direct or indirect legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, sales, profits, rights, or assets. References to a "controlling ownership interest" or "controlling interest" means any of the following: (a) twenty percent (20%) or more of the ownership interests, voting shares or other voting rights in Franchisee, whether held directly or through one or more entity Owners; (b) an interest the acquisition of which allows an individual to become or appoint the Managing Owner (subject to Franchisor's consent pursuant to this Agreement); or (c) an interest the acquisition of which grants the power to direct or cause the direction of management and polices of Franchisee or the Store to any person that did not have such power before that acquisition. This Agreement may be executed in multiple copies, each of which will be deemed an original.

19. Notices And Payments. All written notices, reports and payments permitted or required to be delivered by the provisions of this Agreement or the Operations Manual will be deemed so delivered (i) one (1) business day after transmission by telecopy, facsimile or other electronic system if the sender has confirmation of successful transmission; (ii) one (1) business day after being placed in the hands of a commercial courier service for next business day delivery; or (iii) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid; and in each case must be addressed to the party to be notified at its most current principal business address of which the notifying party has notice. Any required payment or report that Franchisor does not actually receive during regular business hours on the date due will be deemed delinquent.

20. Electronic Mail. Franchisee acknowledges and agrees that exchanging information with Franchisor by e- mail is efficient and desirable for day-to-day communications and that Franchisor and Franchisee may utilize e-mail for such communications. Franchisee authorizes the transmission of e-mail by Franchisor and its employees, vendors, and affiliates ("Official Senders") to Franchisee during the term of this Agreement.

Franchisee further agrees that: (a) Official Senders are authorized to send e-mails to those of Franchisee's employees as Franchisee may occasionally authorize for the purpose of communicating with Franchisor; (b) Franchisee will cause its officers, directors and employees to give their consent to Official Senders' transmission of e-mails to them; (c) Franchisee will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is associated with Franchisee; and (d) Franchisee will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the term of this Agreement.

The consent given in this Section 20 shall not apply to the provision of notices by either party under this Agreement pursuant to Section 19 using e-mail unless the parties otherwise agree in a written document manually signed by both parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____
Name: _____
Title: _____

_____,
FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

By: _____
Name: _____
Title: _____

(IF INDIVIDUALS)

_____
Name: _____

_____
Name: _____

_____
Name: _____

GUARANTY AND ASSUMPTION OF OBLIGATIONS
(to be executed if Franchisee is an entity)

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "Agreement"), by COMPLETE NUTRITION FRANCHISING, LLC ("Franchisor") in favor of _____ ("Franchisee"), each of the undersigned ("Guarantors") hereby personally and unconditionally guarantees to Franchisor, its Affiliates (as defined herein), and their successors and assigns for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and agrees to be personally bound by, and personally liable for the breach of each and every provision in the Agreement. The Guarantors each agree to be personally and unconditionally bound by each and every undertaking, agreement and covenant set forth in the Agreement, including, the restrictive covenants and non-disclosure provisions contained in the Agreement, as well as the provisions in the Agreement relating to the Marks and transfers to the same extent as and for the same period of time as Franchisee is required to comply with and abide by such covenants and provisions. All of the foregoing obligations of the undersigned will survive any expiration or termination of the term of the Agreement or this Guaranty and Assumption of Obligations. The Guarantors further hereby personally and unconditionally guarantee all debts and obligations Franchisee incurs to Franchisor, its successors, assigns, affiliated entities, parent corporation, and subsidiaries ("Affiliates"), as the case may be, as a result of any obligations under the Agreement and as a result of purchases of products or services from Franchisor and its Affiliates. Each of the undersigned waives:

(1) acceptance and notice of acceptance by Franchisor or Affiliates of the foregoing undertakings;

(2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

(3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

(4) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability;

(5) all rights to payments and claims for reimbursement or subrogation which any of the Guarantors may have against the Franchisee arising as a result of the Guarantors' execution of and performance under this guaranty; and

(6) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that:

(1) his or her direct and immediate liability under this guaranty will be joint and several;

(2) he or she will render any payment or performance required under the Agreement upon demand if the Franchisee fails or refuses punctually to do so;

(3) such liability will not be contingent upon or conditioned upon pursuit by Franchisor or Affiliates of any remedies against the Franchisee or any other person; and

(4) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or the indulgence which Franchisor or Affiliates may from time to time grant to the Franchisee or to

any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which will in any way modify or amend this guaranty, which will be continuing and irrevocable during the term of the Agreement.

If Franchisor or any of the Affiliates are required to enforce this Guaranty and Assumption of Obligations in any judicial proceeding or appeal thereof, the Guarantors will reimburse Franchisor and Affiliates for its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty and Assumption of Obligations.

The undersigned Guarantors hereby consents to the applicability of the venue and jurisdiction provision in the Agreement to this Guaranty and Assumption of Obligations.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed their signatures on the same day and year as the Agreement was executed.

GUARANTOR(S)	**PERCENTAGE OF OWNERSHIP IN FRANCHISEE**
_____ (signature)	_____%
_____ (printed name)	
Address: _____	
_____	
_____ (signature)	_____%
_____ (printed name)	
Address: _____	
_____	
_____ (signature)	_____%
_____ (printed name)	
Address: _____	
_____	

EXHIBIT A
to the
FRANCHISE AGREEMENT

BASIC TERMS

1. The Site-Selection Area is _____
_____
_____.

2. The Store's location is _____.

3. The Territory is comprised of the lesser of a two-mile radius around the Store or a geographic area around the Store encompassing a population of approximately 60,000.

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____
Name: _____
Title: _____

_____,
FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

By: _____
Name: _____
Title: _____

(IF INDIVIDUALS)

_____
Name: _____

_____
Name: _____

_____
Name: _____

EXHIBIT B
to the
FRANCHISE AGREEMENT

FRANCHISEE AND ITS OWNERS

Effective Date: This Exhibit B is current and complete as of _____, 20___

1. **Form of Franchisee**.

(a) **Individual Proprietorship**. Franchisee's owner(s) (is) (are) as follows:

_____

_____

_____

(b) **Corporation, Limited Liability Company or Partnership**. Franchisee was incorporated or formed on _____, 20___, under the laws of the State of _____ Franchisee has not conducted business under any name other than Franchisee's corporate, limited liability company, or partnership name and _____. The following is a list of Franchisee's directors or managers (if applicable) and officers as of the effective date shown above:

Name	**Position(s) Held**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. **Owners**. The following list includes the full name of each person who is one of Franchisee's direct or indirect owners and fully describes the nature of each owner's interest (attach additional pages if necessary).

	Owner's Name	**Description of Interest**
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____

3. **Managing Owner**. Franchisee's Managing Owner is _____.

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____
Name: _____
Title: _____

_____,
FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

By: _____
Name: _____
Title: _____

(IF INDIVIDUALS)

_____
Name: _____

_____
Name: _____

_____
Name: _____

EXHIBIT C
to the
FRANCHISE AGREEMENT

LEASE RIDER

This Lease Rider (hereinafter "Lease Rider") is entered into this _____ day of_____, 20____, by and among Complete Nutrition Franchising, LLC, a Nebraska limited liability company (hereinafter "Franchisor"), _____, a _____(hereinafter "Tenant"), and _____, a _____ (hereinafter "Landlord").

RECITALS

A. Franchisor and Tenant are parties to a Complete Nutrition Franchise Agreement dated _____, 20__ ("Franchise Agreement").

B. Landlord and Tenant are parties to a lease (the "Lease") pursuant to which Tenant will occupy premises located at _____ ("Premises") for a Complete Nutrition retail store licensed under the Franchise Agreement.

C. Tenant is required under the Franchise Agreement to execute this Lease Rider along with Landlord and Franchisor. Any modification of this Lease Rider requires the prior written consent of Franchisor.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, Franchisor, Landlord and Tenant hereby agree as follows:

1. Notice of Default. Landlord shall furnish Franchisor with copies of all default letters and other notices sent to Tenant pertaining to the Lease and the Premises at the same time that such notices are sent to Tenant. Notwithstanding any contrary provision of the Lease, all notices given by Landlord to Franchisor or to Tenant must be in writing and shall be effectively given if sent by a reputable overnight courier or by United States Mail, postage prepaid, certified or registered, return receipt requested, to Tenant at the address provided for Tenant in the Lease, and to Franchisor at the following address:

To Tenant: _____
_____
_____

To Franchisor: Complete Nutrition Franchising, LLC
Attn: President
17220 Wright Street, Suite 200
Omaha, NE 68130

Franchisor shall have the right to change its address to which notices shall thereafter be sent by giving Landlord notice thereof.

2. Franchisor's Right to Cure. Should Tenant fail to cure any default asserted by Landlord, including abandonment of the Premises and/or fail to extend or renew the lease, within the time provided herein, Landlord shall notify Franchisor in writing of its intention to terminate the Lease prior to Landlord

exercising said right to terminate pursuant to the default provisions herein. Franchisor shall have the right but not the obligation, within thirty (30) days after receipt of such notice, to accept all of Tenant's right, title and interest in and to the Lease and assume and agree to perform all of Tenant's corresponding obligations, terms, covenants, conditions, renewals and agreements under the Lease before Landlord may take such action by reason of such default. However, if the default cannot be reasonably cured within such thirty (30) day period, then Franchisor shall be deemed to have cured the default if Franchisor promptly commences and proceeds to cure the default within such time as is reasonably necessary to so cure.

In the event Franchisor does not elect to assume or renew the lease, Landlord shall allow Franchisor to enter the premises at a mutually agreeable time to claim possession of all fixtures, furniture, equipment and inventory in which Franchisor or any of its affiliates have a security interest.

3. Assignment of Lease to Franchisor. Tenant hereby assigns its rights under the Lease to Franchisor at Franchisor's option, and Landlord hereby consents to such assignment provided one of the following conditions shall have occurred: (a) Tenant fails to timely cure a default under the Lease; or (b) Tenant fails to timely cure a default under the Franchise Agreement, or any document or instrument securing or relating to the Franchise Agreement, or the expiration (without renewal) cancellation or termination of the Franchise Agreement by Tenant or Franchisor for any reason other than a default by Franchisor and Franchisor sends written notice to Landlord that Franchisor is exercising its right to accept the assignment of Tenant's rights under the Lease or exercising the Renewal Option; and Franchisor cures Tenant's default, as applicable, within thirty (30) days of written notice of default to Franchisor. Landlord acknowledges that by executing this Rider, Franchisor does not hereby assume any liability with respect to the Premises or any obligation as Tenant under the Lease unless and until Franchisor expressly assumes such liability as described above.

Landlord consents to the foregoing conditional assignment of Tenant's right, title and interest in the Lease to Franchisor and the corresponding acceptance thereof and assumption of Tenant's corresponding obligations, terms, covenants, conditions and agreements made under the Lease by Franchisor subject to all the terms, covenants, conditions and agreements set forth herein.

4. Subsequent Transfer by Franchisor. At any time following Franchisor's election to take an assignment of Tenant's rights under the Lease, Franchisor may, on written notice, assign the Lease or sublet the Premises to an affiliate of Franchisor or a franchisee approved by Franchisor, without charge or penalty, so long as such assignee or sublessee meets Landlord's reasonable financial qualifications. Upon an assignment, Franchisor shall be released from any further obligations under the Lease. Landlord agrees to execute commercially reasonable written documentation confirming any such assignment and release. Further, Franchisor is expressly authorized, without the consent of Landlord, to sublet the Premises to an authorized franchisee, provided such subletting is specifically subject to the terms of the Lease and the franchisee expressly assumes all obligations of the Lease. Franchisor agrees to notify Landlord of the name of the franchisee within ten (10) days after such subletting.

5. Tenant Transfers. Tenant may not assign its interest in the Lease, nor sublet all of any portion of the Premises, without Franchisor's written consent. If Franchisor consents to a proposed assignment or subletting by Tenant, no Lease provision shall be enforceable which would otherwise operate to automatically terminate the Lease upon Tenant's request for consent from Landlord to such assignment or subletting. (Franchisor/Franchise Issue) Landlord and Tenant shall not amend or otherwise modify the Lease in any manner that could materially change any of the foregoing provisions without the prior written consent of Franchisor.

6. Third Party Beneficiary. Landlord acknowledges that Franchisor is not a party to the Lease. However, Franchisor is intended to be a third party beneficiary of the Lease with an independent right to enforce its terms against Landlord and Tenants. Landlord and Tenant hereby waive any claim that Franchisor has no right to enforce the Lease or this Lease Rider.

7. Rider Controls. The terms of this Lease Rider shall supersede any conflicting terms of the Lease.

IN WITNESS WHEREOF, Franchisor, Landlord and Tenant have executed this Lease Rider as of the date and year first written above.

LANDLORD

_____

By: _____
Name: _____
Title: _____

TENANT

_____

By: _____
Name: _____
Title: _____

FRANCHISOR

Complete Nutrition Franchising, LLC

By: _____
Name: _____
Title: _____

EXHIBIT C
Development Agreement

COMPLETE NUTRITION FRANCHISING, LLC

DEVELOPMENT AGREEMENT

_____

DEVELOPER

_____

DATE OF AGREEMENT

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COMPLETE NUTRITION FRANCHISING, LLC
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20__, by and between COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company ("we", "us" or "our"), and _____, a _____ ("you" and "your").

PREAMBLE

We are engaged in the business of franchising "Complete Nutrition Stores" under the Marks and Systems as more fully described in the Complete Nutrition Franchising, LLC Franchise Agreement, which may be amended from time to time ("Franchise Agreement"); and

You are aware of the benefit derived from being identified with and franchised by us in order to use the Marks and System as more fully described in the Franchise Agreement; and

You desire to obtain area development rights to establish and operate Complete Nutrition Store franchises from us within a specific geographical area and according to a specific time schedule under the terms and conditions set forth herein; and

You have, simultaneously with the execution of this Agreement, executed a Franchise Agreement pertaining to the first Complete Nutrition Store ("First Unit") to be opened under this Agreement, which you agree to open or have opened within the time specified in the Franchise Agreement; and

You desire to open and operate other Complete Nutrition Stores in accordance with the terms and conditions herein ("Subsequent Units");

The capitalized terms under this Agreement will have the same meaning as those same capitalized terms under the Franchise Agreement.

NOW, the parties agree as follows:

I. TERRITORIAL EXCLUSIVITY

A. **Area**. According to the terms and conditions in this Agreement, we grant to you and you accept from us, the exclusive right, during the term of this Agreement, to establish and operate franchised units of Complete Nutrition Stores (each referred to as a "Unit" and collectively referred to as the "Units") in the area described in Attachment A (the "Area"). So long as you are not in default under this Agreement, or any other agreement with us or our affiliates, neither we nor our affiliates will operate or grant a franchise to any other person or entity to operate a Complete Nutrition Store within the Area. Notwithstanding any other term or condition of this Agreement to the contrary, you may not develop a Complete Nutrition Store that is within the Assigned Territory of another Complete Nutrition Store that is either open or has been approved for development. The boundaries of your Area shall not change regardless of political reorganization or changes.

