FRANCHISE DISCLOSURE DOCUMENT

FIT BODY BOOT CAMP, INC.
A California Corporation
5867 Pine Avenue
Chino Hills, California 91709
(888) 638-3222
E-Mail: saleshq@fitbodybootcamp.com
URL: www.fitbodybootcamp.com

As a Fit Body Boot Camp franchisee you will operate a group personal training and fitness services business in both a virtual and retail outlet setting to retail customers using designated or authorized “Fit Body Boot Camp” fitness programs and methods.

The total investment necessary to begin operation of a single Fit Body Boot Camp outlet is $165,100 to $231,600. This includes $49,600 which must be paid to the franchisor or its affiliates.

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 the Franchise Sales Administrator at 5867 Pine Avenue, Chino Hills, California 91709; telephone (888) 638-3222.

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, such as a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's homepage 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 20, 2022**

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits C and D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's discretion. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B include financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Fit Body Boot Camp business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchise have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Fit Body Boot Camp franchisee?	Item 20 or Exhibits C and D list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or to a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other state law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit F.

Your state may also have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

Out-of-State Dispute Resolution. The franchise agreement requires that most disputes with us be submitted to arbitration and litigation in Orange County, California. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitration or litigate with us in California than in your home state.

Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement, even if your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.

Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from us, our affiliates or suppliers that we designate, at prices that we or the supplier set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

Mandatory Minimum Payments. You must make minimum royalty payments and advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise agreement and loss of your investment.

Financial Statements. The franchisor's financial condition, as reflected in its financial statements (see Item 21, exhibit B), calls into question the franchisor's financial ability to provide services and support to you.

Turnover Rate. During the last three years, a high percentage of franchised outlets (more than 22%) were terminated, not renewed, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise is a system with a lower turnover rate.

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

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

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 a franchisee of rights and protections provided in the Michigan Franchise Investment Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 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 services.

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 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 ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:
State of Michigan
Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

Note: Despite paragraph (f) above, we intend, and we and you agree to fully enforce the arbitration provisions of the Franchise Agreement. We believe that paragraph (f) is unconstitutional and cannot preclude us from enforcing these arbitration provisions.

FIT BODY BOOT CAMP

FRANCHISE DISCLOSURE DOCUMENT

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Exhibits

"A"	Franchise Agreement
	Exhibits to Franchise Agreement:
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	Exhibit 2: Names and Addresses of Principal Equity Owners
	Exhibit 3: Sample Assignment & Assumption and Release
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ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor is Fit Body Boot Camp, Inc. and is referred to in this disclosure document as "we," "us," or "our". The person who buys the franchise is referred to in this disclosure document as "you" or "your". If you are a corporation, limited liability company, partnership or other type of legal entity, the provisions in the franchise agreement described in this disclosure document also apply to your owners by virtue of our requirement that your owners personally guarantee, and be personally bound by your obligations under the franchise agreement.

The Franchisor, Parents and Affiliates

We are the franchisor of the Fit Body Boot Camp system. Our principal business address is 5867 Pine Avenue, Chino Hills, California 91709.

Our parent is Empire Master Holdings, LLC ("EMH"), a Delaware limited liability company formed on March 25, 2019. Our parent shares our principal business address.

Affiliates

Empire TM Holdings, LLC ("ETH"), a Delaware limited liability company whose principal business address is 5867 Pine Avenue, Chino Hills, California 91709, owns the trademarks that are licensed to you under the Franchise Agreement, including "Fit Body Boot Camp". ETH does not offer franchises in any line of business. ETH never offered franchises in this or any other line of business and presently has no other business activities.

Fitness Mastermind, LLC ("FMM"), a Delaware limited liability company whose principal business address is 5867 Pine Avenue, Chino Hills, California 91709, offers and sells business services to Fit Body Boot Camp franchisees and to third parties outside of the Fit Body Boot Camp franchise system. FMM never offered franchises in this or any other line of business and presently has no other business activities.

ENP Ventures, LLC ("ENP"), a Delaware limited liability company formed on January 24, 2019, whose principal business address is 5867 Pine Avenue, Chino Hills, California 91709, offers and sells supplements to Fit Body Boot Camp franchisees, and may offer and sell other products to Fit Body Boot Camp franchisees at any time in the future. ENP never offered franchises in this or any other line of business and presently has no other business activities.

Empire Systems, Inc. ("ESI"), doing business as Keuilian, Inc., whose principal business address is 5867 Pine Avenue, Chino Hills, California 91709, prepares and sells to Fit Body Boot Camp franchisees weekly and monthly FitPro newsletters and magazines and owns the broadcast software franchisees are required to use. ESI has never offered franchises in this or any other line of business.

Empire Traffic, Inc. ("ETI"), a California corporation formed on August 23, 2021, whose principal business address is 5867 Pine Avenue, Chino Hills, California 91709 provides digital media traffic buying services to System franchisees. ETI has never offered franchises in this or any other line of business.

Other than as disclosed above, we are not controlled by, controlling, or under common control with any other entity that provides goods or services to our franchisees or that offers franchises

in any line of business.

Predecessors

We have no direct predecessor. However, FMM operated a physical fitness and exercise retail business under the Fit Body Boot Camp marks between 2009 and 2011.

Name Used by the Franchisor

We conduct business under the name “Fit Body Boot Camp” (the “Brand”). We do not conduct business under any other name.

Agent for Service of Process

Our agents for service of process are listed in Exhibit F of this Disclosure Document.

Business Organization Used by the Franchisor

We are a corporation incorporated in California on March 2, 2011.

The Franchisor’s Business

We act as the franchisor of Fit Body Boot Camp franchises. We began offering franchises in October 2011. We do not own or operate a business of the type you will operate. We do not engage in any other business activities.

The Business the Franchisee Will Conduct

Our franchise is a license to independently own and operate a (i) virtual fitness training business (the “Virtual FBBC Business”) providing authorized virtual fitness classes (the “Virtual FBBC Classes”), and (ii) a single retail outlet (“Outlet”) providing authorized fitness programs and services to retail customers, each using designated or authorized Fit Body Boot Camp workout procedures, methods, training techniques and formats (the “Franchised Business”). In connection with the operation of the Outlet, we may require you to sell to retail customers of the Outlet a variety of fitness products and accessories which may be supplied by us, our affiliated entities, designated vendors and/or approved suppliers, as we designate, for use and resale by you at your Outlet (collectively, “Fit Body Boot Camp Products”). You are not permitted to sell any Fit Body Boot Camp Products in connection with the Virtual FBBC Business. The services and products you are authorized or required to offer and sell under the Franchise Agreement are referred to as the “Fit Body Boot Camp Services and Products.”

General Market for Franchised Products and Services

The general market for the products and services you will offer consists of (i) individuals who reside in close proximity to your Outlet who are interested in engaging in physical fitness training activities remotely, via virtual classes; and (ii) individuals who reside in close proximity to your Outlet. The market for fitness services and related products is fully developed, does not involve sale primarily to a certain group and is not seasonal.

Industry Specific Laws or Regulations

The franchised business is subject to local, state and federal laws, rules and regulations that apply to businesses generally, in addition to laws pertaining to the regulation of fitness centers. The fitness industry is highly regulated. It is your obligation to develop, open and operate the franchised business in compliance with all applicable laws, rules and regulations. You will need a business license and reseller's permit, and you must comply with federal, state and local laws applicable to the operation and licensing of a physical fitness and organized exercise business, including obtaining all applicable licenses, permits, inspections and approvals by any applicable municipal, county or state agencies that regulate physical fitness and organized exercise operations. If your Outlet is in a jurisdiction (such as the District of Columbia or the states of Georgia, Maryland, New York, Oklahoma, South Carolina, Texas or Utah) with laws regulating and licensing "health spas" (defined as businesses which sell memberships in facilities providing physical exercise programs), you will need to comply with these laws. State laws and regulations may require registration with the state and filing of a corporate surety bond or letter of credit, and may regulate the language of your Outlet membership agreements. Your Outlet must meet applicable municipal, county, state and federal handicap access codes. You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing matters including minimum wages, overtime and working conditions. These laws, rules and regulations may change over time. We strongly suggest that you consult with an attorney, consultant and/or financial advisor regarding all laws and regulations applicable to your Outlet before you buy a franchise from us.

Competition

This market is well developed and highly competitive. There are various independent and national fitness chains in operation and developing throughout the country. All Fit Body Boot Camp franchisees will compete with fitness centers, health clubs and other retail businesses that offer services and products comparable to the Franchised Business and Fit Body Boot Camp Services and Products. The market can change based on local, regional and national economic conditions, changes in consumer tastes and increases in the number and types of personal fitness facilities.

Prior Experience of Franchisor, Predecessors and Affiliates

We have been operating since March 2011 and we began offering Fit Body Boot Camp franchises in October 2011. We have not previously offered franchises providing the type of business you will operate. Nor have we ever offered franchises in other lines of business.

The Fit Body Boot Camp concept was developed in Chino Hills, California by Bedros Keuilian, and a business partner who is no longer associated with us. Between 2009 and 2011, our affiliated entity FMM, formerly known (until March 2, 2011) as Fit Body Boot Camp, LLC, conducted a business equivalent to the business you will be providing. Since 2001, Bedros Keuilian has trained and coached individuals and entities in fitness techniques that are equivalent to those that are used by Fit Body Boot Camp franchisees. Some of these individuals and entities were licensed by FMM to use the name "Fit Body Boot Camp" on a royalty free basis, but they were not licensed to engage in their business under a marketing plan or system

prescribed in substantial part by FMM.

FMM has not previously offered franchises providing the type of business you will operate or in other lines of businesses.

ITEM 2: BUSINESS EXPERIENCE

Bryce Henson: CEO

Mr. Henson was named our CEO in July 2021. Prior to that, Mr. Henson was our Vice President from July 2018 to July 2021. Previously from 2012 to July 2018, he was Chief Executive Officer and Founder of Henson Fitness Systems, Inc. which owns and operates Fit Body Boot Camp franchises in three locations in California and one location in Michigan.

Bedros Keuilian: President

Mr. Keuilian is our President and Director and has held this position since July 2021. Mr. Kueilian previously served as our CEO from May 2012 through July 2021. Mr. Keuilian also serves as President, Chief Executive Officer and Director of ESI, Chino Hills, California (since 2005) and President and Manager of FMM, Chino Hills, California (since 2009).

Brittany Carter: Executive Director

Ms. Carter was named our Executive Director in February 2022. Prior to that, Ms. Carter previously served as our Director of Operations from February 2019 to January 2022. Ms. Carter previously served as our (a) Operations Manager from July 2018 to February 2019, (b) Operations Coach from December 2016 to July 2018, and (c) Business Development Manager from September 2016 to December 2016. Prior to that time, Ms. Carter was an Assistant Store Manager for Office Depot, located in Temple City, California, from April 2014 to September 2016.

Jessica Waldheim: Finance Director

Ms. Waldheim was named our Director of Finance in January 2022. Prior to that she served as our Internal Human Resources from January 2018 to January 2022.

Barret Henson: Director of Coaching and Profitability

Mr. Henson was named our Director of Coaching and Profitability in September 2019. Previously, Mr. Henson served as the Owner of Berkley Fit Body Boot Camp located in Berkley, Michigan from December 2014 to September 2019.

Joel Kotkas: Marketing Director

Mr. Kotkas was named our Marketing Director in June 2021. Previously, Mr. Kotkas served as the (i) Owner of Lethbridge Fit Body Boot Camp located in Lethbridge, Alberta, Canada from August 2015 to June 2021, (ii) Owner of Auburn Bay Fit Body Boot Camp located in Lethbridge, Alberta, Canada from August 2015 to June 2021, and (iii) Owner of West Hills Fit Body Boot Camp located in Calgary, Alberta, Canada from August 2015 to June 2021.

ITEM 3: LITIGATION

In March 2014, we entered into a franchise agreement with a resident of Rhode Island for an Outlet to be operated in Providence, Rhode Island. At the time of the sale, our franchise was neither registered in Rhode Island nor exempt from registration. When we filed our initial franchise registration in Rhode Island in July 2016, we were asked by the examiner about this unregistered sale. In August 2016, we told the regulator we had inadvertently made an unregistered sale to a Rhode Island franchisee and we would promptly offer rescission, pay any monetary penalties and undertake not to make any future sales of franchises in Rhode Island that had not been registered or exempt from registration in that state. On September 6, 2016, the Rhode Island Department of Business Regulation ("RIDBR") issued a *Consent Order Making Findings and Imposing Remedial Actions In the Matter of Fit Body Boot Camp, Inc.* Respondent (a regulatory action brought by the RIDBR, File No. FR.9900509), in reaction to an Admission and Offer of Settlement Order under Section 18 of the Rhode Island Franchise Investment Act, Section 19-28.1, *et. seq*., of the Rhode Island General Laws. Under the terms of the Consent Order Making Findings and Imposing Remedial Actions, we made a rescission offer to one Rhode Island Fit Body Boot Camp franchisee, agreed not to violate the Rhode Island Retail Franchising Act in the future and paid to the RIDBR $4,000 in monetary penalties. The Rhode Island franchisee elected to decline the rescission offer. On September 19, 2016, the RIDBR issued its Final Order (i) acknowledging that Fit Body Boot Camp, Inc. had fulfilled its obligations under the Settlement Order and (ii) dismissing the matter.

Franchisor-Initiated Litigation in the 2022 Fiscal Year

Fit Body Boot Camp, Inc. v. Steve Valley, 46 Zulu, LLC and 46 Zulu, Inc.: On January 24,2022, We filed a complaint against Steve Valley, 46 Zulu, LLC and 46 Zulu, Inc. (the "Valley Parties") alleging claims of trademark infringement, unfair competition and breach of contract resulting from the Valley Parties' operation of a competitive business in violation of the terms and conditions of the franchise agreement entered into by and between Steve Valley, 46, Zulu, LLC and us. On April 19, 2022, the parties entered into a Settlement Agreement pursuant to which the Valley Parties agreed to pay a Settlement Fee to Franchisor and the parties agreed to a mutual termination of the Franchise Agreement.

Other than the one action listed above, 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

Initial Franchise Fee

You must pay a lump sum initial franchise fee of $49,600 (the "Initial Franchise Fee") when you sign the Franchise Agreement. For clarity, even if you are acquiring an existing Franchised Business, you must pay the Initial Franchise Fee. If you pay the Initial Franchise Fee with a credit card, you will be responsible for payment of all processing fees.

We currently allocate the Initial Franchise Fee for newly opening Outlets (inapplicable to existing, operational Outlets) as follows: (a) $4,000 is allocated towards your attendance at one Fit Body Boot Camp mastermind class to be attended by you within four months from the effective date of your franchise agreement (the "FA Effective Date"); (b) $31,500 is allocated towards your attendance at a four-day and seventeen hours of online training Fit Body Boot Camp University within six months of the FA Effective Date; (c) $3,900 is allocated towards our costs and expenses associated with assistance in the site selection process during the six month period following the FA Effective Date; (d) between $2,000 and $3,000 is allocated towards grand opening marketing expenditures to be allocated within the demographic marketing area in which the Outlet is located within six months from the FA Effective Date; and (e) $7,000 is allocated towards our costs in connection with grand opening delivery to be provided within six months from the FA Effective Date. If you sign your lease agreement for a newly developed Outlet in accordance with the terms and procedures specified in the Franchise Agreement within the 90 day period following the FA Effective Date, provided that you are in compliance with all of your obligations under the Franchise Agreement, we will expend an additional $1,000 of the Initial Franchise Fee on local marketing, advertising and promotion of the Outlet in the manner we designate in our sole discretion.

Veteran & First Responder Discount

If you (or if you are a legal entity, an individual who owns at least a 51% interest in the legal entity) are: (a) a member of the U.S. Armed Services; (b) a veteran of the U.S. Armed Services who was honorably discharged ("Veteran"); or (c) if you are currently serving as an emergency medical technician, firefighter, or police officer (each a "First Responder"), we will discount the Initial Franchise Fee for your initial Outlet by 25% (and you would pay $37,200).

Subsequent Outlet Discount

If you: (a) own and operate an Outlet, (b) are in compliance with all of your obligations under the Franchise Agreement for your Outlet, (c) you meet our then-current financial and operational qualifications for multi-unit operators, and (d) you wish to open or acquire a second Outlet, we will discount the then-current Initial Franchise Fee for your second Outlet by 25%.

Non-Refundable Initial Fees

The entire initial franchise fee is fully earned by us when paid, and not refundable.

Range of Initial Fees Received During the 2021 Fiscal Year

The Initial Franchise Fees paid to us during the fiscal year ended December 31, 2021 ranged from $20,625 to $49,600.

[The remainder of this page is intentionally left blank.]

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks (Note 1)
Royalty (See Note 2 and 3)	$997 per month for the first 12 months; thereafter the greater of 5% of Gross Revenue or $997 per month.	Paid monthly on the 17th day of the month, unless we specify otherwise. [2]	The Royalty is payable beginning on the 180th day after the Effective Date of your Franchise Agreement. If you sign a Franchise Agreement for an existing Outlet that is already in operation, your obligation to pay the Royalty commences on the Effective Date. We may require you to pay the Royalty on a weekly, bi-weekly, monthly or other basis on thirty (30) days' prior notice to you. We may change the method by which you pay the Royalty at any time on thirty (30) days' prior notice to you.
Marketing and Promotion Fund Contribution (See Note 2 and 3)	Currently $500	Paid monthly on the 1st business day of the month[2]	The Marketing and Promotion Fund Contribution obligation begins on the earlier to occur of: (a) the date on which you open the Outlet; or (b) the 180th day after the Effective Date of your Franchise Agreement. If you sign a Franchise Agreement for an existing Outlet that is already in operation, your obligation to pay the Marketing and Promotion Fund Contribution commences on the Effective Date. We may require you to pay the Marketing and Promotion Fund Contribution on a weekly, bi-weekly, monthly or other basis on thirty (30) days' prior notice to you. We may change the method by which you pay the Marketing and Promotion Fund Contribution at any time on thirty (30) days' prior notice to you.
Software Reimbursement (See Note 3)	Varies. Currently $405 per month.	Paid monthly on the 10th day of each month.	You must pay us a "Software Reimbursement" each month, unless we designate otherwise. Your obligation to pay this monthly payment begins on the earlier to occur of: (a) the date on which you begin using the software, including in connection with the operation of the Virtual FBBC Business; or (b) the 180th day after the Effective Date of your Franchise Agreement, unless we designate otherwise. If you sign a Franchise Agreement for an existing Outlet that is already in operation, your obligation to pay the Software Reimbursement commences on the Effective Date. This payment reimburses us for the software fees we pay directly to our designated vendor on your behalf. As of the issuance date of this disclosure document, you must pay us the monthly software reimbursement of $405, which covers the cost of the POS system software fees. The monthly software reimbursement may increase based on vendor increases in the future effective on written notice to you.
Local Marketing Expenditure Deficiency	$500 per month	Upon demand	You are required to expend a minimum of $500 per month on local marketing and advertising under the terms of your Franchise Agreement. If you do not comply with this obligation, we have the right to require you to pay the amount you failed to expend to us, in which case we will have the right to expend

Type of Fee	Amount	Due Date	Remarks (Note 1)
			the amount directly for local marketing and advertising purposes in your area. This payment is only due to us if you do not comply with your obligations to expend the amount directly, locally, and we elect to require you to pay the deficiency amount to us.
Additional Training Fee	Up to $750[3] (per day)	At time of training[2]	After the Outlet opens, and upon reasonable notice, we may require attendance of you and your Principal Equity Owners (all owners holding more than 20% interest in the franchisee entity) and other designated personnel at training courses, seminars, conferences or other programs. We may, at our discretion, charge an additional training fee of up to $750 per day for Fit Body Boot Camp training courses, seminars, conferences or other programs that (a) we require you, your Principal Equity Owners and/ or your representatives to attend, or (b) you request and we agree to provide. You are responsible for the cost of travel, hotel and meal expenses incurred by you and your attendees in attending and participating in additional training.
Renewal Fee	$5,000	Upon signing the renewal franchise agreement	Payable upon signing your renewal franchise agreement, which may include materially different terms.
Transfer Fee	$7,500[3]	Before completion of the transfer[2]	Payable if you transfer your franchise. The events that are considered a "transfer" are explained in more detail in the Franchise Agreement. In addition to the transfer fee, the buyer or transferee will be required to pay our then-current initial franchise fee to us. There is a transfer fee of $750 if the franchise is transferred to (a) an entity (corporation or limited liability company) owned solely by you, or (b) an heir, conservator or personal representative upon your death or legal disability.
Administration Fee	$500 per occurrence	Due and payable at the time you submit your request.	You must pay us an Administration Fee of $500 to cover our administrative costs in connection with your request to: (a) remove an owner; (b) add an owner; or (c) relocate your Outlet. This fee is due at the time you submit your request.
Interest & Late Payment Penalty (See Note 4)	5% of the delinquent amount plus interest[2]	Immediately upon demand for payment[2]	The late payment penalty is due each time you fail to make a required payment and is in addition to interest on the unpaid amount. Interest is assessed at an annual percentage rate ("APR") of 18% (or the highest APR permitted in your state, if that is lower). You must also reimburse us immediately upon demand for all reasonable costs of collection relating to delinquent amounts.
Cure Period Extension Fee	$1,000	Upon demand	If we issue you a notice of default for a default that is capable of being cured, and you do not cure the default before the expiration of the cure period stated in the Franchise Agreement for that default, then you may send us a written request for an extension to the cure period and pay to us, along with your written request, a Cure Period Extension Fee of $1,000. We do not have to grant you any

Type of Fee	Amount	Due Date	Remarks (Note 1)
			extensions. The decision will be in our business judgment.
Increased Royalty Fee *Only applicable if you do not cure a noticed default before the expiration of the cure period.*	$2000	Upon demand	If we issue you a notice of default for failure to pay continuing fees under the Franchise Agreement, including Royalty, Software Reimbursement and Marketing and Advertising Fund Contributions, and you do not cure the default before the expiration of the cure period stated in the Franchise Agreement for that default, then we have the right to increase your monthly royalty fee to $2000 per month for each month the noticed default(s) remains uncured.
Inspection & Compliance Costs and Expenses	Actual costs (estimated at $750 per inspection)	Upon demand	If we inspect your Outlet and we determine that your Outlet is not in compliance with the Franchise Agreement or the Manual, and we conduct a follow up inspection (the "Follow Up Inspection") to confirm that you cured the items of non-compliance, and during this Follow Up Inspection we determine that the items were not sufficiently cured, you will be required to reimburse us for our costs and expenses incurred in connection with the Follow Up Inspection and any subsequent re-inspections.
Insurance	Will vary under the circumstances.	As incurred	If you do not obtain and maintain the insurance you are required to obtain and maintain, then we have the option, but not the obligation, to obtain coverage for you at your expense.
Indemnification	Will vary depending on the circumstances	On demand	If your indemnification obligation under the Franchise Agreement is triggered, you must pay us all amounts arising out of your indemnification obligations on demand.
Costs of Enforcement, Attorneys' Fees	Actual costs	On demand	You must reimburse us for the fees and costs we incur in enforcing this agreement, including attorneys' fees. If we are the prevailing party in any dispute with you, you must reimburse us for all attorneys', accounting, arbitrator, mediator, and other related fees and costs we incur.
Supplier Evaluation Fee	$1,500	Upon submission of the supplier evaluation request	Covers cost of testing new products or inspecting new suppliers you propose.
Conference Fee (currently held bi-annually)	Currently, $399 per attendee We reserve the right to increase our annual conference attendance fee to an amount not to exceed	Upon registration for the Conference (currently held bi-annually)	We require you to attend a franchisee conference (currently held bi-annually).You must pay a fee per attendee. We reserve the right to modify the fee in our discretion to a higher amount, which shall not exceed $2,000 per attendee.

Type of Fee	Amount	Due Date	Remarks (Note 1)
	$2,000 per attendee		
Liquidated Damage Fee	An amount equal to 3 years of Royalty Fees & Marketing & Promotion Fund Contribution	On termination.	Only payable if we terminate your agreement due to your default before the end of the term.
Fit Body Forever Fee (Optional)	Buy-in Fee of $3,999, plus monthly fee of $697 per month	Paid monthly on the 24th day of the month, unless we specify otherwise. [2]	The Fit Body Forever Program is an optional, supplemental program that qualifying franchisees may elect to participate in and offer in connection with the operation of the Outlet. To qualify for participation in this program, your Outlet must be open and in operation, you must be in compliance with your obligations under the Franchise Agreement (and you and your affiliates must be in compliance with any other agreement entered into by and between FBBC and you or your affiliate, as applicable), you must meet our minimum liquidity requirements, and you must sign our then-current form of Fit Body Forever Addendum to the Franchise Agreement (the "FBF Addendum"), a current copy of which is attached to the Franchise Agreement as Exhibit E-1. If you qualify and elect to participate, you must sign our then-current form of FBF Addendum, pay the buy-in fee of $3,999 (the buy-in fee is reduced to $1,999 if you own multiple locations and have previously entered into a FBF Addendum and paid to us the $3,999 buy-in fee), and pay the $697 monthly fee to us or our designee. The current term of the FBF Addendum is equal to the shorter of: (a) three years from the date of signing; or (b) the remainder of time left under the initial term of your Franchise Agreement. If you enter into a FBF Addendum and subsequently transfer the Franchised Business, you must pay to us a transfer fee of $2,500.
Fit Body Boot Camp Mastermind Coaching Fee (Optional)	$997 per month	Paid monthly on the 21st day of the month, unless we specify otherwise. [2]	The Fit Body Boot Camp Mastermind Coaching Program is an optional, supplemental program that qualifying franchisees may elect to join. To qualify for participation in this program, you must meet our then current qualifications, be in compliance with your obligations under the Franchise Agreement (and you and your affiliates must be in compliance with any other agreement entered into by and between FBBC and you or your affiliate, as applicable),be current with all payments due to FBBC and its affiliates, and you must sign our then-current form of Fit Body Boot Camp Mastermind Coaching Addendum to the Franchise Agreement (the "FMM Addendum"), a current copy of which is attached to the Franchise Agreement as Exhibit E-2. If you qualify and elect to participate, you must sign our then-current form of FMM Addendum and pay the $997 monthly fee to us or our designee.

Type of Fee	Amount	Due Date	Remarks (Note 1)
			The current term of the FMM Addendum is equal to the shorter of: (a) three years from the date of signing; or (b) the remainder of time left under the initial term of your Franchise Agreement.

Note 1. Except as otherwise disclosed in this Item, all fees described in this Item 6 are paid to us and are uniformly imposed for all franchises offered under this disclosure document. All fees are non-refundable. Existing franchisees and existing developers may be entitled to lower fees, different fees, or varying fee structures. We reserve the right to waive or reduce some or all of these fees for a particular franchisee depending on the circumstances.

Note 2. The term "Gross Revenues", as defined in the Franchise Agreement, means any and all revenue derived from the sale or lease of any and all services and products, and all income of every kind and nature, related in any way to the franchised business, whether for cash or credit (and regardless of collection in the case of credit) and whether or not such sales are made at or by the franchised business, including revenue generated from the sale of memberships, goods, products, merchandise, services and advertising; except that "Gross Revenues" does not include any sales tax collected from your customers and tendered to any taxing authority.

Through our designated reporting software, we may have direct access to your financial information, including Gross Revenue information. Under the terms of the Franchise Agreement, we have the right to continuous, unrestricted access to your financial information, including all data and financial reports and we have the right to use any or all of this information for any purpose we deem appropriate, including in connection with Financial Performance Representations including in Item 19 of our franchise disclosure documents. If we change the method through which we collect financial information, we have the right to require you to prepare and send us Gross Revenues Reports (the "Gross Revenue Reports") in the manner and frequency we designate.

Note 3. All payments, unless we designate otherwise, are processed through an electronic funds transfer system ("EFT"). You must sign and deliver to us and our designees all of the documents, forms and information we require to authorize automatic payments to us for the Royalty, Marketing and Promotion Fund Contribution, Software Reimbursement Fees and other amounts due under the Franchise Agreement and any related agreement (the "Recurring Fees"). Currently, you must use the commercial billing service and its supplied computer program to process your member fees (including enrollment, monthly fees, and other payments) as we designate. You must instruct and authorize the commercial billing service to credit and transfer to our bank account the Recurring Fees, and all other fees you are required to pay to us under the Franchise Agreement. You are obligated to sign any and all consents and agreements we or our designee requires to implement our designated payment method. We reserve the right to change this payment method at any time, effective on 30 days' prior written notice to you, and we may require you to pay the Recurring Fees through any method and manner we designate. You must allow the POS provider and any commercial billing service provider to grant us access to all of your records, including databases and receivables. We will have full access to all of your data, system and related information by means of direct access, whether in person or by telephone/modem installed and maintained at your sole cost and expense.