Until the termination or expiration of this Agreement, you retain your right of exclusivity as long as you comply with the Schedule (as defined below). If you fail to meet any of your obligations under this Agreement, including compliance with the Schedule, or if you breach any Franchise Agreement executed by you, we may terminate this Agreement along with your right to develop, open and operate

new Units within the Area, but the termination of this Agreement and the right to develop your Area will not terminate any rights granted under the Franchise Agreements then in effect between you and us in which you are in compliance. After the expiration or termination of this Agreement, we may own, operate, franchise or license others to operate Complete Nutrition Stores anywhere, without restriction, including in your Area, except for within any Territories under your Franchise Agreement(s) that remain in effect.

B. **The Rights We Retain in the Area**. Except as limited by Section I.A. above, we and our affiliates retain all rights with respect to Complete Nutrition Stores, the Marks, the sale of similar or dissimilar products and services and any other activities we deem appropriate whenever and wherever we desire, including (1) the right to own or operate, or license others to own or operate Complete Nutrition Stores immediately adjacent to your Area or anywhere outside of your Area; (2) the right to operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Marks in any location, both inside or outside of your Area; (3) the right to operate or license others to operate businesses that are not similar to a Complete Nutrition Store under the Marks in any location, both inside or outside of your Area; and (4) the right to offer any products or services (including the products and services you offer at your Complete Nutrition Store(s)) through other channels of distribution (including grocery stores, the Internet and other non-retail supplement store outlets) both inside and outside of your Area, and we may promote products bearing the Marks at special events, athletic contests, etc., through temporary locations and mobile units. We are not required to pay you if we exercise any of the rights specified above inside your Area.

II. DEVELOPMENT OBLIGATIONS

A. **Schedule**. You will construct, equip, open and operate within the Area the number of Units as are described in Attachment A attached to this Agreement ("Schedule"). Further, you must open each Unit within the time period described in the Franchise Agreement applicable to that Unit and in the Schedule. You must execute our then current Franchise Agreement together with all standard ancillary documents (including exhibits, guarantees and other related documents) within the time periods described in the Schedule. You will at all times faithfully and diligently comply with the obligations imposed by this Agreement and under the Franchise Agreement for each Unit, provided that you will not be required to pay an Initial Franchise Fee under the Franchise Agreements other than the Base Franchise Fee due hereunder.

B. **Force Majeure/Time of Essence**. It is of material importance to us that you timely perform all obligations under this Agreement and the Franchise Agreement for each Unit. Should you be unable to meet the Schedule solely as the result of force majeure, which includes strikes, material shortages, fires, floods, earthquakes, and other acts of God, or by force of law (including our inability to deliver a franchise disclosure document), and which you could not have avoided by the exercise of due diligence, the Schedule will be extended by the amount of time during which such force majeure existed.

III. TERM. The term of this Agreement will start on the date this Agreement is signed by both parties and you have paid us the Base Franchise Fee. Unless terminated earlier according to the terms of this Agreement, the term of this Agreement and all area development rights granted in this Agreement will expire at the earlier of the opening of the last Unit listed in the Schedule or the expiration date listed on Attachment A. There is no right to renew this Agreement.

IV. BASE FRANCHISE FEE. In exchange for the rights granted under this Agreement, you agree to pay us a Base Franchise Fee, which is described in Attachment B attached to this Agreement. The Base Franchise Fee will be due when you sign this Agreement. No part of the Base Franchise Fee is refundable under any circumstances.

V. FRANCHISE AGREEMENT

A. **Signing the Franchise Agreement**. Within the times specified in the Schedule, you must execute the then current Franchise Agreement for each Subsequent Unit. The Royalty Fees and the Advertising Fees in the Franchise Agreement will be the same as in the Franchise Agreement for your First Unit. In no event will you be required to sign a Franchise Agreement until such time as we have complied with any applicable waiting periods required by law.

B. **Complying with the Franchise Agreement**. After you sign a Franchise Agreement, you must fully comply with all of the terms contained in the Franchise Agreement including paying all of the fees required by that Franchise Agreement in a timely manner. YOU DO NOT OBTAIN ANY RIGHTS AS A FRANCHISEE FOR A PARTICULAR LOCATION UNTIL A FRANCHISE AGREEMENT IS SIGNED BY YOU AND US. You must submit all proposals for sites to us for our consent. We have the right, in our absolute discretion, to withhold our consent to any site you propose. Our consent to the site is no assurance of success.

C. **Our Discretion**. You acknowledge that all Units must be developed and operated according to our standards. You agree and recognize that we may refuse to grant a Franchise Agreement for a Subsequent Unit if we believe, in our reasonable judgment, that you do not have sufficient financial resources and other ability (including, but not limited to, experience, character, skill, aptitude, attitude, and business acumen sufficient to operate multiple locations) to properly develop and operate the proposed Subsequent Unit. We may take into account, among other things, your past performance and financial success of existing Units. In order to assist us in making such a determination, you must provide us, upon our request, the financial and other information regarding your existing Unit(s) and the proposed Subsequent Unit. Our approval, however, is not deemed to be a warranty of your financial or other ability to develop and operate the proposed Subsequent Unit(s).

D. **Marks**. You acknowledge that we are not granting you any right to use the Marks under this Agreement. Any rights you receive regarding the use of the Marks arise from the Franchise Agreement you signed or will sign and you may only used the Marks pursuant to the terms of that Franchise Agreement.

VI. ASSIGNABILITY

A. **By You**. You are not permitted to transfer, directly or indirectly, any or all of your interest in this Agreement or any ownership interest in you without our prior written consent, in our sole and absolute discretion; provided, however, that you may transfer your right to develop any particular Unit to a Controlled Affiliate, in which case references to "you" and "your" in this Agreement will be deemed to include both you and such Controlled Affiliate. As used in this Agreement, "Controlled Affiliates" means a corporation, limited liability company or other business entity which you or one or more of your majority owners owns at least 80% of the total authorized ownership interests, but only if you or the owners(s) have the right to control the entity's management and policies. Franchises that we grant to your Controlled Affiliates will count towards your Schedule.

B. **By Us**. This Agreement is fully assignable, in whole or in part, by us, without your consent. Upon our assignment, we are relieved of all liability under this Agreement and all rights and obligations will accrue to our successor or assignee.

C. **No Subfranchising**. You must not offer, sell, or negotiate the sale of Complete Nutrition Store franchises to any third party, either in your name or on our behalf or otherwise subfranchise, share,

divide or partition this Agreement, and nothing in this Agreement will be construed as granting you the right to do so.

VII. DEFAULT AND TERMINATION

A. **Default by You**. Upon written notice to you, we may terminate this Agreement for cause, but without providing you an opportunity to cure, in the event of any material breach of this Agreement by you. Material breach, as used in this Section VII, will include, among other things, the following:

(a) Any attempt by you to sell, assign, transfer or encumber, in whole or in part, any or all rights and obligations under this Agreement without the written consent required by this Agreement;

(b) Your failure to develop each of the Units within the Schedule set forth in this Agreement if not cured within 30 days after written notice;

(c) Your bankruptcy, insolvency or general assignment for the benefit of creditors;

(d) Any material breach by you or your affiliate of any Franchise Agreement between you or your affiliates and us which is not cured within the applicable cure period in that Franchise Agreement; or

(e) You or your owners commit or are convicted of a felony or crime of moral turpitude or fraud which we believe may adversely affect the System or goodwill associated with the Marks.

B. **Rights on Termination, Expiration or Assignment**. Upon expiration or termination, for any reason, of this Agreement, all of your rights regarding the Area will cease and any remaining rights you may have to open any Subsequent Unit will cease. We will be entitled to establish, or to license others to establish, restaurants using the Marks and System in the Area, subject to the provisions in any existing Franchise Agreements you or your affiliates have with us relating to the Territory defined in those Franchise Agreements. You or your affiliates will continue to operate Complete Nutrition Stores according to the signed Franchise Agreements between you or your affiliates and us, if such Franchise Agreements have not been terminated. A default and termination under this Agreement does not constitute a default and termination under any Franchise Agreement between you or your affiliates and us.

VIII. MISCELLANEOUS.

A. **Notices**. All notices required under this Agreement will be in writing and will be given: (i) if hand delivered on the day of delivery; (ii) 3 business days after placement in the United States Mail by registered or certified mail, postage prepaid return receipt requested, return receipt requested; or (iii) the day after placement with a courier guaranteeing overnight delivery, addressed to the address listed on the signature page of this Agreement or at such other address as either party will specify in a notice to the other party.

B. **Severability**. If any provision of this Agreement is considered to be invalid or inoperative for any reason, that part will be deemed modified to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the Agreement will continue in effect as if the Agreement had been signed with the invalid portion modified or eliminated.

C. **Non-Waiver**. Neither party's waiver of a breach or default by the other, nor delay or failure to exercise any right upon breach or default, nor acceptance of any payment, will be deemed a waiver, nor will it impair rights for other breaches or defaults of the same or a different kind. The description of any breach or default in any notice will not prevent the assertion of other defaults or breaches. We may waive any one or more of the requirements imposed under this Agreement for the benefit of any particular franchisee or any particular Unit, but the waiver in favor of any other franchisee or Unit will not prevent us from enforcing the requirements against you, all other franchisees and all other Units.

D. **Remedies**. The remedies available to us are non-exclusive and nothing stated in this Agreement will act to prevent our pursuit of any other rights or remedies arising due to termination of this Agreement which may otherwise become available to us in law or equity. In no event will either party be liable to the other party for prospective profits or special, indirect, punitive or consequential damages for any conduct arising out of this Agreement or our relationship with you.

E. **Attorney's Fees**. In the event of any court or arbitration proceeding, the non-prevailing party will reimburse the prevailing party for all of the prevailing party's costs and expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees which are incurred before, at trial and at all appellate levels, even if not taxable as court costs, in addition to any other relief to which such party or parties may be entitled.

F. **Approval And Guarantees Of Shareholders, Partners Or Members**. If you are a corporation, partnership or limited liability company, all shareholders, partners or members (and their shareholders, partners or members if they are an entity), and all of the spouses of the foregoing persons will guarantee each Franchise Agreement for a Unit. The execution and performance of this Agreement by you does not violate or constitute a breach of the terms of any other agreement or commitment to which you are a party.

G. **Choice Of Law**. You acknowledge that this Agreement was accepted in the State of Nebraska. You acknowledge that you have and will continue to develop a substantial and continuing relationship with us at our principal offices in Nebraska, where our decision-making authority is vested and franchise operations are conducted and supervised. Except to the extent that this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham Act, 115 U.S.C. 1051), this Agreement will be governed, to the extent permissible, by the laws of the State of Nebraska without regard to principles of conflicts of law; provided, however, that any law regulating the offer or sale of franchises, business opportunities or similar interests or governing the relationship between a franchisor and a franchisee or any similar relationship (including the Nebraska Franchise Practices Act), will not apply unless its jurisdictional requirements are met independently without reference to this Section IX.G. If, however any provision of this Agreement would not be enforceable under the laws of Nebraska, and if the Area is located outside of Nebraska and the provision would be enforceable under the laws of the State in which the Area is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of the State where the Area is located. We may institute any action arising out of or relating to this Agreement in any state or federal court of general jurisdiction in the State of Nebraska, and you and your guarantors irrevocably submit to this jurisdiction and waive any objection to the application of Nebraska law or to the jurisdiction or venue in those Nebraska courts. If you institute any action arising out of or relating to this Agreement that is not subject to arbitration, such suit must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city, where we then maintain our principal business address, unless said court will not accept jurisdiction over the case. Notwithstanding the foregoing, we may bring an action for a temporary

restraining order or for temporary or preliminary injunctive relief, or to enforce an arbitration award, in any federal or state court in the state in which you reside or the Area is located.

The provisions of this Agreement that conflict with any applicable law will be ineffective, but only to the extent not in accordance with applicable law, and instead, we will comply with the applicable law respecting each of these matters. If a state regulator requires an amendment to this Agreement, the amendment is attached to this Agreement in a State Law Addendum. We are not, however, precluded from contesting the validity, enforceability, or applicability of any state laws or regulations in any action relating to this Agreement or to its rescission or termination.

H. **Non-Liability Of Our Affiliates**. We are the only entity obligated to you under this Agreement. You may not look to any of our affiliates or related companies, other business entities or individuals for performance of this Agreement.

I. **WAIVER OF JURY TRIAL. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES.**

J. **Receipt of the FDD**. You acknowledge receipt of our franchise disclosure document along with this Agreement, at least 14 days before your execution of this Agreement or any payment by you to us. If any unilateral modifications have been made to this Agreement you acknowledge that you have had at least 7 days to review them.

K. **Construction Of Language**. The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires; if more than one party or person is referred to as you, their obligations and liabilities will be joint and several. Headings are for reference purposes and do not control interpretation.

L. **Entire Agreement**. This Agreement, including all Attachments attached, constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes any and all prior agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations we made in the franchise disclosure document that was furnished to you in connection with our offer to grant you a franchise to develop the Units. No amendment or modification to this Agreement will be binding on either party unless written and fully executed.

IX. INDEPENDENT CONTRACTOR/INDEMNIFICATION

A. **Independent Contractor**. We and you are independent contractors, and no partnership, fiduciary, joint venture, or employment relationship exists between you and us. You will conspicuously identify yourself in all dealings with the public as an independently owned business. Neither we nor you will make any agreements or representations in the name of or on behalf of the other that our relationship is other than franchisor and franchisee.

B. **Indemnification**. Under no circumstances will we be liable for any act, omission, debt, or other obligation of yours. To the fullest extent permitted by law, you (for yourself and your employees, agents, subcontractors, successors and assigns) agree, at your sole cost and expense, to indemnify, defend and hold harmless, and to reimburse on demand us, and all entities related to us and our and their respective directors, officers, members, employees agents, managers, partners, attorneys,

licensees, affiliates successors and assigns ("Indemnified Parties") from and against any and all damages, losses, liabilities, bodily injury, property damage, obligations, penalties, fines, claims, litigation, demands, defenses, judgments, suit proceedings, administrative orders, consent agreements, costs, disbursements or expenses of any kind or any nature whatsoever, including without limitation, reasonable attorneys' and expert fees and disbursements arising out of or related to or in any way arising out of the acts or omissions of you or your employees, agents, officers, directors, parents, subsidiaries, affiliates, successors and assigns ("Indemnitors") arising out of or related to (i) any act or omission, negligent or otherwise, of the Indemnitors or anyone directly or indirectly employed by them or anyone whose acts they may be liable for relative to the business contemplated by this Agreement; (ii) any breach by the Indemnitors or any term or provision of this Agreement; and (iii) the cost, including, but not limited to reasonable attorney's fees, of enforcing this indemnification provision. The obligations of Indemnitors are joint and several.