Note 4. If any payment is not paid when due, you must pay interest on the unpaid amount at an APR of 18% (or the highest rate permitted in your state, if that is lower), and you must reimburse us immediately upon demand for all reasonable costs of collection relating to delinquent amounts, including court costs, investigator fees, expert witness fees and attorneys' fees. Interest begins to accrue from the date payment was due.

Note 5. These fees are subject to adjustment based on changes since the effective date of the Franchise Agreement in the annual average of the Consumer Price Index for All Urban Consumers ("CPI"), published by the Bureau of Labor Statistics of the United States Department of Labor, or the highest similar future index if these figures become unavailable.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Franchise Agreement

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee[1]	$49,600	Lump sum; non-refundable	When you sign the Franchise Agreement.	Us
Travel and Living Expenses While Training[2]	$1,500 to $2,000	As incurred	During training	Travel and lodging vendors
Real Estate and Improvements[3]	$37,000 to $50,000	As incurred	Before opening	Landlord and contractors
Computer System and Recommended Software [4]	$1,500	Lump sum	Before opening	Approved suppliers and other vendors
Furniture, Fixtures and Equipment[5]	$20,000 to $40,000	Lump sum	Before opening	Approved suppliers and other vendors
Signs[6]	$3,000 to $8,000	Lump sum	Before opening	Designated vendor
Miscellaneous Opening Costs[7]	$4,000 to $6,500	As incurred	Before and during opening	Suppliers, utilities, etc.
Opening Inventory[8]	$500 to $1,000	Lump Sum	Before opening	Approved suppliers and other vendors
Business insurance (including workers' compensation)[9]	$3,000 to $5,000	Lump Sum	As required by insurance policy	Insurer
Grand Opening Launch Advertising[10]	$5,000 to $8,000	As incurred	Immediately before, during and just after opening	Designated third party suppliers
Additional Funds – First 3 to 6 months[11]	$40,000 to $60,000	As incurred	After opening	Employees, suppliers, utilities, etc.
TOTAL[12]	**$165,100 to $231,600**			

All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. The above table reflects the estimated initial investment to commence operation of the Virtual FBBC Business, as well as the subsequent opening of the physical Outlet for the Fit Body Boot Camp franchised location, based on our current model and updated standards and specifications in effect as of the issuance date of this disclosure document. You will commence operation of the Virtual FBBC Business after you complete the initial training program.

(1) The Initial Franchise Fee is $49,600 and is described in greater detail in Item 5 of this Franchise Disclosure Document. If you pay the Initial Franchise Fee you will be responsible for paying any and all credit card processing fees. If you elect to pay the Initial Franchise Fee and later dispute the charge with your credit card company, you must reimburse us for all charges, costs and expenses we incur in

addition to any and all other damages available to us under the Franchise Agreement and applicable law. This fee is fully earned and non-refundable upon payment.

(2) As of the issuance date of this Disclosure Document, the initial training program for the FBBC Business is conducted both in person and remotely. The in-person training will either be held in California or Michigan, based on the month you attend. After you commence operation of the Virtual FBBC Business, you will complete the training program for the operation of the physical Outlet. The range in the chart is based upon two persons attending the initial training program in Chino Hills, California or at a designated Fit Body Boot Camp® location, as we designate. This range increases if you chose to bring additional persons to attend the initial training program.

(3) You must operate the retail Outlet in a stand-alone facility that can either be a free-standing building or an in-line located in a retail strip center. Our current model requires a facility with a minimum of 2,000 square feet and up to 3,500 square feet. Rent for your training facility will vary based on several factors, including square footage, location and condition of the space and lease arrangements. A security deposit and first month's rent are standard requirements for a commercial lease, but these requirements may vary. The Outlet must conform to our standards and specifications for appearance, layout and design. We may provide you our specifications for construction, remodeling and decorating the Outlet and general floor plans and interior layout and design. You must submit to us for approval all construction and design plans for adapting our specifications to your Location. It is your responsibility to ensure that all design, construction and remodeling work is performed and a competent and professional manner, in accordance with all applicable laws, rules, regulations and codes at your sole cost and expense. The costs incurred in connection with the design, remodeling, decorating and/or construction of the Outlet will vary greatly depending on a number of factors, including the size and location, as well as the amount of construction or remodeling needed and the prior use of the premises. At our option, you must employ any design, construction and remodeling professionals we designate. The cost of your build-out may be reduced by a Tenant Improvement ("TI") allowance or rebate from the landlord, which varies depending on the terms of each lease agreement. The figures above include the estimates for initial lease deposits, pre-paid rental amounts, and build-out and construction costs. If you obtain financing from a third party for some or all of the construction costs, you will also have to pay interest on the amount borrowed. You are strongly advised to consult with a business advisor to determine a more appropriate estimate of the real estate rental fees, costs and expenses you are likely to incur in the area in which you wish to open a franchised business before you sign the franchise agreement or a lease.

(4) You must purchase and use our designated Computer System and POS System, including the commercial billing service and its supplied computer program. This estimate includes fees related to our software reimbursement of $405 per month (which currently includes Fit Pro Newsletter, , Fit Pro Tracker, Fit Body Booking App, any or all of which may be changed or modified at any time as we designate), system hardware (inclusive of the following components: either: (A) desktop computer, and an iPad Pro 10.5 / 64 GB or an iPad 9.7 / 32 GB; or (B) MacBook Pro, iPad Pro; and (C) a bar scanner) and the Fit Pro Tracker POS System.

(5) You must purchase or lease fixtures, furniture and equipment necessary for the Outlet from our designated suppliers. Leasing these items may significantly reduce your initial investment expense by spreading out the costs over time. The estimate in the table assumes that you purchase, rather than lease, the furniture, fixtures and equipment. This figure includes an estimate for purchasing our required initial inventory of the following items: dumbbells, kettlebells, slam balls, resistance bands, AED unit, first aid kit, battling ropes, battling rope mounts, suspension straps and suspension training rig, small cones, speakers, equipment and Plyo-boxes. Shipping costs may vary.

(6) This represents the estimated expenses of acquiring interior and exterior signage for the Outlet. The quantity, size, type and cost of signs will vary substantially per lease space and in accordance to stipulations of each landlord and local governmental regulations. These figures include the estimated filing fees for obtaining the necessary sign permits. All signs containing the Fit Body Boot Camp proprietary marks must be created to our specifications and must be designed and fabricated by vendors designated

or approved by us.

(7) This includes estimates for security deposits, utility costs, incorporation fee and liability insurance. This also includes the projected cost to have a Fitness Trainer certified with a national personal trainer certification program (such as American Council of Exercise, or ACE). You must obtain a business license from your city or county and you must file a certificate with the appropriate government agency in your county or state indicating you will be doing business under our trademarks. You are strongly encouraged to work with a business advisor or attorney licensed in the area in which your franchised business will be located to investigate all applicable requirements and the costs associated with those requirements.

(8) This includes estimates for your initial inventory of posters, bulletin boards and brochures.

(9) The range of premiums anticipates an annual payment. As an independently owned and operated franchisee, you are responsible for all costs or liabilities arising from the operation of your Outlet, and it is imperative you carry adequate insurance to protect yourself. The currently required *minimum* coverage and limits of insurance are (i) General Liability at minimum limits of $1,000,000 per occurrence / $3,000,000 annual aggregate, (ii) Auto Liability at minimum limits of $1,000,000 combined single limit covering all owned, hired and non-owned vehicles, (iii) Workers' Compensation to meet the statutory coverage of the state where your Outlet is located; and (iv) employment practices liability insurance. To the extent permissible under law, these insurance requirements may be satisfied with a combination of primary, umbrella and/or excess policies. All insurance policies will name you as named insured and, except for Workers' Compensation policies, will name us and any of our subsidiaries and affiliates of these companies now existing or which may hereafter exist as additional insureds, including their employees, officers and directors on additional insured endorsement forms. All required insurance must be purchased from insurance companies of good reputation with a rating of "A VII" or better by A. M. Best Company. You must provide us with a Certificate of Insurance evidencing this coverage on an ongoing basis. The costs of premiums will vary based on location of the Outlet and any prior claim history.

(10) You must conduct a Grand Opening Launch advertising and marketing campaign in accordance with our requirements and specifications. If you deviate from our requirements and specifications, in addition to being in default of your obligations under the Franchise Agreement. Your costs may vary depending on the area in which your franchised business is located and the extent of your marketing campaign.

(11) Although we do not require minimum funds for you to start your business, there are some expenses you will incur when you begin operation of the Outlet, such as expenses associated with inventory, supplies and employees. It is always a good idea to have sufficient cash reserves available to cover initial operating expenses. The range in the chart estimates the additional funds you will need for your first 3 to 6 months of operation. The estimate of additional funds is based on an owner-operated franchised business. It includes payroll costs but does not include any allowance for owner's draws. \ We strongly encourage you to reach out to system franchisees to discuss their initial investment expenditure experiences for additional information.

(12) This estimates your initial startup expenses. These figures are estimates, and we do not guarantee that you will not have additional expenses starting the business. If you are operating an existing fitness facility and converting it to a Fit Body Boot Camp franchised location, or if you are purchasing an existing Fit Body Boot Camp franchised location, you may incur a greater or smaller investment than the estimated disclosed in the chart, depending on the circumstances and the condition of the facility.

All fees and payments due to us or any of our affiliates are non-refundable. The terms you negotiate with outside suppliers or third parties govern the refundability of all payments due to them. We do not finance any part of the initial investment. This estimate is based on the experience of our affiliates, certain franchised outlets, and principal officers in opening and operating Outlets. We strongly encourage you to reach out to system franchisees to discuss their initial investment expenditures for additional information and to review these figures carefully with a business advisor before making any decision to purchase the franchise, as system franchisees do not always share their investment cost experiences

with us.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General

You must develop and operate the Franchised Business in strict conformance with our methods, standards and specifications which we prescribe in our Manual and various other writings, all of which we may change at our sole discretion at any time (the "Manual"). As a System franchisee, you will be required to purchase or lease certain goods and services from suppliers and vendors that we designate in connection with the establishment, construction and build-out of the Franchised Business, and also on an ongoing basis in connection with the operation of the Franchised Business. We and/or our affiliates may become an approved supplier, and/or the only supplier, for any item, product, good and/or service at any time. We have the right to change our designations, including supplier designations, at any time.

We communicate these requirements and changes to you through the Manual or other written communications. We anticipate that our standards and specifications will change over time and you will be required to adhere to these changes. You may incur increased costs and expenses to comply with these changes.

You may only offer and sell the services and goods we designate or otherwise approve in writing, and only in the format and manner we authorize or designate. You must offer and participate in all programs, including promotional programs, we designate at your sole cost and expense. You must immediately discontinue offering for sale any item, product and/or service we disapprove in writing at any time. You must participate in all "new client lead generation programs", incentive programs, challenges, and similar programs we designate, including programs set up with third parties, in accordance with the standards, specifications and procedures we designate (the "New Client Lead Generation Programs"). You must strictly adhere to our designated processes and procedures relating to the methods used to offer, market and/or promote any and all New Client Lead Generation Programs, including use of designated marketing funnels, and restrictions on marketing funnels and methods not expressly approved by FBBC in writing. We may retain up to 100% of the one-time upfront fees paid by the prospect for these New Client Lead Generation Programs and "low barrier offers", which are designed to drive traffic and prospects into your business. Your goal is to convert prospects originated through the New Client Lead Generation Programs and low barrier offers to become a formal member of your Franchised Business. You must also participate in any other Fit Body Boot Camp website promotions we designate, including those hosted and managed by us on your Fit Body Boot Camp webpage. You must participate in any and all challenges we designate, including System-wide member challenges, and permit your members to join the challenge. We reserve the right to collect and retain registration fees from each participating member and we are not required to remit any of the revenues generated from such registration fees to you.

Required Purchases of Goods or Services, including Computer System

As stated above, you are only permitted to offer and sell the services, products and items we designate or approve for sale in connection with the operation of the Franchised Business (the "Fit Body Services and Products"). The Fit Body Services and Products must meet our standards and specifications. We have the right to require you to purchase some or all of the Fit Body Services and Products from us, our affiliates and/or other suppliers or distributors approved or designated by us. We have the right to require you to sell designated services, products and items in connection with the operation of the Franchised Business and you must comply with all such requirements.

You are not permitted to install or permit to be installed at the Outlet or in connection with the operation of the Franchised Business, any fixtures, furnishings, equipment, décor items, signs or other items that we have not designated or approved unless you first obtain our prior written consent. You must devote your full time and best efforts to the operation of the Franchised Business and you may not, under any circumstances, engage in any other business activities, including engaging in the sale of any products or services to Fit Body Boot Camp franchisees or licensees. If you do not follow these requirements, you will be in breach of your Franchise Agreement, which may result in a termination.

Without limiting these broad rights, we may require you to sell only the supplement products we specify, and we may require you to purchase the supplement products from our designated vendor, at any time in the future by providing written notice to you. We also have the right to directly or indirectly, including through our affiliates and licensees, offer and sell supplements, meals, and any other products and items through any means, including alternative channels of distribution. You are not entitled to any compensation or consideration on account of any such sales, including sales made to you members or customers located in your Territory.

POS and Computer System Requirements

You must purchase or lease our designated POS system from our designated supplier unless we designate otherwise in writing. You must enter into the agreements and licenses this supplier requires. You are responsible for all ongoing maintenance and repairs and upgrades. Currently, you must pay us a monthly Software Reimbursement to cover the ongoing costs of the POS system and other designated software and technology programs. We reserve the right to require you to pay these fees directly to the POS system provider or our designee at any time in the future effective on written notice to you.

In addition to the POS system, you must purchase, use and maintain a personal computer system for use at the Outlet (the "Computer System"). We may designate certain computer software and hardware be used in the operation of the Franchised Business. You must always maintain an e-mail account, connect the Computer System and POS system to a dedicated telephone line (or other communications medium specified by us), and have access to the Internet via a third-party network designated by us in the Manual or otherwise in writing. You must comply with our rules, regulations and specifications relating to the Virtual FBBC Business, which may include an obligation to purchase, maintain and use designated software from our designated supplier.

We have the right, in our sole discretion, to change these requirements, including POS System and/or Computer System, at any time on notice to you. You must comply with all changes within 30 days of your receipt of written notice of the change.

Neither we nor any of our affiliated entities are required to provide you with the POS System, Computer System, designated computer software, or communications media.

Branded Materials/Items

Any and all items bearing our marks (including signs) must be purchased by you only from vendors and suppliers designated or approved by us. Also, you must use in the development and operation of your Franchised Business those fixtures, equipment, supplies and signs we have approved as meeting our specifications and standards for appearance, function, design, quality and performance. You must place or display at the premises of your Outlet (interior and exterior) only such signs, emblems, lettering, logos, and display materials we approve in writing. All equipment leases will be between you and the lessor. Under no circumstances are you permitted to sign any lease as if you were us, or on behalf of us.

Again, you are not permitted to offer and sell any products, including supplements, through the Internet, mobile applications, or any other means.

Our affiliate derives revenue from franchisees' purchases of supplement products. We may also require you to purchase any and all branded products from us, our affiliate or our designee (as we designate) and to offer and sell these products for sale at your Franchised Business effective on notice to you. We and/or our affiliates may, but are not contractually obligated to, share revenues derived through the sale products, which may include meals and/or branded supplement products, with participating System franchisees who are in compliance with their franchise and other agreements.

Franchisor or its Affiliates Acting as Approved Suppliers

Except as otherwise stated in this Disclosure Document, we do not currently sell or lease any goods, services, supplies or equipment related to establishing or operating the Franchised Business. We and our affiliates reserve the right to become an approved supplier, including an exclusive supplier, of any item, good, product, or service, at any time without restriction.

Our affiliate entity FMM currently provides services to our franchisees, consisting of business coaching. Our affiliate entity ESI currently provides FitPro monthly, annual newsletters and certain software programs to our franchisees. Our affiliate entity ETI currently provides digital media traffic building services to our franchisees.

Except as disclosed in this Item, as of the issuance date of this disclosure document, neither we nor any of our affiliated entities are currently the approved suppliers of any other products or services you are required to purchase or lease in connection with your Outlet, but this may change at any time in the future.

One of our officers owns an indirect interest in each of our affiliates, including FMM, ESI, ETI, ENP, and ETH. Otherwise, as of the issuance date of this disclosure document, there are currently no other suppliers in which any of our officers owns an interest.

Approved Suppliers

In addition to the restrictions disclosed above, you must, at your own cost and expense, enter into agreements with suppliers we require or approve. You will receive a list of required and approved suppliers and required products and services through the Manual, as listed on the Fit Body Boot Camp Membership website, through later updates e-mail, or in any other manner of communication we designate. We will also notify you of any additions to or deletions from this list through any of these methods. We may change approved and required suppliers at any time. Without limiting this broad right, we may revoke our approval of any required product or service, or of any approved or designated supplier, at any time for any reason. If disapproved, you must immediately discontinue the offer and/or sale of the disapproved product or service, and you must immediately stop purchasing the item or service from the disapproved supplier immediately after receiving written notification of disapproval from us.

As of the issuance date of this disclosure document, in addition to the products and services you must purchase from our affiliates, we have designated exclusive suppliers for the following items and services: (i) Dollarmur Sports Surfaces to provide our franchisees with sports mats, (ii) quickbooks reporting software, (iii) Fit Pro Tracker to provide our franchisees with the POS System, (iv) NASM (the official nationally accredited personal and group training certification partner); (v) Fit Pro newsletter; (vi) indoor LED lighting; (vii) interior lobby wood wall supplier; (viii) print and promotional materials and interior expression wall (currently FBBCPrint.com) ; and (ix) certain fitness equipment. We reserve the right to change any or all of these requirements at any time.

We may designate single or multiple suppliers for any given item or service and may concentrate purchases with one or more suppliers. We may permit you to contract with alternate suppliers who meet our criteria, but we are not obligated to grant such permission.

Alternative Suppliers

If you want to purchase any product, service, good, equipment or supplies from a supplier or distributor that is not on our approved list, you may submit a written request for our approval of the supplier or distributor (except in instances where we have designated a sole supplier of any product, item, good, equipment, service or supplies), which we may grant or deny in our sole and absolute discretion. The proposed supplier's or distributor's product or service, as applicable, must confirm to our designated

standards and specifications, which may include the ability of the supplier to provide sufficient quantities of the product to the System. The supplier or distributor must also provide us with any information we request in order to analyze the supplier's or distributor's suitability, and the composition and conformity of the product and/or service to our standards and specifications. We will have the right to require our representative be permitted to inspect the supplier's facility and samples from the supplier to be delivered for evaluation and testing, either to us or to an independent testing facility we designate. You must pay us an evaluation and testing fee of $1,500. Our criteria for supplier approvals have been developed by us, our affiliates and/or principals through the expenditure of extensive work and time and are considered confidential information. Therefore, we do not make our standards and specifications or our other criteria for supplier or distributor approval available to our franchisees or suppliers. Within approximately 30 days after our receipt of the completed request, all information we require, and completion of the evaluation and testing (if required by us), we will notify you in writing of our approval or disapproval of the proposed supplier. Approval of a proposed supplier may be conditioned on meeting criteria we determine, including performance relating to frequency of delivery, standards of service, and payment or other consideration to us or parties designated by us. You or the proposed supplier will be responsible for all costs and expenses associated with the testing and approval process. As disclosed above, we may, at any time, terminate or withhold approval of any products or services, or any supplier of such items, on written notice to you.

You must not use in your Outlet, provide, display, sell or offer for sale any products or services from a proposed supplier until you receive our written approval of the proposed supplier and of the proposed product or service, as applicable. We may revoke our approval of specific products, services or suppliers at any time in our sole discretion, including if we determine in our sole discretion the products, services or suppliers no longer meet our standards. We may also consider the impact of an additional supplier (and consequent reductions in supplier volume and increase in distribution expense) on the overall supply chain being utilized by the system.

Upon receipt of written notice of such revocation, you must cease purchasing or selling any disapproved product or service, as applicable.

Issuance of Specifications and Standards

We issue specifications and standards regarding authorized Fit Body Services and Products to franchisees through the Manual and other communications in writing or by email. We also issue specifications and standards regarding authorized Fit Body Services and Products to our designated and approved suppliers in writing or by email. We may modify these specifications and standards at any time but only after delivering written notification of the modifications and providing System franchisees or suppliers a reasonable amount of time, which need not be more than 30 days, to implement the modifications.

You must obtain and maintain insurance coverage according to our specifications, as disclosed in more detail in Items 7 and 11. All marketing and promotional materials must be approved by us in writing before use. You must find a site that meets our standards and specifications for each Outlet you develop.

Revenue from Franchisee Purchases

We and/or our affiliates, may derive income, consideration, payments and other benefits on account of your purchase or lease of any products, services, supplies and/or other items from us or any supplier, including approved suppliers, affiliates, and/or designated suppliers. This income may be derived in any form, including as a rebate from various suppliers based on the quantity of System franchisee purchases. These amounts and consideration are subject to change without restriction. We and our affiliates may use these benefits for any purpose we deem appropriate. We and our affiliates are not obligated to remit any benefits to you and reserve the right to retain all such benefits. We and our affiliates may charge a mark-up on any products and/or services sold or leased to you by us and/or our

affiliates and/or any system supplier. There are no contractual limits on our ability to impose mark-ups.

Derived Revenue

In its last fiscal year ended December 31, 2021, we derived $112,297, or 1.39% of our total revenue of $8,070,910 from required purchases and leases. As of its fiscal year ended December 31, 2021, our affiliate FMM, derived $0 from required purchases and leases. As of its fiscal year ended December 31, 2021, our affiliate ESI, derived $44,520 from required purchases and leases. As of its fiscal year ended December 31, 2021, our affiliate ENP, derived $1,646,662 from required purchases and leases.

Purchases from us, designated vendors and approved suppliers (i) in establishing your Outlet will range from 21% to 26% of your total initial investment, and (ii) in operating your Outlet will range from 5% to 10% of your total monthly expenses.

Cooperatives; Purchasing Programs

We may establish national or regional purchasing programs for the purpose of negotiating purchases of certain products and/or services from approved or designated suppliers. The purchasing programs may (but are not required to) benefit you by reducing prices, increasing reliability in supply, improving distribution, establishing consistent pricing for reasonable periods and to avoid market fluctuations. If a national and/or regional purchasing program is established for the region where your Outlet is located, you must participate in the program. In the future we may negotiate purchase arrangements with suppliers of products for the benefit of franchisees.

We do not guarantee the availability of independent sources of supply for any particular product, item or service required to establish or operate your Outlet.

Currently, there are no purchasing or distribution cooperatives.

Negotiated Purchase Arrangements

We have negotiated equipment discounts with our designated suppliers for the following: sports mats, suspension trainers, battling ropes, supplements, meals, body composition analyzers as an optional affiliate revenue program (20% to 30% depending on products) for the benefit of Fit Body Boot Camp franchisees. We negotiated an arrangement with the System supplier of certain equipment under which the supplier pays us a rebate ranging from 5% to 10% of the invoice price. We reserve the right to modify these arrangements and amounts paid to us at any time without restriction.

Except as disclosed in this Item, as of the issuance date of this Disclosure Document, we have not established any purchasing arrangements with designated suppliers and do not currently receive payments on the basis of required franchisee purchases. We reserve the right to establish purchasing arrangements and vendor agreements and to receive payments on account of franchisee purchases at any time.

Material Benefits Based on Franchisee Purchases

We do not provide any material, special benefits to franchisees for particular products or services or using designated suppliers.

ITEM 9: FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

	Obligation	Section in franchise agreement	Disclosure document item
a.	Site selection and acquisition/lease	7.1, 7.2	,11
b.	Pre-opening purchases/leases	7.2, 7.3	8
c.	Site development and other pre-opening requirements	7.1, 7.2	7, 8, 11
d.	Initial and ongoing training	6.1-6.4	11
e.	Opening	4.2, 7.1, 7.2, 7.3	11
f.	Fees	4.1-4.8, 6.1-6.3	5, 6, 7
g.	Compliance with standards and policies/ operating manual	8.1-8.3	11
h.	Trademarks and proprietary information	8.8, 9.1-9.5	11,13,14
i.	Restrictions on products/services offered	3.2, 3.4, 8.1, 8.13	16
j.	Warranty and customer service requirements	8.1	11
k.	Territorial development and sales quotas	Not applicable	12
l.	Ongoing product/service purchases	7.3	8
m.	Maintenance, appearance and remodeling requirements	5.2, 7.2, 7.3, 8.5	7,
n.	Insurance	8.10	6, 7, 8
o.	Advertising	4.2, 4.3, 7.4, 8.8, 8.13,10.1, 10.2	6, 7,11
p.	Indemnification	16.2	6
q.	Owner's participation/management/staffing	3.6, 6.1, 6.2, 6.3, 8.1, 9.2,, 18.1(m)	11,15
r.	Records and reports	8.7	6
s.	Inspections and audits	8.7, 8.11	1,6,11
t.	Transfer	12.1-12.7	17
u.	Renewal	5.2, 5.3	17
v.	Post-termination obligations	11.2, 15.1, 15.2	17
w.	Non-competition covenants	11.1-11.3	17
x.	Dispute resolution	14.1-14.6	17
y.	Compliance with anti-terrorism and other federal laws	16.12	Not applicable
z.	Personal Guarantee	Appendix 1	Not applicable

ITEM 10: FINANCING

Neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease or obligation of yours, or has any practice or intent to sell, assign or discount to a third party all or any part of any financing arrangement of yours.

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

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

Franchise Agreement

Our Pre-Opening Obligations and Assistance

Before you commence operation of the Virtual FBBC Business, we will do the following:

(1) Provide you with an online initial training program designed to train you to operate the Virtual FBBC Business; and

(2) Will provide to you, on loan, one copy of the confidential Manual (see section 8.2 of the Franchise Agreement). We may provide this copy electronically, including through email or intranet access, or any other method we designate.

Before you open your physical Outlet, we will do the following:

(1) Designate your franchise territory (see section 3.1 and Exhibit 1 of the Franchise Agreement).

(2) Provide your Initial Training Team (as defined below) with our then-current initial training program for the physical Outlet at the place we designate (see section 6.1 of the Franchise Agreement and the Training Program described below in this Item 11). Your Initial Training Team must successfully complete initial training to our satisfaction before you can open your Outlet.

(3) Provide you with a sample general plan for a prototypical layout at your request; furnishing and equipping of your Outlet (see section 7.2(a) of the Franchise Agreement). You must, at your expense, adapt the suggested specifications to the Outlet premises and construct and build-out the Outlet in accordance with our standards and specifications and all applicable laws, rules and regulations. You must perform all necessary construction of the Outlet and you must purchase and install all fixtures, equipment and signs designated by us at your expense. Regarding necessary equipment, signs, fixtures, opening inventory and supplies, we do not provide any of these items directly nor do we deliver or install these items, but we do provide the names of approved suppliers of these items and we do provide written specifications for these items.

(4) Provide you with site selection guidelines, and communicate our acceptance or rejection of your proposed site for your Outlet (see section 7.2(b) of the Franchise Agreement). You and your landlord may be required to complete and sign a rider or addendum to the lease that: (i) restricts the use of the premises solely to the operation of the franchised Outlet; (ii) prohibits you from subleasing or assigning all or any part of your rights or extending the term of or renewing the lease agreement without our prior consent; (iii) provides us with the right to enter the premises to make modifications necessary to protect the marks or the System, or to cure any default under your Franchise Agreement or the lease agreement; (iv) grants us an option to assume your position as lessee under the lease for the Outlet premises if you are in material default of either the lease for the Outlet premises (including an obligation of the landlord to notify us if you are in default) or the Franchise Agreement; (v) requires the landlord to fully cooperate with us in completing de-identification of the Outlet if the Franchise Agreement is terminated or expires without being renewed; and (vi) includes any other provision we believe is necessary to protect our interests. You have 90 days after signing the Franchise Agreement to locate an acceptable site for your Outlet. We will notify you of our consent to or disapproval of the proposed site for your Outlet within 10 business days after you have identified this location to us. If you are unable to locate an acceptable site within 90 days after signing the Franchise Agreement or opened the Outlet within 180 days after signing the Franchise Agreement, we can cancel the Franchise Agreement (see section 7.2(a) of the Franchise Agreement). The factors that we consider in consenting to a site for the Outlet include general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings and lease or rental terms. We do not typically own and lease to you the premises on which the Outlet will be located. We do not assist you in conforming the premises of the Outlet to local ordinances and building codes or obtaining any required permits.

Length of Time to Open the Outlet

We estimate the typical length of time between the signing of the Franchise Agreement and the opening of your Outlet will be approximately 180 days. Factors that may affect this length of time include the

satisfactory completion of initial training by your designated attendees, location of an acceptable site, ability to obtain an appropriate lease, financing arrangements, compliance with zoning and local ordinances, weather conditions, shortages, the contractor's ability to complete construction of the Outlet, and delivery and installation of equipment, fixtures and signs. If you have not located a site for your Outlet that is acceptable to us within 90 days after the effective date of your Franchise Agreement (required by section 7.1(a) of the Franchise Agreement), we may cancel the Franchise Agreement. If we do so, we are not obligated to refund your Franchise Fee or any other amounts you have paid us up to the date of cancellation.