This indemnification must not be construed to indemnify an Indemnified Party to the extent such indemnification is prohibited by law, including an indemnification of any Indemnified Party from its own negligence, if prohibited by law. To the extent indemnification of any party hereunder would be prohibited by law, this provision will not apply to such party, but will continue to be effective as to all other parties with respect to whom indemnification is not prohibited by applicable law.

X. REPRESENTATIONS AND ACKNOWLEDGMENTS/CAVEAT

YOU HAVE BEEN ADVISED TO MAKE AN INDEPENDENT INVESTIGATION OF OUR OPERATIONS. WE HAVE NOT AND DO NOT REPRESENT THAT YOU CAN EXPECT TO ATTAIN A SPECIFIC LEVEL OF SALES, PROFITS, OR EARNINGS. YOU HAVE BEEN ADVISED TO OBTAIN INDEPENDENT PROFESSIONAL ADVICE REGARDING THE FRANCHISE AND THE DEVELOPMENT RIGHTS GRANTED HEREIN. YOU UNDERSTAND THAT YOU MAY SUSTAIN LOSSES AS A RESULT OF THE OPERATION OR THE CLOSING OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND ANY FRANCHISE AGREEMENT. YOU UNDERSTAND THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT AND THE FRANCHISE AGREEMENT INVOLVES A HIGH DEGREE OF FINANCIAL RISK AND DEPENDS TO A LARGE DEGREE ON YOUR SKILLS, ABILITIES, INITIATIVE, AND HARD WORK. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE POTENTIAL SUCCESS OF THIS BUSINESS VENTURE. YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE MADE AN INDEPENDENT INVESTIGATION OF US AND OUR OPERATIONS AND YOU ACKNOWLEDGE THAT YOU HAVE ENTERED INTO THIS AGREEMENT SOLELY IN RELIANCE UPON SUCH INDEPENDENT INVESTIGATION. THIS AGREEMENT IS EFFECTIVE ONLY ONCE YOU AND WE BOTH SIGN THE AGREEMENT.

YOU REPRESENT TO US THAT YOUR SIGNATURE ON AND PERFORMANCE OF THIS AGREEMENT DOES NOT VIOLATE OR CONSTITUTE A BREACH OF THE TERMS OF ANY OTHER AGREEMENT OR COMMITMENT TO WHICH YOU, YOUR GUARANTORS OR ANY OF YOUR OR THEIR AFFILIATES ARE A PARTY.

UNDER APPLICABLE U.S. LAW, INCLUDING WITHOUT LIMITATION EXECUTIVE ORDER 1224, SIGNED ON SEPTEMBER 23, 2001 (THE "ORDER"), WE ARE PROHIBITED FROM ENGAGING IN ANY TRANSACTION WITH ANY PERSON ENGAGED IN, OR WITH A PERSON AIDING ANY PERSON ENGAGED IN, ACTS OF TERRORISM AS DEFINED IN THE ORDER. ACCORDINGLY, YOU DO NOT, AND HEREAFTER WILL NOT, ENGAGE IN ANY TERRORIST ACTIVITY. IN ADDITION, YOU ARE NOT AFFILIATED WITH AND DO NOT SUPPORT ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST

ACTIVITY. FINALLY, YOU ARE NOT ACQUIRING THE RIGHTS GRANTED UNDER THIS AGREEMENT WITH THE INTENT TO GENERATE FUNDS TO CHANNEL TO ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY, OR TO OTHERWISE SUPPORT OR FURTHER ANY TERRORIST ACTIVITY.

NO PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT AN AUTHORIZED OFFICER OF OURS BY A WRITTEN DOCUMENT. NO REPRESENTATIONS AS TO PROJECTIONS, FINANCIAL PERFORMANCE, POTENTIAL SUCCESS, FUTURE PROFITS, PROMISES, GUARANTEES OR WARRANTIES OF ANY KIND ARE AUTHORIZED TO BE MADE BY US OR OUR AFFILIATES OR REPRESENTATIVES OTHER THAN THOSE CONTAINED WITHIN ITEM 19 OF OUR FRANCHISE DISCLOSURE DOCUMENT.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THIS AGREEMENT AND ITS ATTACHMENTS; THAT YOU HAVE HAD AN OPPORTUNITY TO ASK US ALL QUESTIONS RELATING TO THIS AGREEMENT AND THE SYSTEM; AND THAT WE HAVE ANSWERED ALL YOUR QUESTIONS TO YOUR SATISFACTION.

THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED TO BE UNDERTAKEN BY YOU IS SPECULATIVE AND DEPENDS, TO A LARGE EXTENT, UPON YOUR ABILITY AND EFFORTS. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE POTENTIAL SUCCESS OF THIS BUSINESS VENTURE. YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE MADE AN INDEPENDENT INVESTIGATION OF US AND OUR OPERATIONS AND YOU ACKNOWLEDGE THAT YOU HAVE ENTERED INTO THIS AGREEMENT SOLELY IN RELIANCE UPON SUCH INDEPENDENT INVESTIGATION. THIS AGREEMENT IS EFFECTIVE ONLY ONCE YOU AND WE BOTH SIGN THE AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

COMPLETE NUTRITION FRANCHISING, LLC

By: _____
Its: _____

Address:

17220 Wright Street, Suite 200
Omaha, Nebraska 68130

DEVELOPER

By: _____
_____, _____

Address:

_____
_____

ATTACHMENT A (ADA)

AREA, BASE FRANCHISE FEE, SCHEDULE AND EXPIRATION DATE

Area

The Area is:

_____

_____

_____

exclusive of any location in a transportation facility, a sporting facility, an educational facility or a military facility.

Base Franchise Fee

Stores	Fee For Additional Store	Total Base Franchise Fee	Average Fee Per Store
1	$49,500	$49,500	$49,500
2	$41,500	$91,000	$45,500
3	$29,500	$120,500	$40,167
4	$29,500	$150,000	$37,500
5	$27,500	$177,500	$35,500
6	$22,500	$200,000	$33,333
7	$22,500	$222,500	$31,786
8	$22,500	$245,000	$30,625
9	$22,500	$267,500	$29,722
10	$15,000	$282,500	$28,250

Schedule

Unit Number	Date Franchise Agreement must be executed	Date Unit Must be Operational

Expiration Date

The expiration date is _____.

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3.1.4. Purchasing
3.1.5. Setup
3.1.6.Timecard
3.1.7.Reporting
3.1.8. Complete Nutrition (CN) Loyalty Programs
4. Loyalty Programs
4.1. CLUB
4.2. Preferred Member
4.3. Ambassador Program
5. Inventory and Risk Management
6. Store Procedures
6.1. Daily
6.2. Weekly
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Chapter 8: Marketing 53 Pages

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2. Retail Promotional Planner (RPP)
3. Local Store Marketing (LSM)
3.1. $11 Cards
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3.3. Sampling
3.4. Lunch & Learn
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3.6. Referral Cards
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4. Salesforce Marketing Cloud
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    4.2. Email
        4.2.1. Distributed Sending
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5. Integrated Campaign Through Media and Advertising
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    1.1. Good Standing
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2. Penalty
    2.1. 1st Class Violation
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9. CLUB Accounting
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EXHIBIT E
State Addenda to the Disclosure Document and Franchise Agreement

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

The following provisions supersede any inconsistent provisions in the Franchise Disclosure Document and apply to all franchises sold in the State of California.

1. ITEM 6: The highest rate of interest allowed by law in California is 10% per annum.

2. Neither we nor any person identified in Item of the Disclosure Document are subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. § 78a, et seq., suspending or expelling any persons from membership in any of these associations or exchanges.

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

4. 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.)

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

6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. The Franchise Agreement requires application of the State of Nebraska. This provision may not be enforceable under California law.

8. Any condition, stipulation or provision of the Franchise Agreement which would result in your waiver of compliance with any provision of the California Franchise Relations Act is void to the extent that the provision violates this Act.

9. To the extent that Section 18.H of the Franchise Agreement would violate California law, this Section is amended by providing that all litigation by or between you and us, involving a franchised business operating in the State of California, which arises directly or indirectly from the Franchise Agreement will be commenced and maintained in the state courts of California or the United States District Court for California, with the specific venue in either court system determined by the appropriate jurisdiction and venue requirements.

10. California Corporations Code Section 31125 requires us to give you a disclosure

document, approved by the Department of Business Oversight, prior to the solicitation of a proposed material modification to an existing franchise.

11. The URL address for our website is www.completenutrition.com. OUR WEBSITE HAS NOT BEEN 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.

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISING, LLC FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF CALIFORNIA ARE HEREBY AMENDED AS FOLLOWS:

1. The occurrence of any one of the default events set forth in Section 15(B) shall constitute a failure by Franchisee to substantially comply with the requirements of the Agreement.

2. Section 31125 of the California Corporation Code requires the Franchisor to give you a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.

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

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

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

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law and applicable regulations are met independently without reference to this Addendum.

7. Any terms not defined in this Addendum will have the respective meanings assigned to them in the Franchise Agreement and Development Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum effective as of _____, _____, 201_.

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____
Title: _____

FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

_____
[Name]

By: _____
Title: _____

(IF INDIVIDUALS)

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF ILLINOIS

Notwithstanding anything contained in the foregoing Franchise Agreement and Development Agreement and Franchise Disclosure Disclosure ("FDD") to the contrary, the following provisions of the Illinois Franchise Disclosure Act ("Act") shall apply to any franchise located in the State of Illinois, which shall control to the extent of any inconsistency:

Item 5 of the FDD and Section 6.A. of the Franchise Agreement and IV. Of the Development Agreement: The Illinois Attorney General's Office has imposed financial assurances based on our financial condition. For this reason, we have provided the Illinois Attorney General's office with a Surety Bond.

Item 17v. and 17 w of the FDD, the State Cover Page of the FDD, and Sections 18.G and 18.H of the Franchise Agreement. Choice of Law and Choice of Forum shall be Nebraska.

State Law, Jurisdiction and Venue. Any provision in the Franchise Agreement, including but not limited to Sections 18 G. and 18.H, which designates governing law, jurisdiction or venue in a forum outside the State of Illinois is void.

Termination or Nonrenewal Franchise: The Illinois Franchise Disclosure Act provides rights to you concerning nonrenewal and termination of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.

Waiver. 815 ILCS 705/41 provides that the rights provided by the Illinois Franchise Disclosure Act of 1987 (the "Act") along with other laws of the State of Illinois may not be waived. Consequently, any release of claims or acknowledgements of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act or any other law of the State of Illinois shall be void and hereby deleted with respect to claims under the Act or any other law of the State of Illinois.

Participation in Trade Associations: We will not in any way restrict any Franchisee from joining or participating in any trade association.

Release. Any release of claims or acknowledgements of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act shall be void and hereby deleted with respect to claims under the Act.

Applicability. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act and applicable regulations are met independently without reference to this Addendum.

Definitions. Any terms not defined in this Addendum will have the respective meanings assigned to them in the Franchise Agreement and Development Agreement.

Other Provisions Unaffected: All other terms and provisions contained in the Franchise Agreement shall remain in full force and effect, except to the extent specifically modified herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum effective as of __, _____, 20__.

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____
Title: _____

_____,
FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

_____
[Name]

By: _____
Title: _____

(IF INDIVIDUALS)

_____
[Signature]

_____
[Print

Name]

_____
[Signature]

_____
[Print Name]

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT FOR THE STATE OF INDIANA

The following provisions supersede any inconsistent provisions in the Franchise Disclosure Document, Franchise Agreement and Development Agreement and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the Franchise Disclosure Document, the Franchise Agreement or Nebraska law, if these provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as including any material breach of the Franchise Agreement, shall supersede the provisions of Article 13 of the Franchise Agreement to the extent that section may be inconsistent with this prohibition.

3. Any provision in the Franchise Agreement which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that the provision violates this law.

4. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Act and applicable regulations are met independently without reference to this Addendum.

5. Any terms not defined in this Addendum will have the respective meanings assigned to them in the Franchise Agreement and Development Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum effective as of _____, _____, 20__.

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____
Title: _____

_____,
FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

_____
[Name]

By: _____
Title: _____

(IF INDIVIDUALS)

[Signature]

[Print Name]

[Signature]

[Print Name]

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND

Notwithstanding anything contained in the foregoing Franchise Agreement, Development Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions shall apply to any franchise or franchisee located in the State of Maryland, which shall control to the extent of any inconsistency.

1. **Item 5.** The State of Maryland has imposed financial assurances based on our financial condition. For this reason, we have provided the State with a Surety Bond.

2. **Item 17(c), (l).** Pursuant to COMAR 02.02.08.16L, the 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.

3. **Item 17(h).** The provision in the franchise agreement (i.e., Section 6) which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. **Item 17(w).** Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT FOR THE STATE OF MARYLAND

This Addendum pertains to franchises located in the State of Maryland and is for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of either the Franchise Agreement or the Development Agreement (if applicable) to the contrary, the Franchise Agreement and Development Agreement are hereby amended as follows:

1. Pursuant to COMAR 02.02.08.16(l), the general release required as a condition renewal, sale, assignment or transfer of the Franchise Agreement and the Development Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the franchise to Franchisee.

3. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Bus. Red. Code Ann. § 14-201 et seq. and COMAR 02.02.08.01 et seq. are met independently without reference to this Addendum.

4. Any terms not defined in this Addendum will have the respective meanings assigned to them in the Franchise Agreement and Development Agreement.

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____

Name: _____

Title: _____

_____,
FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:)

By: _____

Name: _____

Title: _____

(IF INDIVIDUALS:)

_____

Name: _____

_____

Name: _____

_____

Name: _____

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA

Notwithstanding anything contained in the foregoing Franchise Agreement, Development Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions shall apply to any franchise or franchisee located in the State of Minnesota, which shall control to the extent of any inconsistency.

1. **Item 5.** The Minnesota Department of Commerce has imposed financial assurances based on our financial condition. For this reason, we have provided the Department with a Surety Bond.

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISING, LLC FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT FOR THE STATE OF MINNESOTA

This Addendum pertains to franchises located 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 either the Franchise Agreement or the Development Agreement (if applicable) to the contrary, the Franchise Agreement and Development Agreement are hereby amended as follows:

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

2. With respect to franchises governed by Minnesota law, the franchisor will comply with MINN. STAT. SECTION 80C.14 SUBD. 3-5, which require (except in certain specified cases)

   i. that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and

   ii. that consent to the transfer of the franchise will not be unreasonably withheld.

3. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to MINN. STAT. SECTION 80C.12 SUBD. 1(G). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

4. MINNESOTA RULES 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See MINNESOTA RULES 2860.4400(J) also, a court will determine if a bond is required.

6. The Limitations of Claims section must comply with MINN. STAT. SECTION 80C.17 SUBD. 5.

7. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act and applicable regulations are met independently without reference to this Addendum.

8. Any terms not defined in this Addendum will have the respective meanings assigned to them in the Franchise Agreement and Development Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum effective as of _____ _____ _____, 20___.

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____
Title: _____

_____,
FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

_____
[Name]

By: _____
Title: _____

(IF INDIVIDUALS)

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF NEW YORK

Notwithstanding anything contained in the foregoing Franchise Disclosure Document ("FDD") to the contrary, the following provisions shall apply to any franchise or franchisee located in the State of New York, which shall control to the extent of any inconsistency:

The State Cover Page is amended to include the following risk factors:

4. The Franchisee will be required to make an estimated initial investment ranging from $191,190 to $352,120. This amount exceeds the Franchisor's stockholders equity as of December 31, 2015, which is $(449,852).

5. You must maintain minimum sales performance levels. If you fail to do so, the franchisor could fine or terminate your agreement resulting in the loss of your investment, or both.

Item 3 shall be supplemented by the following:

A. Neither we nor any person identified in Item 2 has an administrative, criminal or civil action pending against it, him or her 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. Nor do we or a person identified in Item 2 have any 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.

B. Neither we nor any person identified in Item 2 has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-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.

C. Neither we nor any person identified in Item 2 is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or is subject to any currently effective order of any 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 shall be supplemented by the following:

Neither we nor any of our affiliates, officers or members, during the 10-year period immediately before the date of this disclosure document, has: (a) filed as a debtor (or had filed against it, him or her) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its, his or her debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or member of us held this position in the company or partnership.

Paragraph "d" under Item 17 of the FDD titled "Termination by franchisee", shall be supplemented to state that the franchisee may terminate the agreement on any grounds available by applicable law.

Paragraph "j" under Item 17 of the FDD titled "Assignment of contract by franchisor", shall be supplemented as follows: "However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor is willing and financially able to assume the franchisor's obligations under the agreement."

Paragraph "w" under Item 17 of the FDD, are supplemented by the following provision: "Any choice of law provision shall not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by the provisions of Article 33 of the New York State General Business Law."

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISING, LLC FRANCHISE AGREEMENT AND DEVELOPMENT RIGHTS AGREEMENT FOR THE STATE OF NEW YORK

Notwithstanding anything contained in the foregoing Franchise Agreement or the Development Rights Agreement to the contrary, the following provisions shall apply to any franchise or franchisee located in the State of New York, which shall control to the extent of any inconsistency with any such agreement:

1. The franchisee may terminate either agreement on any grounds available by applicable law.

2. Concerning any assignment of the rights of the Franchisor hereunder, no assignment will be made except to an assignee who in good faith and judgment of the franchisor is willing and financially able to assume the franchisor's obligations under the agreement.

3. Any choice of law provision shall not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by the provisions of Article 33 of the New York State General Business Law.

4. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the New York State Franchise Act and applicable regulations are met independently without reference to this Addendum.

5. Any terms not defined in this Addendum will have the respective meanings assigned to them in the Franchise Agreement and Development Agreement, as applicable.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum effective as of _____, _____, 20__.

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____
Title: _____

FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

_____
[Name]
By: _____
Title: _____

(IF INDIVIDUALS)

_____
[Signature]

_____
[Print Name]

[Signature]

[Print Name]

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND DEVELOPMENT AGREEMENT FOR THE STATE OF NORTH DAKOTA

Notwithstanding anything contained in the foregoing Franchise Agreement, Development Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the North Dakota Franchise Investment Law shall apply to any franchise or franchisee located in the State of North Dakota, which shall control to the extent of any inconsistency:

Item 17 of the FDD and Section 12 and 16.E of the Franchise Agreement.

The covenant not to compete found in the Franchise Agreement is generally considered unenforceable to the extent that the covenant conflicts with North Dakota law.

Item 17 of the FDD and Section 18.H of the Franchise Agreement and Section IX.B of the Development Agreement.

The provision of the Franchise Agreement and Development Agreement requiring consent to the jurisdiction of courts outside of North Dakota is unenforceable to the extent that the provision conflicts with North Dakota law.

Item 17 of the FDD and Section 18.G of the Franchise Agreement and Section IX.B of the Development Agreement.

The provision of the Franchise Agreement and Development Agreement requiring that the Franchise Agreement is to be governed by the laws of a state other than North Dakota is unenforceable to the extent the provision conflicts with North Dakota law.

Section 18.K of the Franchise Agreement and IX.I of the Development Agreement.

The provision of the Franchise Agreement and Development Agreement requiring Franchisee to consent to the waiver of jury trial is unenforceable to the extent the provision conflicts with North Dakota law.

Sections 18.F and I of the Franchise Agreement and Sections VIII.A and IX.D of the Development Agreement.

The provision of the Franchise Agreement and Development Agreement requiring Franchisee to consent to a waiver of exemplary and punitive damages is unenforceable to the extent the provision conflicts with North Dakota law.

Item 17 of the FDD and Sections 14.C of the Franchise Agreement.

The provisions of the Franchise Agreement requiring that the franchisee sign a release upon the renewal of the Franchise Agreement are unenforceable to the extent that it conflicts with North Dakota law.

Section 18.M of the Franchise Agreement.

The provision of the Franchise Agreement that requires the franchisee consent to the limitation of claims is unenforceable to the extent the provision conflicts with North Dakota law.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law and applicable regulations are met independently without reference to this Addendum.

Any terms not defined in this Addendum will have the respective meanings assigned to them in the Franchise Agreement and Development Agreement.

All other terms and provisions contained in the Franchise Agreement, Development Agreement and FDD shall remain in full force and effect, except to the extent specifically modified herein.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum effective as of _____, _____, 20__

.

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____
Title: _____

_____,
FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

_____
[Name]

By: _____
Title: _____

(IF INDIVIDUALS)

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF SOUTH DAKOTA

Notwithstanding anything contained in the foregoing Franchise Agreement, Development Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions shall apply to any franchise or franchisee located in the State of South Dakota, which shall control to the extent of any inconsistency.

1. **Item 5.** The South Dakota Department of Labor and Regulation has imposed financial assurances based on our financial condition. For this reason, we have provided the Department with a Surety Bond.

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT FOR THE COMMONWEALTH OF VIRGINIA

Notwithstanding anything contained in the foregoing Franchise Agreement, Development Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the Virginia Retail Franchising Act shall apply to any franchise or franchisee located in the State of Virginia, which shall control to the extent of any inconsistency:

Item 17: The following is added to Item 17.h. of the FDD, and corresponding provisions in the Franchise Agreement:

Pursuant to 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 grounds for default or termination stated in the Franchise Agreement does 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.

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT FOR THE COMMONWEALTH OF VIRGINIA

This Addendum pertains to franchises located in the Commonwealth of Virginia and is for the purpose of complying with Virginia statutes and regulations. Notwithstanding anything which may be contained in the body of either the Franchise Agreement or the Development Agreement (if applicable) to the contrary, the Franchise Agreement and Development Agreement are hereby amended as follows:

1. Pursuant to 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 grounds for default or termination stated in the Franchise Agreement does 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.

2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchise Act and any applicable regulations are met independently without reference to this Addendum.

3. Any terms not defined in this Addendum will have the respective meanings assigned to them in the Franchise Agreement and Development Agreement.

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____

Name: _____

Title: _____

_____,
FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:)

By: _____

Name: _____

Title: _____

(IF INDIVIDUALS:)

_____

Name: _____

_____

Name: _____

_____

Name: _____

ADDENDUM TO THE COMPLETE NUTRITION FRANCHISING, LLC FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON

The Sections in this Franchise Agreement that relate to non-renewal and termination are only applicable to the extent they are not inconsistent with the Washington Franchise Investment Protection Act and related case law. In the event of an inconsistency, the Washington Franchise Investment Protection Act and related case law will control.

If any of the provisions in this Disclosure Document or the Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Washington Franchise Investment Protection Act will prevail over the inconsistent provisions of this Disclosure Document and the Franchise Agreement with regard to any franchises sold in the State of Washington.

A release or waiver of rights executed by you will 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 you are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Washington Franchise Investment Protection Act, such as the right to jury trial, may not be enforceable.

The Washington Department of Financial Institutions has imposed financial assurances based on our financial condition. For this reason, we have provided the Washington Department of Financial Institutions Securities Division with a Surety Bond in the amount of $100,000.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act will prevail.

Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

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.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act and applicable regulations are met independently without reference to this Addendum.

Any terms not defined in this Addendum will have the respective meanings assigned to them in the Franchise Agreement and Development Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum effective as of _____, _____, 20___.

[SIGNATURE PAGE TO FOLLOW]

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company

By: _____
Title: _____

_____,
FRANCHISEE

(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

_____
[Name]

By: _____
Title: _____

(IF INDIVIDUALS)

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

EXHIBIT F

List of Franchisees and Company Owned Stores
(As of April 19, 2017)

List of Outlets Operated by our Affiliates

ADDRESS	TELEPHONE
IOWA	
20 Power Drive, Suite 5 Council Bluffs, IA 51501	(712) 322-1039
NEBRASKA	
16950 Wright Plaza, Space 105 Omaha, NE 68130	(402) 884-7664
1110 S 71st Street, Tenant E Omaha, NE 68106	(402) 991-6433
15805 West Maple Road, Suite 104 Omaha, NE 68116	(402) 916-9947
7809 Towne Center Prky, Suite 103 Papillion, NE 68046	(402) 885-8800

List of Outlets Operated by our Franchisees

AFFILIATE NAME	ADDRESS	TELEPHONE
ALABAMA		
10 Thousand Percent Co.	8135 Highway 72 West, Ste B Madison, AL 35758	(256) 830-6685
10 Thousand Percent Co.	2644 Enterprise Drive Opelika, AL 36801	(334) 745-4404
ARKANSAS		
JP Nutri, LLC	745 E Joyce Blvd, Space 110 Fayetteville, AR 72703	(479) 301-2266
M6 Nutrition, LLC	7110 Rogers Ave., Ste E or Space 101 Fort Smith, AR 72903	(479) 452-4444
M6 Nutrition, LLC	4204 W. Green Acres Road, Ste 102A Rogers, AR 72758	(479) 633-8787
CALIFORNIA		
PAS Nutrition, LLC	913 Dana Dr., Ste. 3B Redding, CA 96003	(530) 605-3877
COLORADO		
LSJ, LLC	15735 E Arapahoe Road, Ste 3 Centennial, CO 80016	(303) 862-3580
A.C.T. Nutrition, LLC	6044-100 Stetson Hills, Blvd. Colorado Springs, CO 80923	(719) 368-7470
A.C.T. Nutrition, LLC	1645 Briargate Pkwy., Ste 231 Colorado Springs, CO 80920	(719) 344-2703
GJC Nutrition, LLC	2502 Highway 6 & 50, Ste 400 Grand Junction, CO 81505	(970) 245-1144

AFFILIATE NAME	ADDRESS	TELEPHONE
10 Thousand Percent Co.	3645 S. College Ave. #5 Fort Collins, CO 80525	(970) 689-3180
FLORIDA		
Vivify, Inc.	1860 NE Pine Island Road, Ste 215 Cape Coral, FL 33909	(239) 573-0594
Nutrition Castle, LLC	9704 Clint Moore Blvd, Unit A110 Boca Raton, FL 33496	(561) 717-7075
VeyZ, Inc.	11925 Beach Blvd., Unit 202 Jacksonville, FL 32246	(904) 379-1300
JDC Nutrition, LLC	81 N Cattlemen Road Sarasota, FL 34243	(941) 360-1719
Baxter Nutrition, LLC	1494 Apallachee Pkwy, Ste. 11 Tallahasse, FL 32301	(850) 270-9257
GEORGIA		
Healey Nutrition, LLC	5530 Winward Pkwy, Ste 320 Alpharetta, GA 30004	(770) 754-0959
10 Thousand Percent Co.	5450 Whittlesey Blvd Ste. 4 Columbus, GA 31909	(541) 286-4022
IDAHO		
Idaho Falls Nutrition, LLC	2011 S 25th East Ammon, ID 83406	(208) 881-5142
10 Thousand Percent Co.	2847 N Eagle Rd, Ste 100 Meridian, ID 83646	(208) 514-2545
Twin Falls Nutrition, Inc.	1239 Pole Line Road East, Suite 310B Twin Falls, ID 83301	(208) 595-1646
ILLINOIS		
LARIL Nutrition, LLC	101 N. Veterans Pkwy., Suite 501 Bloomington, IL 61704	
LARIL Nutrition, LLC	2000 N Neil St., Ste 106 Champaign, IL 61820	(217) 355-1447
LARIL Nutrition, LLC	4203 N Sterling Ave Peoria, IL 61615	(309) 681-9507
CN Rockford, LLC	645 Highgrove Place Rockford, IL 61108	(815) 397-4975
LARIL Nutrition, LLC	2833 S. Veterans Pkwy, Suite B07 Springfield, IL 62704	(217) 726-5599
INDIANA		
10 Thousand Percent Co.	4110 W Jefferson Blvd., Ste D2 Fort Wayne, IN 46804	(260) 387-7670
10 Thousand Percent Co.	100 S Creasy Lane, Ste 1220 Lafayette, IN 47901	(765) 448-1003
10 Thousand Percent Co.	5347 Main St. Mishawaka, IN 46545	
10 Thousand Percent Co.	3367 US Highway 41 South Terre Haute, IN 47802	(812) 917-5292
IOWA		
The O'Brien Group, LLC	4518 Mortensen, Ste 108 Ames, IA 50014	(515) 292-0042
The O'Brien Group, LLC	2010 SE Delaware, #226 Ankeny, IA 50021	(515) 965-0195