Our Obligations during the Operation of the Franchise

During the operation of the Franchised Business, we:

(1) Will provide you with access to, and integrate information about your physical Outlet into, the Fit Body Boot Camp website (see section 6.2 of the Franchise Agreement).

(2) Will be reasonably available by phone and e-mail for guidance to provide you with advisory assistance in the operation of your Outlet (see section 6.2 of the Franchise Agreement). We do not provide you with assistance in hiring, supervising or discharging employees and we do not exercise direct or indirect control over your employment practices. It is entirely your responsibility to handle employment matters and you are strongly advised to consult with an employment attorney to advise you on appropriate and legally compliant employment practices.

(3) May visit you periodically to provide additional sales and administrative review and assistance. If you request additional assistance and we agree to provide it, you must reimburse us for the cost of our representative's transportation and lodging. We may, at our discretion, charge an additional training fee of up to $750 per person per day for Fit Body Boot Camp training courses, seminars, conferences or other programs that we require you or your representatives to attend. The nature, frequency and duration of this assistance by our representatives will be in our sole discretion (see section 6.2 of the Franchise Agreement).

(4) Will notify you if the general state of repair, appearance or cleanliness of your Outlet or its fixtures, equipment or signs do not meet our standards, and specify the action you must take to correct the deficiency (see section 8.11 of the Franchise Agreement).

(5) May conduct a system-wide mandatory meeting (or annual convention) not more than once a year (typically no more than 2 days in duration). As of the issuance date of this Disclosure Document, we anticipate offering a bi-ammual system-wide meeting or conference. Attendance of the General Manager at these meetings will be mandatory (and is highly recommended for all your Principal Equity Owners). You must pay the cost of travel, hotel and meal expenses for your attendees at these mandatory meetings (see section 6.3 of the Franchise Agreement). We reserve the right to charge an attendance fee for your attendance at the meetings, which will not exceed $2,000 per person. As of the issuance date of this Disclosure Document, the attendance fee is $399 per attendee.

(6) May recommend retail prices for Fit Body Services and Products and other products and services we authorize for sale at your Outlet (to enhance uniformity in the delivery of goods and services to retail customers by our franchises and the strength of our Marks in inter-brand competition), and if we do so, you may not advertise or promote (whether by telephone, printed materials or any other media, including, without limitation, social media) retail prices that are inconsistent with these recommended prices (see section 8.1(c) of the Franchise Agreement).

Advertising Program for the Franchise System

We are not required to spend any amount on advertising in your area or Territory. You must pay to us

or our designee a monthly Marketing and Promotion Fund Contribution of $500 per month (section 4.3(a) of the Franchise Agreement). Fit Body Boot Camp retail outlets owned by entities affiliated with us (if applicable) will contribute Marketing and Promotion Fund Contribution at the same rate that Fit Body Boot Camp franchisees do. While we are not contractually required to spend any Marketing and Promotion Fund Contribution in or near your Outlet, we strive to expend amounts in the area near or surrounding your Outlet. None of the Marketing and Promotion Fund Contributions paid to us are refundable at any time, including upon termination or expiration of the Franchise Agreement.

Marketing and Promotion Fund Contribution collected from Fit Body Boot Camp franchisees and any earnings on any such fees collected are used to meet the costs of producing, maintaining, administering, directing, conducting, and preparing of national, regional and local advertising, marketing, and related programs, materials and services, including, without limitation, digital and traditional media, public relations services and materials, network advertising, market research, printing costs, and promotional campaigns, and any other activities which we believe will enhance the image of the System. We will determine, in our sole discretion, the cost, form or media, content, format, production and timing, including regional or local concentration and seasonal exposure, location and all other matters involving advertising, public relations and promotional campaigns.

Marketing and Promotion Fund Contribution are deposited into a separate bank account. This account will not be subject to audit, and no interest on the amounts on deposit will be imputed for your benefit or paid to you. Administration of the Marketing and Promotion Fund Contribution may result in either a surplus or a deficit. In any given year, we may expend an amount that is greater than or less than the aggregate contributions collected during that year. We have the right to borrow from lenders, including from us or affiliated lenders. We or our designee will administer the expenditure of Marketing and Promotion Fund Contribution and we will have the sole right to determine all aspects of the programs and materials financed by the Marketing and Promotion Fund Contribution, including national, regional and/or local media, materials, concepts, sponsorships, endorsements and programs. Without limiting this broad discretion, we may engage third party or related party agencies to administer or otherwise provide services in connection with the expenditure of Marketing and Promotion Fund Contribution. While our goal is to maximize general brand recognition, awareness and goodwill associated with the Marks for the entire System, we cannot assure you that you or any particular franchisee will benefit directly or pro-rata from any expenditures of Marketing and Promotion Fund Contribution. We have no obligation to spend any amount on advertising, marketing or promotional activities in your area. We and/or our designee will have the right to receive a fee in administering Marketing and Promotion Fee expenditures of up to 15% of the annual aggregate Marketing and Promotion Fund Contribution, and we will have the right to recover our costs and expenses incurred in administering the fund expenditures. Marketing and Promotion Fund Contributions may be used to pay salaries, travel and other expenses of our or our designee's employees whose services are provided in connection with the use, administration, collection and expenditure of Marketing and Promotion Fund Contribution. We do not act as a trustee or in any other fiduciary capacity.

We intend to use digital media (Internet), social media (Facebook, Instagram, Twitter, *etc.*), and targeted print media in our marketing and advertising efforts, but we are not limited to these types of media. In the future, we may use local radio and television advertising, and we reserve the right to use other media to market and promote the Brand. We may be using in-house advertising personnel to do this, and we may hire advertising and public relations firms to assist us in these efforts.

We may provide general advertising programs and sales promotion, campaign and sample advertising materials. You may develop advertising materials for your own use, at your own cost, however, before you use any such materials, you must provide to us, in advance of use, your proposed materials for our prior approval, which we may grant or deny in our sole discretion. You grant us the right to use the name, image and likeness of you, all Principal Equity Owners and any of your affected employees, for commercial purposes in connection with the marketing and promotion of the Marks, Fit Body Boot Camp Services and Products, any Fit Body Boot Camp Outlet and the Fit Body Boot Camp system (see section 9.1(d) of the Franchise Agreement).

We also intend to work with third party promotional companies (e.g. Groupon) to develop New Client Lead Generation Programs to develop new clients for Fit Body Boot Camp franchisees. We may use in-house personnel to set up and administer the New Client Lead Generation Programs and we will incur expenses to do so. We will retain up to 100% of the revenues generated from any New Client Lead Generation Program, including as reimbursement for set up and administrative expenses. You should follow the sales conversion program described in the Manual for new client leads generated from the applicable program to convert leads into new clients of yours, thereby generating additional revenues paid to you from those clients (see section 4.4 of the Franchise Agreement). We may require you to purchase and use our designated or approved suppliers for member and client lead generation and/or lead conversion services. We may disapprove any supplier of these types of services. You are not permitted to purchase any product or service from any disapproved supplier.

During our fiscal year ended December 31, 2021, we expended Marketing and Promotion Fund Contribution funds as follows: (a) 7.48% on public relations and marketing expenses, (b) 89.15% on advertising expenses/online/social media, (c) 3.37% on promotional expenses.

If we do not expend all Marketing and Promotion Fund Contribution collected for one year, the amount remaining would be retained for future advertising, marketing and promotion. If you request in writing in January or February an accounting of Marketing and Promotion Fund Contribution, we will provide you with an unaudited statement generally describing the annual receipts and expenditures of Marketing and Promotion Fund Contribution during the calendar year that just ended within 45 days following the completion and issuance of such unaudited statement.

None of the Marketing and Promotion Fund Contribution will be used primarily for the solicitation for new franchise sales, although we may generally expend funds to promote the Fit Body Boot Camp brand in such ways, methods and using the media as we may decide in our sole discretion. We reserve the right to include a notation in any and all advertising and materials created through use of Marketing and Promotion Fund Contribution that indicates franchise opportunities are available.

Advertising Councils

We do currently have a franchisee advisory council that provide us with advisory input on advertising policies. Members are franchisees who either nominate themselves or who are nominated by fellow franchisees, with final appointment by our executive team. The council serves in an advisory capacity only, and we have the right in our sole discretion to dissolve the council.

Advertising Cooperatives

We do not have the right to establish local or regional advertising cooperatives for Fit Body Boot Camp franchised businesses in your local or regional area.

Grand Opening Marketing and Advertising Expenditure Requirement

You must conduct a Grand Opening Launch Campaign in accordance with our standards, specifications and requirements, to promote the opening of your franchised business and you must expend between $5,000 and $8,000 in connection with this campaign, as we designate. Within three months after the date you open the Outlet, you must send us evidence as we require to verify your compliance with the Grand Opening Launch Campaign and expenditure requirements. (see section 4.3(c) of the Franchise Agreement).

Local Advertising Requirements

Beginning on the date the Outlet opens for business, we require that you spend each month, $500 on the local advertising and promotion of your Outlet (see section 4.3(d) of the Franchise Agreement).

On a national or regional basis, we may impose an additional assessment on all affected Fit Body Boot Camp franchisees for special advertising or promotional activities if 2/3 of all affected franchised Outlets agree to this additional assessment, confirmed in writing by each franchisee (see section 4.3(e) of the Franchise Agreement).

You may not establish or maintain any website, social media site or presence and/or mobile or internet based applications (or any comparable future developed technology). We have the right to establish and implement social media guidelines and policies at any time, and we have the right to discontinue, modify and supplement any social media guidelines and policies as we determine in our discretion. You must comply with any and all established social media guidelines and policies, and you are responsible for ensuring that your managers and employees comply with the guidelines and procedures.

Pricing and Promotion Requirements

We reserve the right to require you to offer services, memberships, and products at prices not to exceed the prices we publish from time to time, to the fullest extent permitted under applicable law. We reserve the right to require you and other System Outlets to offer and participate in all promotions we designate at any time, including charitable promotions, at your sole cost and expense. We may require you to promote and offer one or more awards to challenge winners in accordance with our specifications. You are responsible for ensuring compliance with all applicable laws, rules and regulations.

POS System and Computer Hardware and Software Requirements

You must use the web-based management software and electronic cash register system provided by our designated vendor, currently, FitPro Tracker. We reserve the right to change our designated vendor at any time and you will be required to comply with any such changes. Currently, the monthly Software Reimbursement covers FitPro Tracker's current ongoing fees for licensing and support services. This fee currently includes upgrades and system maintenance and technical support. The fees and costs are subject to change and may increase. You must purchase a credit card processor and digital signature pad compliant with the then-current web-based management software system. FitPro Tracker currently provides software support through its helpdesk and software upgrades, which is subject to change in the future. You are responsible for hardware repairs and replacements of components and software that are not covered under warranty. The software licensed by FitPro Tracker is FitPro Tracker's proprietary property. As of the issuance date of this Disclosure Document, the FitPro TrackerPOS system is the only approved POS system for use for franchisees purchasing a franchise under this disclosure document, however we reserve the right to change this requirement at any time following the issuance date without restriction.

FitPro Tracker currently maintains customer data for purposes of billing the customers' enrollment and monthly membership fees. We have independent access to this data via the FitPro Trackersystem. We have the independent right to access the data on your POS System and Computer System throughout the term of your franchise agreement without restriction. We may use this information for any and all other lawful purposes. There are no contractual limitations on our right to access this data.

In addition to the POS System, you must purchase, use and maintain a Computer System (including all related hardware and software) as specified in the Manual or otherwise by us in writing for use at the Outlet. We anticipate the expense for you to purchase or lease the Computer System and the POS System will be approximately $1,500. You must always maintain an e-mail account, connect the Computer System to a dedicated telephone line (or other communications medium specified by us), and have access to the Internet via a third-party network designated in the Manual or otherwise by us in writing. We estimate that the annual cost for you to provide maintenance, repairs or updates to the Computer System will not exceed $1,000, but this is just an estimate as these costs are controlled by third parties and factors outside of our control. We have no contractual obligation for maintenance, repairs, updates and upgrades to your Computer System or related hardware and software. If we update

the Computer System requirements, we will provide you with written notice of the update requirements and you must incorporate the updates at your sole cost and expense when you receive the notification or within the time period we designate in the notification. You must allow us and/or our designated affiliate independent access to the Computer System on a daily or other basis at such times and in such manner as established by us or our designated affiliate, with or without notice, and to retrieve transaction information including sales, sales mix, usage and other operations data as we or our designated affiliate deems appropriate. You must always have and maintain adequate anti-virus software in any computer you use to communicate with us directly or through our master web site (see section 8.4(b) of the Franchise Agreement).

We may identify and designate additional and/or updated computer software that must be used in the operation of the POS system and/or Computer System. When we do so, you must license or sublicense such software from or our designated vendor and enter into a software license agreement on the designated vendor's then-current form (see section 8.4(c) of the Franchise Agreement).

We reserve the right to change the computer system requirements, electronic cash register systems, the POS system and the designated suppliers for any of these items and/or services at any time. We will provide you with advance notice of any required changes. You will not be required to update or replace a POS system any more frequently than once each year.

Regardless of any changes in the computer and/or POS System, we must always have independent access to your POS system and there are no contractual limits on our independent access to the information and data stored on your POS system. You are responsible for all ongoing maintenance and repairs and upgrades.

Brand Standards Manual

We will loan you a copy of our Manual, which may be provided in electronic format. As of the issuance date of this disclosure document, our Manual contains a total of 83pages (see section 8.2 of the Franchise Agreement). The Manual contains mandatory and suggested specifications, standards and procedures for operation of your Outlet.

We expect to modify the Manual, and you must comply with any changes when you receive them. The Manual is confidential and remains our property.