AFFILIATE NAME	ADDRESS	TELEPHONE
M6 Nutrition, LLC	4701 1st Ave SE Cedar Rapids, IA 52402	(319) 550-8499
M6 Nutrition, LLC	6406 University Ave., Ste B Cedar Falls, IA 50613	(319) 575-0750
M6 Nutrition, LLC	2451 2nd Street, Unit 2 Coralville, IA 52241	(319) 351-1712
T&N Nutrition, Inc.	320 West Kimberly Rd. Davenport, IA 52806	(563) 514-8922
J-1 Nutrition, LLC	4199 4th Street SW, Ste. 3 Mason City, IA 50401	(641) 201-1000
M6 Nutrition, LLC	5004 Seargent Road Sioux City, IA 51106	(712) 276-7348
The O'Brien Group, LLC	640 S 50th St. Ste 2170 West Des Moines, IA 50625	(515) 440-0455
The O'Brien Group, LLC	3850 Merle Hay Road Unit 509 Des Moines, IA 51310	(515) 777-1086
KANSAS		
MO Nutrition, Inc.	2312 E Kansas Ave, Ste. A Garden City, KS 67846	(620) 805-6010
JP Nutri, Inc.	2040 W 31st Street, Suite E Lawrence, KS 66046	(785) 856-3535
CAC Nutrition, LLC	323 Southwind Road Manhattan, KS 66502	(785) 320-6043
10 Thousand Percent Co.	7104 W 135th St. Overland Park, KS 66223	(913) 685-0004
Fangmeier Ventures, LLC	2629 Marketplace, Suite A Salina, KS 67401	(785) 404-3215
10 Thousand Percent Co.	2121 SW Wanamaker Road, Suite 107 Topeka, KS 66614	(785) 783-3952
10 Thousand Percent Co.	7700 E Kellogg, Ste J02C Wichita, KS 67207	(316) 558-8700
10 Thousand Percent Co.	2441 North Maize Rd, Ste 2505 Wichita, KS 672	(316) 440-2939
KENTUCKY		
RX Nutrition, LLC	2530 Scottsville Rd, Suite 110 Bowling Green, KY 42104	(207) 904-2229
LOUISIANA		
CWK Nutrition, LLC	2207 Kaliste Saloom Rd., Ste A Lafayette, LA 70508	(337) 456-9999
MARYLAND		
Matrix Nutrition Frederick, LLC	2480-B Osprey Way Frederick, MD 21701	(301) 694-3332 (269) 381-9488
Yotta, LLC	10045 Baltimore National Pike Unit A-8 Ellicott City, MD 21024	
MICHIGAN		
SR Nutrition, Inc.	2949 Preyde Blvd. Lansing, MI 48912	(517) 574-5595
SR Nutrition, Inc.	5964 S Wesnedge Avenue Portage, MI 49024	(269) 381-9488
MINNESOTA		

AFFILIATE NAME	ADDRESS	TELEPHONE
ND Management, LLC	1405 Miller Trunk Hwy, Ste 200 Duluth, MN 55811	(218) 722-1817
M6 Nutrition, LLC	121 Sioux Rd., Suite 101 Mankato, MN 56001	(507) 345-7989
MMAJ Nutrition, LLC	4713 County Road 101, Store # 3 Minnetonka, MN 55345	
M6 Nutrition, LLC	3780 Marketplace Dr. NW, Suite 104 Rochester, MN 55901	(507) 226-8070
M6 Nutrition, LLC	4101 W Division Street, E24A St. Cloud, MN 56301	(320) 281-5500
CuAu, LLC	8144 Coller Way, Suite 300 Woodbury, MN 55125	
MISSOURI		
10 Thousand Percent Co.	2300 Bernadette Dr., #602 Columbia, MO 65203	(573) 446-4500
10 Thousand Percent Co.	9300 NE 83rd Kansas City, MO 64158	(816) 222-4016
10 Thousand Percent Co.	910A NW Blue Parkway Lee's Summit, MO 64086	(816) 525-2022
MONTANA		
M6 Nutrition, LLC	2695 King Avenue West Billings, MT 59102	(406) 655-3317
M6 Nutrition, LLC	1531 W Main St Ste 103 Bozeman, MT 59715	(406) 577-2717
NEBRASKA		
Florell Nutrition, Inc.	1115 Allen Drive, Suite C Grand Island, NE 68803	(308) 382-8663
JEFS Nutrition LLC	4116 2nd Ave Kearney, NE 68847	(308) 338-1348
10 Thousand Percent Co.	145 Gateway Mall Lincoln, NE 68505	(402) 420-7546
10 Thousand Percent Co.	2801 Pine Lake Road, Ste C Lincoln, NE 68516	(402) 423-4230
NFK Nutrition, LLC	710 S 13th Street, Suite 600 Norfolk, NE 68701	(402) 316-3373
NEVADA		
10 Thousand Percent Co.	6637 S Virginia Street, Ste C Reno, NV 89511	(775) 284-0870
Harvester Nutrition, LLC	7445 S. Durango Drive, Suite 101 Las Vegas, NV 89113	
NORTH CAROLINA		
M6 Nutrition, LLC	3 South Tunnel Road, Space K-02 Asheville, NC 28805	(828) 299-4321
M6 Nutrition, LLC	280 Meeting St. Ste. 104 Cary, NC 27518	(919) 859-7103
Diebert Enterprises, Inc.	5110 Park Road, Unit 1-A Charlotte, NC 28209	
10 Thousand Percent Co.	1928 Skibo Road, Suite 116 Fayetteville, NC 28314	
10 Thousand Percent Co.	3352 W Friendly Ave, Ste 128 Greensboro, NC 27410	(336) 315-9570

AFFILIATE NAME	ADDRESS	TELEPHONE
10 Thousand Percent Co.	311 S. College Rd, Ste. 110 Wilmington, NC 28403	(910) 399-5489
NORTH DAKOTA		
ND Management, LLC	2306 Clydesdale Drive #A Bismarck, ND 58503	(701) 751-4489
Wii Fit, LLC	3275 West Ridge Drive, Ste. B Dickinson, ND 58601	(701) 483-6464
M6 Nutrition, LLC	4302 13th Ave South Fargo, ND 58103	(701) 356-4348
ND Management, LLC	3221 32nd Avenue South, Ste 500 Grand Forks, ND 58201	(701) 757-4348
ND Management, LLC	3808 S. Broadway Ave., Ste A Minot, ND 58701	(701) 838-1275
ND Management, LLC	424 32nd Ave W, Suite 6 Williston, ND 58801	(701) 609-5511
OKLAHOMA		
10 Thousand Percent Co.	9045 N 121 E Ave. Ste 400 Owasso, OK 74055	(918) 376-4950
10 Thousand Percent Co.	7103 S Memorial Drive Tulsa, OK 74133	(918) 806-2005
OREGON		
10 Thousand Percent Co.	3188 N. Hwy 97, Suite 105 Bend, OR 97701	(541) 706-9292
10 Thousand Percent Co.	1705 A NW 9th Street Corvallis, OR 97330	(541) 286-4022
10 Thousand Percent Co.	440 Coburg Road, Ste 106 Eugene, OR 97401	(541) 653-9443
10 Thousand Percent Co.	1132 Biddle Road Medford, OR 97504	(541) 973-2118
SOUTH CAROLINA		
JP III Nutrition, LLC	3300 N Main Street, Suite F Anderson, SC 29621	(864) 367-0873
McTrition I, LLC	2000 Sam Rittenberg Blvd, Ste 120 Charleston, SC 29407	(843) 556-0600
JP III Nutrition, LLC	4 Market Point Drive, Ste D Greenville, SC 29607	(864) 289-9868
McTrition II, LLC	1748 Towne Centre Way, Ste 101 Mt. Pleasant, SC 29464	(843) 856-0888
JP III Nutrition, LLC	117 E Blackstock Road, Ste C Spartanburg, SC 29301	(864) 699-9600
SOUTH DAKOTA		
M6 Nutrition, LLC	325 Omaha Street, Ste 9 Rapid City, SD 57701	(605) 716-9348
M6 Nutrition, LLC	5019 S Western Ave, Ste 195 Sioux Falls, SD 57108	(605) 274-7348
TENNESSEE		
J. Howell, LLC	232 Hamilton Crossing Drive Alcoa, TN 37701	(865) 233-7525
M6 Nutrition, LLC	577 N Thomas Lane, Suite F Murfreesboro, TN 37129	(615) 410-3499
TEXAS		
10 Thousand Percent Co.	3655 Catclaw Drive Abilene, TX 79606	(325) 690-6166

AFFILIATE NAME	ADDRESS	TELEPHONE
10 Thousand Percent Co.	3350 S Soncy Rd, Unit 180 Amarillo, TX 79121	(806) 322-4348
M6 Nutrition, LLC	500 Canyon Ridge Drive, Ste B-150 Austin, TX 78753	(512) 821-9120
10 Thousand Percent Co.	2503 S. Gregg St, Ste. F Big Spring, TX 79720	(432) 606-5070
10 Thousand Percent Co.	4345 N Expressway 77/83, Ste D-200 Brownsville, TX 78520	(956) 350-2552
M6 Nutrition, LLC	1400 E Whitestone Blvd, Ste 200 Cedar Park, TX 78613	(512) 260-7511
M6 Nutrition, LLC	1404 Texas Ave S College Station, TX 77840	(979) 703-7987
10 Thousand Percent Co.	5601 South Padre Island Drive Suite B Corpus Christi, TX 78412	(361) 986-1115
A.C.T. Nutrition, LLC	8889 Gateway West Blvd., Ste 510 El Paso, TX 79925	(915) 261-7023
A.C.T. Nutrition, LLC	1831 Zaragosa, Ste 104 El Paso, TX 79936	(915) 261-7023
10 Thousand Percent Co.	2600 Trimmier Road Ste 500 Killeen, TX 76542	(254) 245-8400
10 Thousand Percent Co.	2517 Bob Bullock Loop Ste 13 Laredo, TX 78045	(957) 753-3998
10 Thousand Percent Co.	4210 82nd St, Unit 218 Lubbock, TX 79423	(806) 785-4348
10 Thousand Percent Co.	2002 South First Street, Ste 100 Lufkin, TX 75901	(936) 238-3860
10 Thousand Percent Co.	4000 N 10th Street, Suite 20 McAllen, TX 78504	(956) 627-5014
10 Thousand Percent Co.	3322 North Loop 250 West Suite 200 Midland, TX 79707	(432) 699-1119
10 Thousand Percent Co.	4921 E 42nd Space 200 Odessa, TX 79762	(432) 366-0866
10 Thousand Percent Co.	4467 Sunset Drive San Angelo, TX 76901	(325) 949-2100
10 Thousand Percent Co.	8603 State Highway 151, Suite 210 San Antonio, TX 78245	(210) 276-0812
10 Thousand Percent Co.	1321 N TX-1604 Loop E, Suite 103 San Antonio, TX 78232	(210) 494-1500
M6 Nutrition, LLC	3941 S IH-35, Ste 102 San Marcos, TX 78666	(512) 392-6208
10 Thousand Percent Co.	14791 IH35 North, Suite 107 Selma, TX 78154	(210) 314-7664
M6 Nutrition, LLC	5767 S Broadway Tyler, TX 75703	(903) 581-8800
10 Thousand Percent Co.	7905 N Navarro St Ste 215 Victoria, TX 77904	(361) 694-6315
10 Thousand Percent Co.	3201 Lawrence Road Ste 538 Wichita Falls, TX 76308	(940) 613-0089
UTAH		

AFFILIATE NAME	ADDRESS	TELEPHONE
M.G. Nutrition, LLC	51 N W State Road, Suite 102 American Fork, UT 84003	(801) 642-0642
M.G. Nutrition, LLC	530 West 500 South Suite C Bountiful, UT 84010	
MB4 Nutrition, LLC	1474 N. Main Logan, UT 84341	(435) 753-0483
M.G. Nutrition, LLC	10481 South State Street Sandy, UT 84070	(801) 617-1090
M.G. Nutrition, LLC	15 River Road South, Ste 320 St. George, UT 84790	(435) 628-4775
M.G. Nutrition, LLC	10497 S Redwood Rd., Ste E-4 South Jordan, UT 84095	(801) 858-2037
M.G. Nutrition, Inc.	6935 South Park Centre Dr. Salt Lake City, UT 84121	(801) 676-0040
VIRGINIA		
Matrix Nutrition LLC	2156 Barracks Road Space N-018 Charlottesville, VA 22903-4810	(434) 202-7653
Matrix Nutrition, LLC	1261 Carl D. Silver Parkway, Suite 106 Fredericksburg, VA 22401	(540) 548-1700
S&C Nutrition	4010 Wards Rd, Ste D (Space 5) Lynchburg, VA 24502	(434) 237-1424
Nutrition Concepts, LLC	340 Oyster Point Road Ste 102 Newport News, VA 23602	(575) 882-8766
VA Nutrition, Inc.	4802 Valley View Blvd NW, Suite UE245 Roanoke, VA 24012	(540) 904-5802
WASHINGTON		
10 Thousand Percent Co.	2584 Queensgate Drive, Ste G Richland, WA 99354	(509) 572-2302
#FitFam, LLC	7925 South Hosmer Street, #B Tacoma, WA 98408	
WISCONSIN		
M6 Nutrition LLC	4631 Keystone Crossing Eau Claire, WI 54701	(715) 514-4400
ND Management, LLC	123 Mall Drive Grand Chute, WI 54913	(920) 882-8008
LAR Nutrition, LLC	2476 S Oneida Street, Suite 120 Green Bay, WI 54304	(920) 884-8100
ND Management, LLC	517 S Gammon Road Madison, WI 53719	(608) 833-6060
M6 Nutrition LLC	9432 State Highway 16, Suite 160D Onlaska, WI 54650	(608) 781-1049
WYOMING		
M6 Nutrition LLC	5040 East 2nd St., Ste 1 Casper, WY 82609	(307) 337-4013
JAS Nutrition, Inc.	1650 Dell Range Blvd, Suite B Cheyenne, WY 82009	(307) 638-8965
RSJ Nutrition, LLC	1215 S Douglas St, Ste. B Gillette, WY 82718	(307) 363-4860

Franchisees that Left the System

(The list of franchisees which have been terminated, cancelled, transferred not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the Application Date.) If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

NAME	LOCATION	TELEPHONE
M&R Nutrition-Port Orange, LLC	5527 S Williamson Blvd, Ste 810 Port Orange, FL 32128	(386) 256-3855
10 Thousand Percent Co.	3411 SW Archer Road Ste. A Gainesville, FL 34608	(352) 226-8881
Enslow/Wagner LLC	118 Alps Rd Athens, GA 30606	(706) 549-2803
CTSR, Inc.	150 Hutton Ranch Rd., Ste 102 Kalispell, MT 59901	(406) 393-2107
Bulldog Group, LLC	3102 E 7th Street, Suite 100 Joplin, MO 64801	(417) 782-2588
ZSS Nutrition, LLC	3025 S Main Street Ste. D Joplin, MO 64801	(417) 208-5191
10 Thousand Percent Co.	8458 NW Prairie View Kansas City, MO 64153	(816) 587-8433
J. Howell, LLC	11027 Parkside Drive Knoxville, TN 37934	(865) 288-4110
M6 Nutrition, LLC	3601 West William Cannon Drive, Suite 300 Austin, TX 78749	(512) 891-9983
10 Thousand Percent Co.	3032 S 31st Street Temple, TX 76502	(254) 231-3272
10 Thousand Percent Co.	4514 Franklin Ave., Suite 2B Waco, TX 76710	(254) 732-5890
IAMTHTM, LLC	309 Valley Mall Parkway East Wenatchee, WA 98802	(509) 470-7998
10 Thousand Percent Co.	15106 E Indiana Avenue Spokane, WA 99216	(509) 891-2293
LIENAD LLC	25 East Towne Mall, Space #E-524 Madison, WI 53704	(608) 240-9348

EXHIBIT G
Financial Statements

Complete Nutrition Franchising, LLC (A Wholly Owned Subsidiary of Complete Nutrition Franchise Holdings, LLC)

Financial Statements and Independent Auditors' Report

December 31, 2016

Complete Nutrition Franchising, LLC
(A Wholly Owned Subsidiary of Complete Nutrition Franchise Holdings, LLC)

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INDEPENDENT AUDITORS' REPORT

Board of Directors and Member
Complete Nutrition Franchising, LLC
Omaha, Nebraska

Report on the Financial Statements
We have audited the accompanying financial statements of Complete Nutrition Franchising, LLC, a Nebraska limited liability company and wholly owned subsidiary of Complete Nutrition Franchise Holdings, LLC, which comprise the balance sheet as of December 31, 2016, and the related statements of income and member's deficit and cash flows for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Complete Nutrition Franchising, LLC as of December 31, 2016, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Lutz & Company, P.C.

March 27, 2017

Complete Nutrition Franchising, LLC

(A Wholly Owned Subsidiary of Complete Nutrition Franchise Holdings, LLC)

Balance Sheet

December 31, 2016

ASSETS		
CURRENT ASSETS		
Receivables		
Trade Accounts	$	482,648
Affiliate (Note 2)		7,738,950
Prepaid Expenses and Other Assets		374,778
Total Current Assets		8,596,376
PROPERTY AND EQUIPMENT		
Computer Software and Equipment		721,510
Office Furniture and Equipment		9,501
Projects in Progress		402,190
Total Cost		1,133,201
Less Accumulated Depreciation		189,893
Net Book Value		943,308
TOTAL ASSETS	**$**	**9,539,684**
LIABILITIES		
CURRENT LIABILITIES		
Payables		
Trade Accounts	$	45,381
Affiliate (Note 2)		9,646,241
Accrued Expenses		160,177
Total Current Liabilities		9,851,799
COMMITMENTS AND CONTINGENCIES (Note 3)		
MEMBER'S DEFICIT		
MEMBER'S DEFICIT		(312,115)
TOTAL LIABILITIES AND MEMBER'S DEFICIT	**$**	**9,539,684**

See Notes to Financial Statements.

Complete Nutrition Franchising, LLC

(A Wholly Owned Subsidiary of Complete Nutrition Franchise Holdings, LLC)

Statement of Income and Member's Deficit

Year Ended December 31, 2016

REVENUES (Note 2)	$	5,306,715
OPERATING EXPENSES (Note 2)		5,189,578
Income from Operations		117,137
OTHER INCOME AND EXPENSE		
Other Income		20,600
NET INCOME		137,737
Member's Deficit, Beginning of Year		(449,852)
Member's Deficit, End of Year	**$**	**(312,115)**

See Notes to Financial Statements.

Complete Nutrition Franchising, LLC

(A Wholly Owned Subsidiary of Complete Nutrition Franchise Holdings, LLC)

Statement of Cash Flows

Year Ended December 31, 2016

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$	137,737
Adjustments to Reconcile Net Income to		
Net Cash Provided by Operating Activities		
Depreciation		177,953
Decrease in Termination Fee		(80,000)
Changes in Current Assets and Current Liabilities		
Increase in Trade Accounts Receivable		(118,089)
Increase in Affiliate Receivable		(3,101,274)
Increase in Prepaid Expenses and Other Assets		(149,058)
Increase in Trade Accounts Payable		35,635
Increase in Affiliate Payable		4,195,803
Increase in Accrued Expenses		28,872
Decrease in Deferred Revenue		(469,900)
Net Cash Provided by Operating Activities		657,679
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment		(657,679)
Net Change in Cash		-
Cash, Beginning of Year		-
Cash, End of Year	**$**	**-**

See Notes to Financial Statements.

1. Summary of Significant Accounting Policies

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements is set forth below.

Organization and Nature of Business

Complete Nutrition Franchising, LLC (the "Company') primarily supports franchise operations and receives royalty and franchise fees from franchisees selling nutritional products in Complete Nutrition retail stores.

The following is a summary of franchisees at December 31, 2016:

	Company Operated	Franchisees	Total
Open, December 31, 2015	5	147	152
Openings	-	11	11
Closing	-	(8)	(8)
Open, December 31, 2016	5	150	155

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Receivables

The Company considers its receivables to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

Concentration of Credit Risk

The Company has several types of financial instruments subject to credit risk. The Company maintains bank accounts in which balances sometimes exceed the Federal Deposit Insurance Corporation (FDIC) limit of $250,000.

The Company's receivables are also subject the Company to credit risk.

Franchise Operations

The Company records initial franchise fees revenue when the Company has substantially completed its initial service obligations relating to the franchise sale.

Continuing franchise royalties are based upon each franchisee's gross sales ranging from 8% to 9%. These fees are recognized as revenue in the period sales are earned by the franchisee.

Property and Equipment

Property and equipment are stated at cost. Expenditures for additions and betterments are capitalized; expenditures for maintenance and repairs are expensed as incurred. The costs of assets disposed and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Gains or losses from property disposals are recognized in the year of disposal.

Costs incurred on computer software having the characteristics of internal-use software are classified as preliminary project stage, application development stage or the post-implementation/operation stage costs. Expenditures for the application stage are capitalized; expenditures for preliminary project and post implementation/operation stages are charge to operations as incurred.

Depreciation is computed using the straight-line method over the following estimated useful lives:

	Years
Computer Software and Equipment	3
Leasehold Improvements	5
Office Furniture and Equipment	3-5

Projects in progress are recorded at cost and no depreciation is recorded until the assets are placed in service.

Advertising and Promotion

Advertising and promotion costs are expensed as incurred. Advertising and promotion expense totaled $1,229,981 for the year ended December 31, 2016.

Income Taxes

The Company is a single-member limited liability company and treated as a disregarded entity under the Internal Revenue Code. Accordingly, the Company's activity is included on the income tax return of Complete Nutrition Franchise Holdings, LLC (the Parent), and taxable income, deductions and credits flow through to the members of its Parent each year as earned and are reported on their personal income tax returns. Therefore, no provision or liability for income taxes has been included in the financial statements of the Company.

The Company follows the provisions of FASB Codification Topic 740-10 related to uncertain income tax positions. Management believes there are no uncertain income tax positions taken which would require the Company to reflect a liability for unrecognized tax benefits on the accompanying balance sheet.

The Company generally makes tax related distributions to its Parent in amounts sufficient to cover any income taxes the stockholders of the Parent are required to pay on the Company's taxable income.

The Company believes it is no longer subject to federal, state and local income tax examinations for tax years prior to 2013.

Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date, but before the financial statements are available to be issued and may require potential recognition or disclosure in the financial statements. Management has considered such events or transactions through March 27, 2017, noting no items requiring disclosure.

2. Related Party Transactions

The Company is charged an expense allocation by Complete Nutrition Franchise Holdings, LLC (the Parent) for management support expenses which totaled $579,208 for the year ended December 31, 2016, which is repaid by the Company by applying the balance to outstanding receivables due from Parent.

Complete Nutrition Corporate Stores, LLC
The Company charges continuing franchise royalty fees to Complete Nutrition Corporate Stores, LLC ("CNCS"), a limited liability company affiliated by common ownership. Revenues from CNCS totaled $178,852 for the year ended December 31, 2016.

CR Holdings, LLC
Trade accounts payable is paid on behalf of the Company by CRH Holdings, LLC ("CRH), affiliated by common ownership. The Company reimburses CRH through relief of outstanding receivables due from CRH, if any, or the Company will assume CRH's payables due to other affiliates.

Complete Nutrition IP, LLC
The Company is assessed fees from Complete Nutrition IP, LLC ("CNIP"), a limited liability company affiliated by common ownership, for the use of intellectual property of certain nutritional products. Expenses charged by CNIP totaled $43,421 for the year ended December 31, 2016, and were applied to outstanding receivables balances due from CNIP. The receivable balance due from CNIP primarily relates to CNIP's start-up expenses or funding assistance with capital expenditures.

R2 Distribution, LLC
The Company receives deposits from customers of R2 Distribution, LLC ("R2"), a limited liability company affiliated by common ownership. These customer deposits generate a corresponding affiliate payable to R2 until they are remitted and are not reflected in the accompanying statements of income. In addition, the Company occasionally incurs expense allocations and cash advances from R2.

CN Online, LLC
The Company charged fees to CN Online, LLC, a limited liability company affiliated by common ownership, for royalty fees and online attribution fees to subsidize franchisees for online sales incurred in their region. Revenues from CN Online, LLC totaled $358,055 for the year ended December 31, 2016.

Affiliate receivables and payables are summarized below:

Affiliate Receivables	
Complete Nutrition Franchise Holdings, LLC	$ 6,492,252
Complete Nutrition Corporate Stores, LLC	76,465
CN Online, LLC	1,170,233
Total Affiliate Receivables	$ 7,738,950
Affiliate Payables	
Complete Nutrition IP, LLC	$ 26,595
CR Holdings, LLC	8,053,143
R2 Distribution, LLC	1,566,503
Total Affiliate Payables	$ 9,646,241

3. Commitments and Contingencies

Lease Obligations
The Company has entered into a month-to-month lease for its primary office space from its Parent. Rent expense allocations are made to the Company through the Parent's management support fees (see Note 2).

Legal Proceedings
The Company is party to legal proceedings arising in the ordinary course of its business. In the opinion of management and its legal counsel, disposition of these matters will not materially affect the Company's financial position or results of operations.

4. Retirement Plans

The Company maintains a 401(k) profit sharing plan, which covers substantially all employees upon completion of three months of service and attainment of 21 years of age. The Company's contribution to the Plan consists of a match of the participants' contributions up to a maximum of 3.5% of their annual wages. Additional profit sharing contributions may also be made at the Company's discretion. Company contributions for the year ended December 31, 2016 totaled approximately $53,000.

Lutz

Complete Nutrition Franchising, LLC
(A Wholly Owned Subsidiary of Complete Nutrition Franchise Holdings, LLC)

Financial Statements and
Independent Auditors' Report

December 31, 2015 and 2014

Complete Nutrition Franchising, LLC
(A Wholly Owned Subsidiary of Complete Nutrition Franchise Holdings, LLC)

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INDEPENDENT AUDITORS' REPORT

Board of Directors and Member
Complete Nutrition Franchising, LLC
Omaha, Nebraska

Report on the Financial Statements
We have audited the accompanying financial statements of Complete Nutrition Franchising, LLC, a Nebraska limited liability company and wholly owned subsidiary of Complete Nutrition Franchise Holdings, LLC, which comprise the balance sheets as of December 31, 2015 and 2014, and the related statements of income and member's deficit and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Complete Nutrition Franchising, LLC as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Lutz & Company, P.C.

April 1, 2016

Complete Nutrition Franchising, LLC
(A Wholly Owned Subsidiary of Complete Nutrition Franchise Holdings, LLC)

Balance Sheets

December 31, 2015 and 2014

ASSETS	Successor 2015	Precedessor 2014
CURRENT ASSETS		
Receivables		
Trade Accounts	$ 364,559	$ 355,465
Affiliate (Note 2)	4,637,676	740,423
Prepaid Expenses and Other Assets	225,720	21,209
Total Current Assets	5,227,955	1,117,097
PROPERTY AND EQUIPMENT		
Computer Software and Equipment	373,840	714,763
Leasehold Improvements	-	14,107
Office Furniture and Equipment	3,644	222,121
Projects in Progress	98,038	13,750
Total Cost	475,522	964,741
Less Accumulated Depreciation	11,940	551,695
Net Book Value	463,582	413,046
TOTAL ASSETS	**$ 5,691,537**	**$ 1,530,143**
LIABILITIES		
CURRENT LIABILITIES		
Payables		
Trade Accounts	$ 9,746	$ 68,302
Affiliate (Note 2)	5,450,438	1,636,773
Accrued Expenses	131,305	57,587
Deferred Revenue	469,900	474,650
Right-Sizing Accrual (Note 3)	-	327,425
Current Portion of Termination Fee (Note 4)	80,000	100,000
Total Current Liabilities	6,141,389	2,664,737
LONG-TERM LIABILITIES		
Termination Fee (Note 4)	-	80,000
Total Liabilities	6,141,389	2,744,737
COMMITMENTS AND CONTINGENCIES (Note 5)		
MEMBER'S DEFICIT		
MEMBER'S DEFICIT	(449,852)	(1,214,594)
TOTAL LIABILITIES AND MEMBER'S DEFICIT	**$ 5,691,537**	**$ 1,530,143**

See Notes to Financial Statements.

Complete Nutrition Franchising, LLC

(A Wholly Owned Subsidiary of Complete Nutrition Franchise Holdings, LLC)

Statements of Income and Member's Deficit

Years Ended December 31, 2015 and 2014

	2015		2014
	Successor	Predecessor	Predecessor
REVENUES (Note 2)	$ 289,711	$ 4,713,285	$ 5,749,828
OPERATING EXPENSES (Note 2)	181,659	3,991,201	5,482,073
Income from Operations	108,052	722,084	267,755
OTHER INCOME AND EXPENSE			
Interest Income	-	-	241
Other Income	1,584	29,940	84,708
Loss on Disposal of Property and Equipment	-	-	(217,560)
Total Other Income and Expense	1,584	29,940	(132,611)
NET INCOME	109,636	752,024	135,144
Member's Deficit, Beginning of Year	-	(1,214,594)	(1,349,738)
Purchase Accounting Adjustments, Net	(559,488)	-	-
Member's Deficit, End of Year	**$ (449,852)**	**$ (462,570)**	**$ (1,214,594)**

See Notes to Financial Statements.