The following is the Table of Contents of the Manual as of the date of this disclosure document:

Topic	Number of Pages
SECTION 1 - GENERAL INFORMATION 1. The Purpose of the Manual 2. How to Use This Manual 3. The Fit Body Boot Camp Story	4

Topic	Number of Pages
SECTION 2 - THE FRANCHISE RELATIONSHIP 1. The Franchisee/Franchisor Relationship 2. Our Responsibilities 3. Your Obligations 4. Establishing Your Business Entity 5. Transfer Your Franchise Agreement	27
SECTION 3 - OPERATIONAL STANDARDS 1. The Importance of Standards 2. The Standards	5
SECTION 4 - PERSONNEL 1. Overview and Disclaimer 2. Laws and Requirements 3. Job Descriptions 4. Lead Sources for Hiring	4
SECTION 5 - FACILITY OPERATIONS BEST PRACTICES 1. Overview 2. Fit Body Boot Camp Sessions 3. Fit Body Boot Camp Service 4. Successful Coaching Techniques 5. Retail 6. Daily Activities	14
SECTION 6 - SALES 1. Competition 2. Pre-Sale 3. Membership Rates 4. Sales Objections 5. Sign Them Up 6. Retention	4

Topic	Number of Pages
SECTION 7 - CRISIS MANAGEMENT 1. Defining a Crisis 2. Crisis Communication	3
SECTION 8 - FACILITYADMINISTRATION 1. Key Performance Indicators (KPI) & Profitability 2. Managing the Numbers 3. Inventory Control 4. Risk Management 5. PCIDSS Compliance	13

TRAINING PROGRAM

The initial training program we currently offer as of the issuance date of this disclosure document, which is subject to modification at any time, consists of the following:

Virtual FBBC Business Training

Subject	Hours of classroom training	Hours of on-the-job training	Location
Virtual Fit Body Academy Platform	17	0	Virtual Training accessible via remote access (or, at our option, at our HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate)
TOTAL	17	0	

We provide you an initial training program that covers material aspects of the operation of the Franchised Business. The topics covered under our current program are listed in the chart below.

Subject	Hours* of classroom training	Hours* of on-the-job training	Location***
Day 1			
Observe and experience Fit Body workout experience	0	2	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Coaching Call
Role play New Client Onboarding process	2	0	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body

Subject	Hours* of classroom training	Hours* of on-the-job training	Location***
			Boot Camp® location, as we designate; Coaching Call
Role play mock sessions	1.5	0	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call; Manual
Observe and practice “off the mic coaching” and “on the mic coaching”	0	3	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call; Manual
Software Overview	1	0	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call; Manual
Day 2			
Practice running sessions with in-person clients	0	2	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate
Business operations training	3	0	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Coaching Call
Software training	2	0	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate, Coaching Call
Team Expectations / Duties	1	0	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate, Manual, Coaching Call
Day 3			
Coaching Expectations			On-site at a FBBC Location nearby Chino Hills, CA , Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call; Manual
Creating Culture & Community with Clients			On-site at a FBBC Location near Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call; Manual

Subject	Hours* of classroom training	Hours* of on-the-job training	Location***
Workout Expectations			On-site at a FBBC Location near Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call; Manual
Sales strategy overview	1	0	On-site at a FBBC Location near Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call; Manual
Selling Supplements	1	0	FBBC HQ in Chino Hills, CA , Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call
Day 4			
Strategy session (sales) roles play	2	0	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call
Nutrition & Goal Setting Session	1	0	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call
Overcoming Objections in Sales	1	0	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call
Client Experience	1	0	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call
Team Culture & Creating Culture of Feedback	1.5	0	FBBC HQ in Chino Hills, CA, Berkley, Michigan, or at another Fit Body Boot Camp® location, as we designate; Fit Body Boot Camp Membership Website; Coaching Call
TOTAL	**19**	**13**	

* Note: These are estimated hours and we have the right to change the initial training program at any time. ***We may require that all initial training, including Virtual FBBC Business Training, be held in-person, virtually, or through a combination of both virtual and in-person training, at our discretion and as we

designate.

As of the issuance date of this Disclosure Document, we offer the initial training program, Fit Body Boot Camp University (the "FBBC University"), on a quarterly basis. The initial training program is typically offered each quarter in Chino Hills, California, or Berkley, Michigan, however we may require you to attend FBBC University virtually or at another Fit Body Boot Camp® location, as we designate. You (if you are a legal entity, one of your Principal Equity Owners) must attend and successfully complete the initial training program that is offered in the calendar quarter immediately following the date you signed the Franchise Agreement. Additionally, one of your managers must, and one of your fitness trainers may, attend a one-day training session on the day we designate during the FBBC University. Except as disclosed below, we do not charge for the initial training program. You must, however, pay for all travel costs, salaries (if applicable) and living expenses for yourself, your manager and your trainers incurred in attending training. These costs (not inclusive of salaries) are estimated in Item 7. You are responsible for training your own employees and management personnel.

The failure of your Initial Training Team to successfully complete the initial training program may result in the termination of your Franchise Agreement; provided however that if your designated General Manager fails to complete initial training satisfactorily, you will have the option of designating a replacement approved by us to complete initial training. You must then reimburse us for our costs in providing this replacement training plus a training fee of $750 per day per person of training.

The instructional materials used in initial training may include content on any platform we designate and may include documents, training videos and webinars, content that may exist on the Fit Body Boot Camp Academy website, and content from the Manual. Live multi day training is provided by Fit Body Boot Camp Business Coaches at a Fit Body location, either in Mission Vejo, California or Berkley, Michigan, as we designate and we reserve the right to provide the training virtually. Our principal Business Coaches are Barret Henson and Bryce Henson. Barret Henson has been with us for 3 years and has 7 years of experience in the industry and Bryce Henson has been with us for 4 years and has 10 years of experience in the industry. The principal Business Coaches are assisted by our operations staff, Coaching and Profitability (CAP) Coaches and other employees.

You will also be required to attend and participate in the weekly New Owner Coaching Webinars and/or training calls in the first 90 days after you sign the Franchise Agreement to review all the initial business and training concepts available at the Membership website and in the Manual to support the launch and operations of your Fit Body Boot Camp location, thus completing your Initial Training.

Additional Training

All Fitness Trainers must also obtain and maintain in good standing fitness certifications provided through Fit Body Boot Academy and on-line at *www.fitbodybootcamp.learnupon.com*. Details and costs of Fit Body Boot Academy courses and fitness certifications are contained in the Manual.

Additional on-site training at your Outlet may be provided when you open your Outlet, subject to our availability. We may provide you with proprietary information and related materials for use in training your staff. These materials are our sole property and must be returned to us when you are finished with them.

We may require you to attend additional training programs or refresher courses in person, or virtually (as we designate), at any time during the term of your Franchise Agreement. Additionally, you can request additional on-site training and/or assistance at any time. We may provide additional training at our option and subject to our availability, but the Franchise Agreement does not require us to do so. We have the right to charge you for additional training we require or that you request. Currently, our additional training fees are assessed on a daily basis at a rate of $750 per day per person trained. Additionally, if you decide to attend the additional training at our headquarters, currently Chino Hills, California, or at another training center we designate or approve, you must pay all travel and living

expenses for each person you send to the additional training.

Not more often than once each year, we may conduct a system-wide meeting or series of regional meetings to discuss Fit Body Boot Camp business activities or other matters relating to the Franchised Business. We anticipate holding these system-wide meetings or conferences on a bi-annual basis, but reserve the right to hold it annually. Attendance of the General Manager at these meetings will be mandatory (and is highly recommended for all your Principal Equity Owners). We may limit the number of your attendees at these meetings. You must pay the cost of travel, hotel and meal expenses for your attendees at these mandatory meetings. We reserve the right to charge a registration fee for your attendance at the annual meeting or convention, which will not exceed $2,000 per person. As of the issuance date of this Disclosure Document, the attendance fee is $399 per attendee.

You must pay all the expenses (including transportation costs, meals, lodging and other living expenses) incurred by your trainees who attend the Initial Training Program and any other training, conferences, conventions or other meetings (see sections 6.1(e), 6.2(f) and 6.3 of the Franchise Agreement).

ITEM 12: TERRITORY

Franchise Agreement

Virtual FBBC Business

You are not granted any territory rights or protections in connection with your operation of the Virtual FBBC Business. We have the right to directly or indirectly, including through our affiliates, licensees and other franchisees, to market, promote, offer, sell and provide virtual fitness classes and other products and services through the Internet, remote access media, social media platforms and any other future developed channel without restriction. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We may restrict your advertising, promotional and marketing activities relating to the operation of the Virtual FBBC Business and we may limit your ability to offer Virtual FBBC Classes to customers residing in your Territory (as defined below). To the fullest extent permissible under applicable law, we may designate minimum and maximum pricing for virtual membership and online training services.

Physical Outlet

Each Franchise granted is for one Outlet only, at a location we approve. We do not select your site, it is your obligation to find and secure a site that meets our standards and specifications, and to obtain our approval of the site and the lease or other agreement to secure the site. Once you secure an approved location for your Outlet, it will be listed in Exhibit 1 of the Franchise Agreement and we will designate your approved territory ("Territory").

We will determine the size and boundaries of the Territory, within our discretion, based upon factors including geographic area, population density, location and the number of competing businesses in the surrounding area, and other factors. A typical approved Territory will cover an area varying from ¼ mile to 3 miles surrounding your Outlet location. We may grant a Territory of less than a ¼ mile to 3-mile radius based on the demographics of the area in which your Outlet is located.

If you do not commit a default that remains uncured beyond all applicable notice and cure periods, we will not license another person or entity the right to open a physical Fit Body Boot Camp franchised outlet within your Territory, nor will we or any of our affiliated entities operate an Outlet, within your Territory. Except for this limited protection, your franchise is not-exclusive. You are not granted any options, rights of first refusal or similar rights to acquire additional Outlets.

You may face competition for customers from other Fit Body Boot Camp franchisees located near your Territory or from other channels of distribution for Fit Body Boot Camp Services and Products.

We have the unlimited right to establish Outlets anywhere outside of your Territory, regardless of proximity. We will describe your Territory in Exhibit 1 when we approve your proposed location for the Outlet.

You may relocate your Outlet with our written consent, which will not be unreasonably withheld. Not less than 90 days before the desired date of relocation (unless prior notice is impractical because of a required relocation in which event your notice must be given as soon as possible), you must make a written request for consent to relocate, describing the reasons for the relocation and providing complete written details respecting any proposed new location. Within 20 business days after we receive your request, we will either approve or disapprove in writing such closure or relocation in our sole discretion. If we disapprove of a proposed relocation, you may request an alternative proposed new location. If we approve the relocation request, you must pay us a relocation administration fee of $500.

We retain all rights that are not expressly granted to you under the Franchise Agreement. Without limiting this broad retention, and without granting you any rights therein, we and our direct or indirect affiliates reserve the right to:

(a) use other channels of distribution, such as the Internet, social media outlets, catalog sales, telemarketing or other direct marketing sales, to make sales of any product or service anywhere including within your Territory using our principal trademarks and under trademarks differ from the ones you will use under the Franchise Agreement. If we solicit or accept orders from inside your Territory through other channels of distribution, we are not obligated to pay you any compensation; and

(b) merge with, acquire, or be acquired by any business of any kind under other systems and/or other marks, which businesses may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute, goods and services through franchised or non-franchised businesses, at wholesale or retain, within and outside of the Territory.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

As stated above, we may restrict your advertising, marketing and promotional activities relating to the Virtual FBBC Business, including within your Territory. You must comply with our specifications, rules and regulations relating to advertising, marketing and promoting the Virtual FBBC Business.

With respect to your physical Outlet, although you are not restricted from providing Fit Body Boot Camp Services and Products to customers of your Outlet who reside outside your Territory, you are restricted from advertising outside your Territory unless you obtain our prior written consent. We understand that many forms of advertising (such as radio and print ads in publications) may reach into territories of other Fit Body Boot Camp franchisees. We may condition our approval on, among other things, your agreement to offer other Fit Body Boot Camp franchisees who are operating franchised locations in the area encompassed by the circulation base of the proposed advertising the opportunity to participate in, and share the expense of your solicitation and/or advertising. You may not engage in any mail order solicitations, catalog sales, telemarketing or television solicitation programs, or use any other advertising media outside of your territory without our prior written approval.

You may not offer or sell Fit Body Boot Camp products or services directly or indirectly through other channels of distribution, including the Internet, except as authorized by us in the Manual or otherwise in writing, and then, only in accordance with our designated standards, specifications and procedures.

We or our designee will publish all website content and we may provide you with a presence on our master web site (www.fitbodybootcamp.com) and if we do this, you must participate in this web site. We or our designee will maintain the “Uniform Resource Locator” (or “URL”) and you may never own any Internet domain name that contains any of the Marks. Under no circumstances are you authorized to establish your own personal websites (including social media sites) for the purpose of advertising your Franchised Business or our principal trademarks.

We have not established and do not intend to establish company-owned, physical retail outlets selling Fit Body Boot Camp services and products in your Territory. Although we have no current plans to do so,

we and our affiliated companies reserve the right to offer and sell other types of franchises that are not directly competitive with the Fit Body Boot Camp franchise and to develop other systems involving similar or dissimilar services or goods, under dissimilar service marks, trademarks and trade names belonging to us, without granting you any rights in those systems.

ITEM 13: TRADEMARKS

We grant you the right to operate a franchised business using the System, which is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin (the "Marks") as are designated by us in writing for use in connection with the System.

The current marks you are licensed to use to identify and operate the Outlet are provided below:

REGISTRATION NO.	EFFECTIVE DATE OF REGISTRATION	MARK
3852206	September 28, 2010	FIT BODY BOOT CAMP
5329068	November 7, 2017	FIT BODY BOOT CAMP

There are presently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, nor any pending interference, opposition or cancellation proceedings involving our trademarks. There are no agreements currently in effect that significantly limit our rights to use or license the use of trademarks listed in this Item in a manner material to the franchise. There is no pending material federal or state court litigation regarding our use or ownership rights in the trademarks. All required affidavits have been filed. No trademark registration has been renewed yet.

All trademarks are owned by our affiliated company ETH, which granted us a trademark license (the "Trademark License") and exclusive right to use and franchise the principal trademark and associated trade names, trademarks, service marks, logotypes and other commercial symbols and copyrights and proprietary materials in the United States by and to operators of Fit Body Boot Camps. The Trademark License does not contain any significant limitations on our right to use or license the trademarks to you, and will continue for a term of 25 years, with the right to renew the Trademark License for additional consecutive periods of 25 years. If the Trademark License were to be terminated, (i) we would have the right to change the name under which we and our franchisees operate and continue to operate and license the existing Fit Body Boot Camps under a different name, or (ii) Fit Body Boot Camp franchisees would have the right to continue to use the Marks while operating their franchised Outlets for not less than the existing term of their Franchise Agreements. Except as described above, no agreements limit our rights to use or license the use of the trademarks.

You must follow our rules when you use the trademarks. You cannot use a name or mark as part of a corporate or legal entity name or with modifying words, designs or symbols except for those which we license to you. You may not use the Marks to offer or sell any unauthorized product or service, or in any manner we have not authorized in writing. You may not register or own any domain name containing any of the Marks. The Marks licensed to you may only be used by you for the purpose of operating the Outlet in accordance with the Franchise Agreement.

We have the right to control any administrative proceedings or litigation involving a trademark licensed

to you by us. You must notify us promptly if you learn about an alleged infringement, unfair competition, unauthorized third-party use of or challenge to your use of the trademarks. We then will promptly take the action we think appropriate. We will indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition or similar claims about the Marks. But we have no obligation to defend or indemnify you if the claim against you relates your use of the Marks in violation of the Franchise Agreement.

If you learn that any third-party whom you believe is not authorized to use the Marks is using them or any variant of them, you must promptly notify us. We will determine whether we wish to take any action against the third party. You will have no right to make any demand or to prosecute any claim against an alleged infringe for the infringement of our Marks.

You must modify or discontinue the use of a Mark if we modify or discontinue it. You must not directly or indirectly contest our rights to the Marks, trade secrets or business techniques that are part of our business.

There are no infringing uses or superior previous rights known to us that can materially affect your use of the Marks in this state or any other state in which the franchised business is to be located.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own rights in, or licenses to, patents or registered copyrights that are material to the franchise and you do not receive the right to use any item covered by a patent or registered copyright. However, we assert a common law copyright on the contents of the Manual and only you or your authorized employees can have access to and use the proprietary information in the Manual.

Our intellectual property, whether the subject of a patent, copyright or not, also is protected by common law principles which limit the use of our confidential proprietary information, except as we have licensed it. We will enforce those rights as we determine.

Confidential Information

You may never reveal any of our confidential proprietary information to another person or use it for another person or business. You may not copy any of our confidential proprietary information or disclose it to a third party except as we authorize. You must also promptly tell us when you learn about unauthorized use of any of our confidential proprietary information. We are not obligated to take any action but will respond to your notification of unauthorized use as we think appropriate.

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

We are seeking franchisees whose principal owner plans to actively participate in the direct management and operation of the Outlet (we don't require but we do recommend this active participation). Additionally, you must employ at least one designated “General Manager” (if you are a sole proprietor, this could be you) who has successfully completed our initial training program. You must disclose the identity of the General Manager to us and if he or she is for any reason no longer acting as General Manager, you must notify us immediately and in writing.

The General Manager cannot have an interest or business relationship with any of our business competitors. The General Manager must devote his or her full time during normal business hours to the management, operation and development of the Franchised Business. We do not require your General Manager to have any ownership interest in your business, although he or she may do so. If the General

Manager does not own an equity interest in your franchisee entity, he or she may be required to sign a confidentiality and non-competition agreement including restrictions and covenants like those contained in the non- competition clauses and confidentiality clauses contained in your Franchise Agreement. You must give us the name, phone number and email address of your Principal Equity Owner (may be the same person) who (i) will be your primary contact person when interacting with us about the Franchise Agreement and (ii) will be guaranteeing the lease or rental agreement for your Outlet.

If you are, or at any time during the term of the Franchise Agreement, you become, a legal entity, one of your equity owners must be designated as the "Responsible Owner". The Responsible Owner must have the authority to accept all notices from us and must be granted the authority to legally bind the legal entity with respect to all contracts, agreements and commercial documents related to your franchised business. This person must have attended and successfully completed our initial training program.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only those goods and services that we have expressly approved in writing. We may regulate minimum and maximum pricing to the fullest extent permitted under applicable law, membership transfer policies and programs, promotional events and challenges, and other programs. You must comply with all of these regulations, policies, procedures and programs. You must participate fully in any reciprocal membership access program, challenges and any other customer loyalty program we specify or establish in accordance with our policies, procedures, rules and regulations. You may not be entitled to any compensation or reimbursement for membership fees or the cost of goods or services provided to any reciprocal access member using your Outlet under the reciprocity program or applicable customer loyalty program.

We have the right to add other authorized goods and services that you will be required to offer. There are no limits on our right to do so.

Except for applicable laws restricting discrimination against customers based on public policy, there are no restrictions on the customers at your Outlet to whom you may sell Fit Body Boot Camp services and products and related products.

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	Summary
a.	Length of the franchise term	5.1	The initial term of the Franchise Agreement is 7 years from the date you sign your Franchise Agreement.
b.	Renewal or extension of the term	5.2	You will have the option to renew the franchise for an additional 7-year renewal term if you satisfy the conditions of renewal. To exercise the option, you must deliver written notice to us not less than 120 days before the end of the existing Franchise Agreement term. We are not obligated to renew your Franchise if you fail to satisfy one or more of the conditions in section 5.2 of the Franchise Agreement.

	Provision	Section in franchise agreement	Summary
c.	Requirements for franchisee to renew or extend	5.2	Sign then current Franchise Agreement modified by addendum to apply to renewal ("Renewal Franchise Agreement"). You are qualified for renewal if you (a) pay us a renewal fee of $5,000.00, (b) are in full compliance your operating requirements, (c) all fees due to us and our affiliates are paid, and (d) you are not in breach of any term of your Franchise Agreement. The Renewal Franchise Agreement may have materially different terms and conditions than your original Franchise Agreement, including increased royalty and marketing and promotional fund contributions.
d.	Termination by franchisee	Not applicable	Not applicable (subject to state law).
e.	Termination by franchisor without cause	Not applicable	Not applicable.
f.	Termination by franchisor with cause	13.1-13.11	We can terminate the Franchise Agreement if: (a) you commit a non-curable default under the Franchise Agreement; (b) you commit a default that remains uncured beyond all applicable notice and cure periods; or (c) if you are in material default of the Franchise Agreement. It will be a material breach of the Franchise Agreement if you and your Principal Equity Owners (i) make any derogatory or disparaging statements to any other person or third parties or regulatory authorities about us, any of our officers, managers, employees or agents, or the Fit Body Boot Camp franchise system, or (ii) issue any public statement or otherwise cause to be disclosed any information that is designed, intended or might reasonably be anticipated to have a negative effect on the Fit Body Boot Camp franchise system, us, or any of our officers, managers, employees or agents.
g.	"Cause" defined – curable defaults	13.3	You have 30 days after notice to cure monetary defaults and other defaults (including defaults under a lease for your Outlet) that can be cured.
h.	"Cause" defined – non-curable defaults	13.2	Non-curable defaults: your bankruptcy or insolvency; abandonment of the franchise; you engage in conduct that reflects materially and unfavorably upon the operation or reputation of Fit Body Boot Camp or our franchise system; you make material misrepresentations relating to your acquisition of the Franchise or you engage in conduct that reflects materially and unfavorably upon the operation and reputation of the Franchised Business or the System; you fail, for a period of 10 days after notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the operation of the Franchise;

	Provision	Section in franchise agreement	Summary
			after curing any default, you engage in the same noncompliance whether or not such noncompliance is corrected after notice; you repeatedly fail to comply with one or more material requirements of the Franchise Agreement, whether or not corrected after notice; the Franchised Business or your Outlet is seized, taken over, or foreclosed by a government official, creditor, lien holder or lessor, or that a final judgment against you remains unsatisfied for 30 days; you are convicted of a felony or any other criminal misconduct that is relevant to the operation of the Franchise; or we make a reasonable determination that your continued operation of the Franchise will result in an imminent danger to public health or safety.
i.	Franchisee's obligations on termination or non-renewal	15.1	Obligations include removal of our Marks, compliance with non-competition covenants, return of all confidential and proprietary information and erasure of all copies of confidential and proprietary information, forwarding of telephone number and payment of amounts due (also see r, below).
j.	Assignment of contract by franchisor	12.1	No restriction on our right to assign.
k.	"Transfer" by franchisee – defined	12.2	Includes transfer of contract, transfer of assets, or ownership change.
l.	Franchisor's approval of transfer by franchisee	12.2	You must secure our prior written approval before effectuating any transfer. We will not unreasonably withhold approval. We will not be considered to have unreasonably withheld our approval if the reason is your failure to meet the conditions of transfer specified in the Franchise Agreement.
m.	Conditions for franchisor approval of transfer	12.2	New franchisee qualifies, transfer fee paid, purchase agreement approved, training arranged, release signed by you and our current form of Franchise Agreement signed by new franchisee (this also applies any time a majority equity interest in your franchised entity is transferred). Within 60 days after our receipt of all necessary information and documentation required under the Franchise Agreement, or as specified by written agreement between us and you, we will notify you of the approval or disapproval of the proposed transfer of the Franchise by you This notice will be in writing and delivered to you by business courier.
n.	Franchisor's right of first refusal to acquire franchisee's business	12.3	We can match any legitimate offer for your business, but we have no right of first refusal if the transfer is (i) between or among individuals (including their immediate family members) who have guaranteed obligations under a Small Business Administration loan or (ii) a transfer of less than 100% of the equity interest of a franchisee entity).

	Provision	Section in franchise agreement	Summary
o.	Franchisor's option to purchase franchisee's business	15.2(d)	Within 30 days after the termination, expiration or non-renewal of the Franchise Agreement, we have the option, but not an obligation, to purchase all or any portion of your reusable inventory, apparel containing the Marks, proprietary equipment, parts, fixtures and furnishings owned and used by you in your franchised operation.
p.	Death or disability of franchisee	12.6	Franchise must be assigned by estate to approved buyer within 270 days.
q.	Non-competition covenants during the term of the franchise	11.1, 11.3	No involvement in competing business anywhere (subject to state law).
r.	Non-competition covenants after the franchise is terminated or expires	11.2, 11.3	No competing business for 1 year: (a) at your Outlet location; (b) within 25 miles of your Outlet location; (c) within the Territory; (d) at the location of any other Fit Body Boot Camp franchised or affiliate-owned location; (e) within a 25 mile radius of any other Fit Body Boot Camp location (this obligation also applies to you if you assign your franchise), or (f) online or through any virtual or remote platform (subject to state law).
s.	Modification of the agreement	8.2, 16.14(c)	No modifications unless signed by you and us, but Manual subject to change at our discretion.
t.	Integration/merger clause	16.14	Only the terms of the franchise agreement 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	14.1-14.5	The parties agree in the Franchise Agreement to submit disputes (not including your failure to pay us sums due under the Franchise Agreement, or an act of yours allowing us to immediately terminate the Franchise Agreement) initially to a meeting in person of our executive officers and your Principal Equity Owners at our principal executive office (without our respective legal counsel) within 5 business days after a dispute arises to conduct a good faith discussion and negotiation of the issues with a view to arriving at a settlement . If this meeting does not result in a settlement of the dispute (or the meeting does not take place), within 10 business days after the date the meeting took place, the parties may submit the dispute to non-binding mediation in California conducted by a mediator mutually agreeable to both parties; provided however the mediator must be an attorney who is a

	Provision	Section in franchise agreement	Summary
			State Bar of California Board of Legal Specialization Certified Specialist in Franchise and Distribution Law. If a mediation takes place but does not resolve the dispute, the dispute will be resolved by arbitration by and before JAMS, Inc. in accordance with its Streamlined Arbitration Rules and Procedures (if the amount in controversy is less than $250,000) or its Comprehensive Arbitration Rules and Procedures (if the amount in controversy is $250,000 or more). Or if the parties mutually agree, the dispute may be submitted to arbitration by another arbitration organization providing arbitrators with experience in franchise disputes.
v.	Choice of forum	14.1- 14.3	Arbitration proceedings will take place in Orange County, California (or in the city of our then-current headquarters, if our headquarters is no longer in California), unless superseded by State law. Any mediation proceeding will take place at a mutually agreed location. Litigation proceedings will be filed in an appropriate court in California (or in the city of our then-current headquarters, if our headquarters is no longer in California), unless superseded by State law. However, litigation involving a claim arising under the Maryland Franchise Regulation and Disclosure Law may be brought in an appropriate court in Maryland. (subject to state law)
w.	Choice of law	16.13	The Federal Arbitration Act (9 U.S.C. §1 *et seq*.) governs the arbitration of disputes under the Franchise Agreement. Otherwise, the law of state in which the franchised business is located or intended to be located governs the Franchise Agreement. (subject to state law)

ITEM 18: PUBLIC FIGURES

We do not currently pay or provide any other benefit to a public figure for the right to use their name to promote the sale of Fit Body Boot Camp franchises.

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 a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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. If you receive any other financial performace information or projections of your future income, you should report it to the franchisor's management by contacting our President, Mr. Bedros Keuilian, Fit Body Boot Camp, Inc., 5867 Pine Avenue, Chino Hills, California 91709, (888) 638-3222.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEM-WIDE (U.S.) OUTLET SUMMARY FOR YEARS 2019 TO 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	443	380	-63
	2020	380	295	-85
	2021	295	286	-9
Company-Owned	2019	1	1	0
	2020	1	0	-1
	2021	0	0	0
Total Outlets	**2019**	**444**	**381**	**-63**
	2020	**381**	**295**	**-86**
	2021	**295**	**286**	**-9**

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2019 TO 2021

State	Year	Number of Transfers
Arizona	2019	0
	2020	0
	2021	0
California	2019	6
	2020	3
	2021	0
Colorado	2019	1
	2020	1
	2021	0
Florida	2019	1
	2020	0
	2021	1
Georgia	2019	3
	2020	2
	2021	0
Maryland	2019	1
	2020	0
	2021	0
Michigan	2019	1
	2020	4
	2021	2
New Mexico	2019	0
	2020	0
	2021	0
Oklahoma	2019	2
	2020	0
	2021	0
Pennsylvania	2019	1
	2020	0
	2021	0

State	Year	Number of Transfers
Texas	2019	0
	2020	0
	2021	1
Utah	2019	1
	2020	0
	2021	0
Virginia	2019	0
	2020	2
	2021	0
Washington	2019	1
	2020	0
	2021	0
Iowa	2019	0
	2020	0
	2021	1
TOTAL	**2019**	**18**
	2020	**11**
	2021	**5**