Complete Nutrition Franchising, LLC
(A Wholly Owned Subsidiary of Complete Nutrition Franchise Holdings, LLC)

Statements of Cash Flows

Years Ended December 31, 2015 and 2014

	2015		2014
	Successor	Predecessor	Predecessor
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Income	$ 109,636	$ 752,024	$ 135,144
Adjustments to Reconcile Net Income to			
Net Cash Provided by Operating Activities			
Depreciation	11,940	210,849	281,006
Loss on Disposal of Property and Equipment	-	-	217,560
Decrease in Termination Fee	-	(100,000)	(140,000)
Changes in Current Assets and Current Liabilities			
Decrease (Increase) in Trade Accounts Receivable	(130,434)	121,340	505,227
Decrease (Increase) in Affiliate Receivable	(161,198)	(3,736,055)	221,552
Increase in Prepaid Expenses and Other Assets	(5,419)	(199,092)	(7,668)
Increase (Decrease) in Trade Accounts Payable	884	(59,440)	25,190
Increase in Affiliate Payable	195,148	3,618,517	722,322
Decrease in Other Trade Payable	-	-	(10,000)
Increase (Decrease) in Accrued Expenses	39,928	33,790	(103,104)
Increase (Decrease) in Deferred Revenue	9,900	(14,650)	(537,850)
Decrease in Right-Sizing Accrual	-	(327,425)	(1,172,575)
Net Cash Provided by Operating Activities	70,385	299,858	136,804
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of Property and Equipment	(70,385)	(299,858)	(173,814)
Net Decrease in Cash	-	-	(37,010)
Cash, Beginning of Year	-	-	37,010
Cash, End of Year	**$ -**	**$ -**	**$ -**
NONCASH INVESTING AND FINANCING ACTIVITIES			
Purchase Accounting - December 16, 2015			
Opening Balance Sheet			
Current Assets	$ 4,930,904	**$ -**	**$ -**
Property and Equipment	405,137	**-**	**-**
Current Liabilities	(5,895,529)	**-**	**-**
Total Fair Value	$ (559,488)	$ -	$ -

See Notes to Financial Statements.

1. Summary of Significant Accounting Policies

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements is set forth below.

Organization and Nature of Business

Complete Nutrition Franchising, LLC (the "Company') primarily supports franchise operations and receives royalty and franchise fees from franchisees selling nutritional products in Complete Nutrition retail stores.

The following is a summary of franchisees at December 31, 2015 and 2014:

	Company Operated	Franchisees	Total
Open, December 31, 2013	5	173	178
Openings	-	8	8
Closing	-	(30)	(30)
Open, December 31, 2014	5	151	156
Openings	-	7	7
Closing	-	(11)	(11)
Open, December 31, 2015	5	147	152

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Accounting

During December 2015, Dominus Health Holdings Purchaser, LLC purchased 70% of the equity interests of the Company's Parent, Complete Nutrition Franchising Holding, LLC. In connection with this business combination, the accounts of the Company have been adjusted to recognize push down impact of the fair value of the net assets acquired in accordance with Business Combinations Topic of the FASB Accounting Standards Codification. As a result, the Company's results of operations and cash flows for the period prior to the business combination are not comparable with those after the business combination and therefore have been presented separately as "Predecessor" and "Successor", respectively, in these financial statements.

Receivables

The Company considers its receivables to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

Concentration of Credit Risk

The Company has several types of financial instruments subject to credit risk. The Company maintains bank accounts in which the balances sometimes exceed federally insured limits. The Company's trade accounts also subject the Company to credit risk.

Franchise Operations

The Company records initial franchise fees as revenue when the Company has performed its service requirements, normally concurrent with the opening of a franchisee unit.

Continuing franchise royalties are determined as a percentage of franchisee sales. These fees are recognized as revenue in the period sales are earned by the franchisee.

Deferred revenue consists of development fees or initial franchise fees collected in advance that will be applied against a franchisees initial franchise fee once a new franchise location is opened.

Property and Equipment

Property and equipment are stated at cost. Expenditures for additions and betterments are capitalized; expenditures for maintenance and repairs are expensed as incurred. The costs of assets disposed and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Gains or losses from property disposals are recognized in the year of disposal.

Costs incurred on computer software having the characteristics of internal-use software are classified as preliminary project stage, application development stage or the post-implementation/operation stage costs. Expenditures for the application stage are capitalized; expenditures for preliminary project and post implementation/operation stages are charge to operations as incurred.

Depreciation is computed using the straight-line method over the following estimated useful lives:

	Years
Computer Software and Equipment	3
Leasehold Improvements	5
Office Furniture and Equipment	3-5

Projects in progress are recorded at cost and no depreciation is recorded until the assets are placed in service.

Advertising and Promotion

Advertising and promotion costs are expensed as incurred. Advertising expense totaled $762,799 and $1,144,362 for the years ended December 31, 2015 and 2014, respectively.

Income Taxes

The Company is a single-member limited liability company and treated as a disregarded entity under the Internal Revenue Code. Accordingly, the Company's activity is included on the income tax return of Complete Nutrition Franchise Holdings, LLC (the Parent), and taxable income, deductions and credits flow through to the members of its Parent each year as earned and are reported on their personal income tax returns. Therefore, no provision or liability for income taxes has been included in the financial statements of the Company.

The Company follows the provisions of FASB Codification Topic 740-10 related to uncertain income tax positions. Management believes there are no uncertain income tax positions taken which would require the Company to reflect a liability for unrecognized tax benefits on the accompanying balance sheets.

The Company generally makes tax related distributions to its Parent in amounts sufficient to cover any income taxes the stockholders of the Parent are required to pay on the Company's taxable income.

The Company believes it is no longer subject to federal, state and local income tax examinations for tax years prior to 2012.

Reclassifications

Certain reclassifications have been made to the 2014 financial statements to confirm to the 2015 presentation.

Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date but before the financial statements are available to be issued and may require potential recognition or disclosure in the financial statements. Management has considered such events or transactions through April 1, 2016, noting no items requiring disclosure.

2. Related Party Transactions

The Company is charged an expense allocation by Complete Nutrition Franchise Holdings, LLC (the Parent) for management support expenses which totaled $535,193 and $544,135 for the years ended December 31, 2015 and 2014, respectively, which is repaid by the Company by applying the balance to outstanding receivables due from Parent.

Complete Nutrition Corporate Stores, LLC
During the years ended December 31, 2015 and 2014, the Company charged continuing franchise royalty fees to Complete Nutrition Corporate Stores, LLC ("CNCS"), a limited liability company affiliated by common ownership. Revenues from CNCS were $135,302 and $148,407 for the years ended December 31, 2015 and 2014, respectively.

CR Holdings, LLC
During the years ended December 31, 2015 and 2014, trade accounts payable were paid on behalf of the Company by CRH Holdings, LLC ("CRH), affiliated by common ownership.

Complete Nutrition IP, LLC
During the years ended December 31, 2015 and 2014, the Company was assessed fees from Complete Nutrition IP, LLC ("CNIP"), a limited liability company affiliated by common ownership, for the use of intellectual property of certain nutritional products. Expenses charged by CNIP were $45,124 and $54,416 for the years ending December 31, 2015 and 2014, respectively, and were applied to outstanding receivables balances due from CNIP, which primarily related to accommodate CNIP's start-up expenses.

R2 Distribution, LLC
The Company receives deposits from customers of R2 Distribution, LLC ("R2"), a limited liability company affiliated by common ownership. These customer deposits generate a corresponding affiliate payable to R2 and are not reflected in the accompanying statements of income. In addition, the Company occasionally incurs expense allocations and cash advances from R2. Expense allocations relate to inventory purchases associated with the right-sizing accrual (see Note 3).

Hilltop Real Estate, LLC
The Company leases certain office space from Hilltop Real Estate, LLC ("Hilltop"), a limited liability company affiliated by common ownership (see Note 5). Expenses related to this lease were approximately $118,000 and $185,000 for the year ended December 31, 2015 and 2014, respectively. During 2015, this lease agreement was terminated and transferred to the Parent.

CN Online, LLC

During the years ended December 31, 2015 and 2014, the Company was assessed fees to CN Online, LLC, a limited liability company affiliated by common ownership, for royalty fees and online attribution fees to subsidize franchisees for online sales incurred in their region. Revenues from CN Online, LLC were $281,205 and $323,173 for the years ending December 31, 2015 and 2014, respectively.

Affiliate receivables and payables are summarized below:

	2015	2014
Affiliate Receivables		
Complete Nutrition Franchise Holdings, LLC	$ 3,668,384	$ -
Complete Nutrition Corporate Stores, LLC	225,482	241,955
Complete Nutrition IP, LLC	23,580	69,853
CN Online, LLC	720,230	428,615
Total Affiliate Receivables	$ 4,637,676	$ 740,423
Affiliate Payables		
Complete Nutrition Franchise Holdings, LLC	$ -	$ 219,866
CR Holdings, LLC	3,879,286	142,389
R2 Distribution, LLC	1,571,152	1,204,487
Hilltop Real Estate, LLC	-	70,031
Total Affiliate Payables	$ 5,450,438	$ 1,636,773

3. Right-Sizing Accrual

During 2012, the Company initiated a plan to restructure certain franchisee store locations to realign current franchise ownership. The expected restructuring costs to be incurred are predominately recruiting fees, amounts due on non-cancelable rental lease agreements, legal, payroll and inventory purchases (see Note 2). Upon the change in control of the Company's Parent in December 2015, the Company's reserve for these matters was reduced to $0, as these restructuring costs remained with the sellers of the Company's Parent. The Company recorded an estimated liability for the right-sizing accrual of $327,425 as of December 31, 2014.

4. Termination Fee

Termination fee consists of a fee related to a broadcast media advertising service agreement the Company has entered into with an advertising agency. This agreement expires in June 2016 and includes a termination fee of $320,000. During 2014, the Company amended the agreement with the advertising agency to repay this termination fee in monthly installments of $20,000, through July 2015, with a final payment of $80,000 upon termination or expiration of this agreement. As of December 31, 2015 and 2014, the total outstanding liability related to the termination fee is $80,000 and $180,000. The Company has recorded $80,000 and $100,000 as the current portion of this liability at December 31, 2015 and 2014, respectively.

5. Commitments and Contingencies

Lease Obligations

The Company has entered into an operating lease for certain office space from an affiliate (see Note 2). During 2015, this lease agreement was terminated and transferred to the Parent therefore there are no remaining future minimum lease payments under this non-cancelable operating lease. Rent expense allocations to the Company are now assessed through the Parent's management support fees (see Note 2).

Legal Proceedings

The Company is party to legal proceedings arising in the ordinary course of its business. In the opinion of management and its legal counsel, disposition of these matters will not materially affect the Company's financial position or results of operations.

6. Retirement Plans

Effective January 1, 2013, the Company adopted a 401(k) profit sharing plan, which covers substantially all employees upon completion of three months of service and attainment of 21 years of age. The Company's contribution to the Plan consists of a match of the participants' contributions up to a maximum of 3.5% of their annual wages. Additional profit sharing contributions may also be made at the Company's discretion. Company contributions for the years ending December 31, 2015 and 2014 were approximately $44,000 and $45,300, respectively.

Lutz

EXHIBIT H

Supply Agreement

SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT (the "Agreement"), dated as of this ___ day of _____, 20____, by and between **R2 Distribution, LLC**, a Nebraska limited liability company ("SUPPLIER"), and _____, a _____corporation/limited liability company ("BUYER").

RECITALS:

WHEREAS, the BUYER has entered into a franchise agreement (the "Franchise Agreement") with Complete Nutrition Franchising, LLC ("Franchisor"), for the purchase of a Complete Nutrition franchise; and

WHEREAS, the BUYER and the SUPPLIER desire to enter into this Agreement in order to supply the BUYER's Complete Nutrition store with products, in accordance with the terms herein;

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. **Purchase/Sale of Products**. During the term of this Agreement BUYER shall purchase exclusively from SUPPLIER, and SUPPLIER shall sell non-exclusively to BUYER, the BUYER's requirements of the products described in the Franchise Agreement, the Operations Manual issued by Franchisor, and/or any other publication or notice issued by Franchisor from time to time pursuant to the Franchise Agreement (collectively, the "Products"), in accordance with the terms herein.

2. **Orders.** All orders for Products shall be submitted by BUYER to the SUPPLIER to the office and in the manner designated by SUPPLIER from time to time, using a purchase-order form (whether electronic or paper) issued or approved by SUPPLIER and containing the SUPPLIER's Purchase-Order Terms and Conditions in effect at the time of the order. Any variations to the terms and conditions of this Agreement or the Purchase-Order Terms and Conditions made by the BUYER in any purchase orders submitted to SUPPLIER are void and shall have no effect. BUYER understands that orders must be placed at least ten (10) days in advance of the expected date of delivery for items covered by this Agreement. Within two (2) days after receipt of an order from BUYER, SUPPLIER shall either: (a) confirm acceptance of BUYER's orders by facsimile or e-mail; or (b) notify BUYER by facsimile or email that SUPPLIER is unable to supply any item or quantity of Products ordered by Buyer. To the extent SUPPLIER confirms acceptance of BUYER's order, SUPPLIER shall confirm with the BUYER the date of delivery of the Products covered by the order.

3. **Shipment and Delivery.** All Products sold by SUPPLIER to BUYER hereunder shall be delivered F.O.B. shipment, unless otherwise agreed to by both parties. Title to and risk of loss of the Products shall pass from SUPPLIER to BUYER when SUPPLIER'S delivery obligations are completed.

4. **Purchase Price, Invoicing, Payment Terms**. The prices to be paid by BUYER for the Products shall be as set forth in the Franchise Agreement, the Operations Manual issued by Franchisor, and/or any other publication or notice issued by Franchisor from time to time. SUPPLIER shall invoice BUYER at the time of shipment, and such invoices shall be paid within thirty (30) days from the date of invoice, except as otherwise provided herein.

5. **Security Interest**. The BUYER hereby grants the SUPPLIER a security interest ("Security Interest") in all of the BUYER's inventory, accounts, and rights to payment, now owned or hereafter acquired, and any additions, substitutions, replacements, proceeds and products thereof, wherever located and used (the "Collateral"). The Security Interest is to secure the payment of all amounts due under this Agreement or otherwise owed by BUYER to SUPPLIER or any of its affiliates, regardless of the nature of the obligation, together with all sums the SUPPLIER or its affiliates may, at

their option, expend or advance for the maintenance, preservation and protection of the Collateral, and any modifications, replacements, substitutions, extensions, refinancings, or renewals of any of the foregoing, together with expenses, including attorney's fees, incurred or paid by SUPPLIER in the preservation or enforcement of SUPPLIER's rights under any of the foregoing, all whether now existing or hereafter created or otherwise arising.

6. **Product Discontinuance**. SUPPLIER reserves the right, upon at least thirty (30) days' prior written notice to BUYER, to discontinue the sale of any Products.

7. **Term**. This Agreement shall commence on the date hereof and continue thereafter for as long as the Franchise Agreement or any successor franchise agreement between BUYER and Complete Nutrition Franchising, LLC, or its successors or assigns, is in full force and effect (the "Term").

8. **Proprietary Information.** BUYER shall treat as confidential all terms, pricing, specifications and other information provided by SUPPLIER or obtained as a result of the parties' performance under this Agreement. BUYER shall not disclose any information related to or disclosed under this Agreement to any person not authorized by SUPPLIER in writing to receive it, unless required by law to do so.

9. **Representations and Warranties of SUPPLIER.** SUPPLIER warrants and represents that all Products shall, upon delivery to BUYER:

a. Conform to the same specifications in place prior to the date hereof;

b. Be free and clear of all liens and encumbrances;

c. Not be adulterated or misbranded within the meaning of the Federal Food Drug and Cosmetic Act; and

d. Otherwise be fit for human consumption.

THE WARRANTIES STATED IN THIS SECTION 9 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO SUPPLIER), ALL OF WHICH ARE EXPRESSLY WAIVED BY BUYER. SUPPLIER shall have no liability for BUYER's lost profits, goodwill, or any other special, incidental or consequential damages that may arise hereunder, irrespective of the theory therefor.

10. **Non-Conforming and Rejected Product**. Within thirty (30) days after the date of Buyer's written notice of rejection of any Ingredients due to nonconformity with applicable specifications, CFI shall, as the sole and exclusive remedy of Buyer, replace the rejected Ingredients, and reimburse Buyer for any out-of-pocket costs incurred in connection with the transportation, retrieval and/or disposal of such rejected Ingredients.

11. **Default, Termination, Remedies, Interest.**

a. Default under this Agreement shall mean:

i. in respect to either party: (a) an assignment for the benefit of creditors which is not dismissed within thirty (30) days; or (b) any proceeding relating to bankruptcy, insolvency or debtor's relief being initiated by or against such party unless such proceeding is dismissed or this Agreement is assumed in such proceeding within sixty (60) days;

ii. failure by either party to fulfill any of its material obligations under this Agreement;

iii. failure by BUYER to pay any amount due to the SUPPLIER under this Agreement, unless disputed in good faith by such party;

iv. failure by BUYER to comply with any provision of the Franchise Agreement;

v. termination or expiration of the Franchise Agreement.

b. The defaulting party shall be given ten (10) days to cure a default after receiving written notice from the non-defaulting party, except that BUYER shall have five (5) days to cure a failure to pay any amount due after SUPPLIER provides written notice. If the defaulting party fails to cure during the applicable period, the non-defaulting party may immediately terminate this Agreement upon written notice to the defaulting party. In addition, the SUPPLIER may, upon BUYER's default, modify the payment terms of any purchases hereunder, require cash in advance for any purchases, refuse to accept any orders until any or all amounts owed to SUPPLIER and any of its affiliates have been paid or other defaults have been cured, offset any amounts owed to BUYER and its affiliates by SUPPLIER and its affiliates against any amounts owed to SUPPLIER and its affiliates by BUYER and its affiliates, and/or exercise any and all rights of secured parties under the Uniform Commercial Code of Nebraska, including without limitation SUPPLIER's right to take possession of the Collateral, and the right without legal process to enter any premises where the Collateral may be found, and to remove peaceably any and all of the Collateral from BUYER's premises, custody or control. Any sale of the Collateral may be conducted in the SUPPLIER's sole discretion, and the conduct of such sale is agreed to be commercially reasonable. Reasonable notification of the time and place of any sale shall be satisfied by mailing notice to BUYER pursuant to the notice provisions set forth below.

c. Expiration or termination of this Agreement shall not affect any rights or obligations of either party which have accrued through the date of termination or expiration, or which otherwise survive termination in accordance with their respective terms. Nothing herein shall prevent either party from seeking specific performance or damages for breach in respect of any right or obligation contained in this Agreement. The rights and remedies set forth in this Section shall be in addition to any other rights or remedies that may otherwise be available at law or equity.

d. Interest shall accrue on all overdue amounts at the rate of 1½ % per month or the highest rate allowed by law, whichever is less.

12. **Indemnity / Limitation of Liability.**

a. **Indemnification.** BUYER shall defend, indemnify and hold harmless the SUPPLIER and all affiliates, officers, employees, and agents ("Indemnified Parties") against and in respect of any and all liability, loss, damage, deficiency or expense resulting from any breach of a representation, warranty, covenant or agreement by the BUYER under this Agreement, and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses (including reasonable fees and expenses of counsel) incident to any of the foregoing.

b. **Limitation of Liability.** In no event shall either party be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory for any indirect, incidental, consequential, special, exemplary, speculative or punitive damages including, but not limited to, lost profits, regardless of whether or not advised of the possibility of such damages; provided, however, that the limitations set forth in this Section 9(c) shall not apply in the case of gross negligence, fraud or intentional or willful misconduct.

13. **Ownership of Intellectual Property and Specifications**. BUYER agrees that (a) SUPPLIER and its affiliated or third-party licensors are the sole owners of all right, title and interest in (i) all Product specifications, (ii) all trademarks, trade names, trade dress, logos, graphics, photographs, artwork and textual materials used in connection with the packaging of the Products under this Agreement (collectively, the "Trademarks"), and (iii) all other intellectual property, licenses, intelligence, know-how and the like related to the Products (the "Products IP"), and (b) all intellectual property rights that BUYER may acquire in the Product specifications, the Trademarks or the Products IP by use of the Product specifications, the Trademarks and the Products IP shall inure to the sole benefit of the SUPPLIER (or its licensors). BUYER agrees to execute such further documents as may be required to effectuate the assignment to SUPPLIER (or its affiliated or third-party licensors) of any intellectual property rights that BUYER may acquire in the Specifications, the Trademarks or the Products IP, including any goodwill associated with the same. BUYER agrees that it will not, at any time, do or cause to be done any act which will in any way impair the rights of SUPPLIER (or its licensors) in and to the Product specifications, the Trademarks or the Products IP.

14. **Miscellaneous**. The following miscellaneous provisions shall apply to this Agreement:

a. **Notices**. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or mailed by registered, certified or express mail, postage prepaid, or by reputable overnight courier as follows:

If to BUYER: _____

_____

_____

_____

If to SUPPLIER: R2 Distribution, LLC
17220 Wright Street, Suite 200
Omaha, NE 68130
Attn: President

or at such other address as either party hereto shall have designated by notice in writing to the other party hereto in accordance with this Section. All such notices shall be deemed to have been given when so delivered personally or by overnight courier, or if mailed as set forth above, three days after the date of mailing, or if sent by facsimile, when received.

b. **Waiver.** No provision of this Agreement may be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other provision or condition of this Agreement.

c. **Independent Contractors.** The relationship between BUYER and SUPPLIER shall be that of independent contractors. This Agreement is not intended to create and shall not be construed as creating between the parties hereto a relationship of principal and agent,

joint-venturers, co-partners, or any other similar relationship, the existence of which is hereby expressly denied by the parties.

d. **Binding Effect; Counterparts.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The delivery of an executed copy of this Agreement made by facsimile transmission and/or electronic signature by any party to the other party hereto shall constitute effective delivery of such document by such transmitting party to such receiving party, and any such copy so delivered shall be deemed equivalent to an executed original. This Agreement may be signed in two or more counterparts, and all counterpart signature pages, taken together, shall constitute one executed original.

e. **Entire Agreement.** This Agreement (including the exhibits referenced herein) constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior understandings and agreements with respect to such matter are superseded by this Agreement. This Agreement may not be modified or amended by additional or other terms contained on any purchase order or in any manner except in writing duly executed by both parties.

f. **Assignment.** This Agreement may be freely assigned by SUPPLIER without restriction, but it may not be assigned by BUYER without the prior written consent of the SUPPLIER, which consent may be withheld for any or no reason.

g. **Governing Law.** This Agreement shall be governed by the internal laws of the State of Nebraska without resort to such state's choice of law rules.

h. **Force Majeure.** Either party shall be excused from performance under this Agreement while and solely to the extent that such performance is prevented by an act of God, strike, war or war condition, act of terrorism, riot, civil disorder, government regulation, embargo, fire, flood or any other such casualty beyond the reasonable control of such party. In the event that either party shall be unable to perform any of its obligations as undertaken, it shall promptly advise the other party of its inability to perform and the reason for such non-performance.

IN WITNESS WHEREOF, the parties have each executed this Supply Agreement as of the date first above written:

COMPLETE NUTRITION FRANCHISING, LLC, a Nebraska limited liability company,

_____,

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT I
ACKNOWLEDGMENT

As you know, you and we are entering into a Franchise Agreement for the operation of a Complete Nutrition franchise. The purpose of this Acknowledgement 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. Please review each of the following questions carefully and provide honest responses to each question.

1. Did you receive a copy of our Franchise Disclosure Document (and all exhibits and attachments) prior to signing the Franchise Agreement? Check one: Yes (_) No (_). If no, please explain:

_____
_____.

2. Have you studied and reviewed carefully our Franchise Disclosure Document and Franchise Agreement? Check one: Yes (_) No (_). If no, please explain:

_____
_____.

3. Do you understand the terms of and your obligations under the Franchise Agreement? Check one: Yes (_) No (_). If no, please explain:

_____
_____.

4. Did you sign a receipt for our Franchise Disclosure Document? Check one: Yes (_) No ( ). If yes, please list the date indicated on that receipt as the date you received the Franchise Disclosure Document (and all exhibits and attachments)._____. If no, please explain:_____
_____
_____.

5. What was the date on which you signed the Franchise Agreement?_____, 20___

6. If we unilaterally altered the terms and conditions of the basic Franchise Agreement or any related agreements attached to the Franchise Disclosure Document (except as a result of negotiations you initiated), what day did you receive a copy of the revised Franchise Agreement or related agreement?

_____, 20___

7. Were you given the opportunity to discuss the benefits and risks of operating a Complete Nutrition Store franchise with an attorney, accountant or other professional advisor, and do you understand all the information contained in both the Franchise Disclosure Document and Franchise Agreement? Check one: Yes (_) No (_). If no, please explain:

_____
_____.

8. Was any oral, written or visual claim or representation made to you (such as the advertising, marketing, training, support service or assistance that we will furnish to you) that contradicted or was different from the disclosures in the Franchise Disclosure Document? Check one: Yes (_) No (_). If yes, please state in detail the oral, written, or visual claim or representation:

_____
_____.

9. Did any employee or other person speaking on our behalf make any oral, written or visual representation that stated, suggested, predicted or projected, expressly or by implication, a specific level or range of actual or potential sales, income, gross profits or net profits at any Complete Nutrition Store or your Store, or the likelihood of success at your Store (other than what is disclosed in Item 19 of our Franchise Disclosure Document)? Check one: Yes (_) No (_). If yes, please state in detail the oral, written or visual claim or representation:

_____
_____.

10. Do you understand that we and our affiliates cannot and do not make any predictions, promises, representations or guarantees of any kind as to the future success of a Complete Nutrition Store, or that a particular Complete Nutrition Store will achieve any particular results or a specific level or range of actual or potential sales, income, gross profits, or net profits? Check one: Yes (_) No (_). If no, please explain:

_____
_____.

11. Do you understand that neither we nor any affiliate, employee, agent, or representative of ours has guaranteed that you will derive any income from your Complete Nutrition Store franchise and that neither we nor any affiliate, employee, agent, or representative of ours will refund all or part of the price paid for the franchise or repurchase any of the products, equipment, supplies, or goods if you are unsatisfied with the franchise? Check one: Yes (_) No (_). If no, please explain:

_____
_____.

12. Do you understand that the success or failure of the Store will depend in large part upon your skills and experience, your business acumen, your capital and financing, the hours you work, the physical condition and size of the Store, the staff you employ, the salaries, wages and other benefits you pay to them, local competition and acceptance of the products you sell, interest rates, the economy, inflation, the amounts you spend on marketing, advertising and promotion, the varying costs of materials, equipment, lease terms, and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open the Store may change? Check one: Yes (_) No (_). If no, please explain:

_____
_____.

13. Did any employee or other person speaking on our behalf make any statements, representations, or promises to you that pertain to our obligations or any information not stated in the Franchise Agreement or this Franchise Disclosure Document? Check one: Yes (_) No (_). If yes, please explain:

_____
_____.

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT 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. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: AS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER LEGAL ENTITY, EACH OF YOUR PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

_____	_____
Name: _____	Name: _____
Date: _____	Date: _____

EXHIBIT J
Receipt
(Your Copy)

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 Complete Nutrition 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. Under Iowa law, if applicable, Complete Nutrition Franchising, LLC must provide this disclosure document to you at the earlier of our first personal meeting to discuss the franchise or 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sales. Under Michigan law, if applicable, Complete Nutrition Franchising, LLC must provide this disclosure document to you at least 10 business 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. Under New York or Rhode Island law, if applicable, Complete Nutrition Franchising, LLC must provide you this disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sales.

If Complete Nutrition 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 appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise:

Name	Principal Business Address	Telephone Number
Roy Schumacher	17220 Wright Street, Suite 200 Omaha, Nebraska 68130	(866) 366-5766
Ryan Zink	14707 California, Suite #5 Omaha, NE 68154	(531) 333-3278
Carey Gille	14707 California, Suite #5 Omaha, NE 68154	(531) 333-3278
Amie Hawk	14707 California, Suite #5 Omaha, NE 68154	(531) 333-3278

Issuance Date: Issuance Date: April 19, 2017, as amended on May 3, 2017 May 26, 2017, and June 7, 2017

I have received a disclosure document dated April 19, 2017, as amended on May 3, 2017 May 26, 2017, and June 7, 2017 that includes the following Exhibits:

A. List of State Agencies/Agents for Service of Process
B. Franchise Agreement
C. Development Agreement
D. Tables of Contents of Confidential Franchise Operations Manual
E. State Addenda to the Disclosure Document and Agreements
F. List of Franchisees
G. Financial Statements
H. Supply Agreement
I. Receipt

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please keep this copy of the Receipt for your records.

Receipt
(Our Copy)

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 Complete Nutrition 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. Under Iowa law, if applicable, Complete Nutrition Franchising, LLC must provide this disclosure document to you at the earlier of our first personal meeting to discuss the franchise or 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sales. Under Michigan law, if applicable, Complete Nutrition Franchising, LLC must provide this disclosure document to you at least 10 business 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. Under New York or Rhode Island law, if applicable, Complete Nutrition Franchising, LLC must provide you this disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sales.

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F. List of Franchisees
G. Financial Statements
H. Supply Agreement
I. Receipt

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the Receipt, date your signature, and return it to the Legal Department, Complete Nutrition Franchising, LLC, 17220 Wright Street, Suite 200, Omaha, Nebraska 68130.