Table No. 3

STATUS OF FRANCHISED OUTLETS FOR YEARS 2019 TO 2021

State	Year	Outlets at Start of Year	Outlets Opened	Termina - tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year*
Alabama	2019	6	0	0	0	0	1	5
	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
Alaska	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Arizona	2019	18	2	2	1	0	0	17
	2020	17	1	1	0	0	0	17
	2021	17	0	0	1	0	0	16
Arkansas	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
California	2019	107	3	11	7	0	13	79
	2020	79	6	20	7	0	5	53
	2021	53	3	0	3	0	0	53
Colorado	2019	10	0	2	0	0	2	6
	2020	6	1	4	0	0	0	3
	2021	3	0	0	0	0	0	3
Connecticut	2019	3	1	0	1	0	0	3
	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
Delaware	2019	1	1	0	0	0	1	1
	2020	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Termina - tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year*
	2021	1	0	0	0	0	0	1
	2019	24	6	6	0	0	2	22
	2020	22	3	7	0	0	0	18
Florida	2021	18	0	1	0	0	0	17
	2019	29	2	3	1	0	2	25
	2020	25	0	8	1	0	1	15
Georgia	2921	15	0	0	3	0	0	12
	2019	2	0	0	0	0	1	1
	2020	1	1	1	0	0	0	1
Idaho	2021	1	0	0	0	0	0	1
	2019	11	3	1	0	0	1	12
	2020	12	2	5	0	0	0	9
Illinois	2021	9	0	0	1	0	0	8
	2019	4	1	1	0	0	0	4
	2020	4	0	0	0	0	1	3
Indiana	2021	3	0	0	2	0	0	2
	2019	0	1	0	0	0	0	1
Iowa	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2019	5	0	0	0	0	0	5
	2020	5	0	1	0	0	0	4
Kansas	2021	4	0	0	0	0	0	4
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Kentucky	2021	1	0	0	0	0	0	1
	2019	7	1	0	0	0	0	8
	2020	8	0	0	2	0	0	6
Louisiana	2021	6	0	0	0	0	0	6
	2019	5	2	2	0	0	0	5
	2020	5	1	1	0	0	0	5
Maryland	2021	5	1	0	0	0	0	6
	2019	4	1	0	0	0	0	5
	2020	5	0	2	0	0	0	3
Massachusetts	2021	3	2	0	1	0	0	4
	2019	40	2	0	1	0	4	37
	2020	37	3	8	0	0	3	29
Michigan	2021	29	0	0	0	0	0	29
	2019	3	0	2	0	0	0	1
	2020	1	0	1	0	0	0	0
Minnesota	2021	0	0	0	0	0	0	0
	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
Missouri	2021	2	1	0	1	0	0	2
	2019	1	0	1	0	0	0	0
	2020	0	0	0	0	0	0	0
Montana	2021	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termina - tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year*
Nebraska	2019	4	0	2	0	0	1	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Nevada	2019	5	1	0	0	0	0	6
	2020	6	0	4	0	0	0	2
	2021	2	0	0	2	0	0	0
New Hampshire	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
New Jersey	2019	12	0	3	0	0	2	7
	2020	7	3	4	0	0	0	6
	2021	6	1	0	0	0	0	7
New Mexico	2019	6	1	0	0	0	1	6
	2020	6	0	2	0	0	0	4
	2021	4	0	0	0	0	0	4
New York	2019	20	9	5	0	0	0	24
	2020	24	0	2	0	0	2	20
	2021	20	0	0	2	0	0	18
North Carolina	2019	11	2	3	0	0	0	10
	2020	10	0	2	1	0	1	6
	2021	6	0	0	0	0	0	6
North Dakota	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Ohio	2019	8	0	0	0	0	1	7
	2020	7	0	0	1	0	1	5
	2021	5	0	0	0	0	0	5
Oklahoma	2019	7	0	0	0	0	0	7
	2020	7	0	1	2	0	0	4
	2021	4	0	0	0	0	0	4
Oregon	2019	2	1	0	0	0	1	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Pennsylvania	2019	8	2	0	0	0	1	9
	2020	9	0	1	2	0	2	4
	2021	4	0	0	0	0	0	4
Rhode Island	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
South Carolina	2019	5	3	1	0	0	1	6
	2020	6	1	1	1	0	0	5
	2021	5	0	0	0	0	0	5
South Dakota	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Termina - tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year*
Tennessee	2019	3	3	0	0	0	2	4
	2020	4	0	2	0	0	0	2
	2021	2	0	0	0	0	0	2
Texas	2019	35	2	4	3	0	6	24
	2020	24	4	7	0	0	0	21
	2021	21	1	0	1	0	0	21
Utah	2019	2	1	0	0	0	0	3
	2020	3	2	1	0	0	0	4
	2021	4	0	0	0	0	0	4
Vermont	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Virginia	2019	12	0	0	1	0	3	8
	2020	8	3	0	0	0	0	11
	2021	11	0	0	0	0	0	11
Washington	2019	6	1	1	0	0	0	6
	2020	6	0	1	0	0	0	5
	2021	5	0	0	1	0	0	4
Wisconsin	2019	8	0	1	0	0	1	6
	2020	6	0	1	0	0	0	5
	2021	5	0	0	0	0	0	5
Wyoming	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Totals	2019	443	52	51	15	0	49	380
	2020	380	36	88	17	0	16	295
	2021	**295**	**9**	**1**	**17**	**0**	**0**	**286**

Table No. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2019 TO 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
California	2019	1	0	0	0	0	1
	2020	1	0	0	1	0	0
	2021	0	0	0	0	0	0
Totals	**2019**	**1**	**0**	**0**	**0**	**0**	**1**
	2020	**1**	**0**	**0**	**1**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company- Owned Outlets in the Next Fiscal Year
Arizona	2	0	0
California	6	0	0
Florida	5	0	0
Georgia	6	0	0
Indiana	1	0	0
Kentucky	2	0	0
Louisiana	1	0	0
Massachusetts	1	0	0
Michigan	3	0	0
Minnesota	1	0	0
New York	4	0	0
Ohio	3	0	0
Texas	3	0	0
Utah	1	0	0
Virginia	2	0	0
Totals	**41**	**0**	**0**

Exhibit C of this disclosure document lists the names, addresses and telephone numbers of all Fit Body Boot Camp franchise outlets that are open and operating in the United States.

Exhibit D lists the contact information of every franchisee that had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under its franchise agreement during our most recently completed fiscal year or that has not communicated with us within the 10 weeks ending on the effective date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Fit Body Boot Camp. 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. During the last 3 fiscal years, we have signed agreements with certain current and former franchisees that included confidentiality clauses.

We have not created, sponsored or endorsed any trademark-specific franchisee organizations associated with the Fit Body Boot Camp franchise system being offered. There are no independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21: FINANCIAL STATEMENTS

Exhibit B to the disclosure document contains ouraudited financial statements for our fiscal years ending December 31, 2021, December 31, 2020, and December 31, 2019 Our fiscal year end is December 31.

ITEM 22: CONTRACTS

Exhibit A - Franchise Agreement
Exhibit E – Optional Program Addenda
Exhibit G - Pre-Closing Questionnaire

ITEM 23: RECEIPTS

You will find copies of a detachable receipt in Exhibit K at the very end of this disclosure document.

FIT BODY BOOT CAMP, INC.

FRANCHISE AGREEMENT

EXHIBIT A

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FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made and entered into as of_____, 20__ (the "Effective Date"), by and among Fit Body Boot Camp, Inc., a California corporation ("we" or "us"), and _____ with an address at _____ ("you"), and (if you are not a sole proprietorship) each person owning an interest your entity, who will sign and be a party to this Agreement (in such context, "Principal Equity Owner"), with reference to the following facts:

RECITALS

An entity affiliated with us (the "Owner of the Marks") owns the Fit Body Boot Camp trademarks, service marks and other intellectual property and all rights in respect thereof. The Owner of the Marks has authorized us to license them to Fit Body Boot Camp franchisees.

You have applied to us for a franchise to operate a Franchised Business (as defined in Article I below) and we have approved your application in reliance upon all of the representations you made therein.

You understand that adherence to the terms of this Agreement and the standards and specifications we designate are essential to the operation of the Franchised Business and to the System (as defined in Article I below).

I. DEFINITIONS

Abandoned. The term "Abandoned" means cessation of operation of the physical Outlet without our prior written consent for a period of five consecutive business days, or for any shorter period of time where you also communicate to us or to your landlord for the Outlet premises your intention not to re-open the physical Outlet. A repeated pattern of inactivity at your Outlet for periods of less than five consecutive business days may also result in your Franchised Business being deemed Abandoned if in our judgment such inactivity adversely impacts the Franchised Business. However, your Outlet will not be deemed Abandoned if the inactivity is due to natural disasters or other matters reasonably beyond your control, provided that you give us notice of any such closure within five business days after the initial occurrence of the event resulting in such inactivity, and we acknowledge in writing that such inactivity is due to one of the foregoing causes, and provided further that you re-open the Outlet and be fully operational within 180 days after the initial occurrence of the event resulting in such inactivity or such longer period as we may permit.

Anniversary Year. The term "Anniversary Year" means the 12-month period between the "Outlet Opening Date" (as defined below in this Article I) and the first anniversary thereof and between each succeeding anniversary.

Brand Standards Manual or "Confidential Operations Manual". The term "Brand Standards Manual" means the confidential operations manual or manuals (regardless of title) containing policies and procedures to be adhered to by you in performing under this Agreement, including all amendments and supplements thereto provided to you from time to time.

Confidential Information. The term **"**Confidential Information" means information, know-how, and materials, other than Trade Secrets, that is of value to us (or other third party, as applicable) and treated as confidential by any of the foregoing and is disclosed or made known or available to you or your employees or agents. Without limiting the generality of the foregoing, the term "Confidential Information" includes, without limitation: (i) the Confidential Operations Manual; (ii) all technical and non-technical information, including without limitation, information concerning finances, financing and capital raising plans, accounting or marketing, business opportunities, affiliate lists, business plans, forecasts, predictions, projections, recipes, products, research, development, and know-how; (iii) Intellectual Property, the Marks, Fit Body Boot Camp Services and Products, insignias, designs, and materials subject to copyright, patent, or trademark registration; (iv) any developments, inventions, improvements, additions, modifications, enhancements, derivatives, ideas, reports, analyses, opinions, studies, data or other materials or work product, whether prepared by us or otherwise, that contain or are based upon Proprietary Information; (v) information regarding members, customers and potential customers of the Franchised Business, including customer lists, names, needs or desires with respect to the products or services offered, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of the Franchised Business and other non-public information relating to customers and potential customers; (vi) information regarding any of Franchisor's business partners or affiliates and their services,

including names, representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by the discloser, and other non-public information relating to business partners; (vii) information regarding personnel, including compensation and personnel files; and (viii) any other non-public information that a competitor of ours could use to our competitive disadvantage.

Control. The term "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

Consumer Price Index or CPI. The term "Consumer Price Index" or "CPI" means the annual average of the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor (or the highest similar future index if these figures become unavailable).

Fit Body Boot Camp Services and Products. The term "Fit Body Boot Camp Services and Products" means (i) the services, products and accessories we require or authorize you to purchase, promote, offer and/or sell in connection with the operation of the Franchised Business, which services, products and/or accessories may be supplied by us, designated vendors and/or approved suppliers, and (ii) other goods and services that we specifically authorize or require you to offer and sell at your Outlet, in accordance with this Agreement and the Brand Standards Manual (as amended from time to time by us in our discretion).

Fitness Trainer. The term "Fitness Trainer" means an individual that has been designated by you as a provider of Fit Body Boot Camp training techniques to retail customers and who has successfully completed the portion of the initial training program we designate (as set forth more fully in section 6.1 hereof) or otherwise been certified by us as a qualified fitness trainer.

Franchised Business. The term "Franchised Business" means the operation of: (i) the Virtual FBBC Business; and (ii) a physical retail fitness outlet, which must be located at an approved premises secured by you in accordance with the terms of this Agreement, and which is exclusively dedicated to offering and providing Fit Body Boot Camp fitness programs and services under the Marks to retail customers using designated or approved Fit Body Boot Camp training techniques and formats in strict accordance with the terms of this Agreement and the Brand Standards Manual (the "Outlet"). We may require or authorize you to sell products, goods and/or other services, as we designate, to retail customers of the Outlet in accordance with our designated business methods and procedures.

General Manager. The term "General Manager" means the individual (may be a Principal Equity Owner) that has been designated by you as the person responsible for the day-to-day operation of the Outlet, and who has successfully completed "Initial Training" (as required pursuant to section 6.1 hereof).

Gross Revenues. The term "Gross Revenues" means any and all revenue derived from the sale or lease of any and all services and products, and all income of every kind and nature, related in any way to the Franchised Business, whether for cash or credit (and regardless of collection in the case of credit) and whether or not such sales are made at or by the Franchised Business, including revenue generated from the sale of memberships, goods, products, merchandise, services and advertising and not modified for uncollected amounts; except that "Gross Revenues" does not include any sales tax collected from your customers and tendered to any taxing authority.

Initial Training. The term "Initial Training" means training in the System provided by us, as described in section 6.1 hereof.

Marks. The term "Marks" means the proprietary marks that we designate for authorized use to identify the Franchised Business, which Marks may include marks for which registrations have been obtained from or applied for with the United States Patent and Trademark Office, as well as all common law trademarks and service marks, trade names, logos, insignias, designs and other commercial symbols which we now or hereafter designate.

Outlet Opening Date. The term "Outlet Opening Date" means the day you open your physical Outlet, furnished, inventoried and equipped in accordance with our requirements, and you begin operating the Franchised Business at your physical Outlet.

Principal Equity Owners. The term "Principal Equity Owners" means all persons and entities that own a direct or indirect interest in you, if you are a legal entity.

Proprietary Information. The term "Proprietary Information" means, refers to, and includes Trade Secrets and Confidential Information. We are not required to label information as "proprietary" or in any other formal format for it to be considered Proprietary Information. Without limiting the generality of the foregoing, Proprietary Information may take the form of documentation, drawings, specifications, software, technical or engineering data and other forms, and may be communicated orally, in writing, by electronic means or media, by visual observation and by other means.

System. The term "System" means comprehensive marketing and operational systems prescribed by us to be used in the conduct of the Franchised Business, as set forth in this Agreement and the Brand Standards Manual. The System includes (i) the Marks, (ii) know-how relating to Fit Body Boot Camp Services and Products, (iii) advertising, marketing and sales programs and techniques, (iv) training programs, and (vi) related materials, artwork, graphics, layouts, slogans, names, titles, text and other intellectual property that we make available to you. In our sole discretion, we may improve or change the System from time to time (including but not limited to adding to, deleting or modifying elements of the System and amending the Brand Standards Manual) for the intended purpose of making the System more effective, efficient, economical or competitive; adapting to or taking advantage of competitive conditions, opportunities, technology, materials or local marketing needs and conditions; enhancing the reputation or public acceptance of the System; or better serving the public.

Territory. The term "Territory" means the geographical area we designate surrounding your Outlet. The Territory, once identified, will be identified in Exhibit 1 attached hereto.

Trade Dress. The term "Trade Dress" means the unique and distinctive layout, design and color schemes relating to the Outlet, and the textures, sizes, designs, shapes, and placements of words, graphics, and decorations on products and packaging related to Fit Body Boot Camp Services and Products.

Trade Secret. The term "Trade Secret" means information constituting a trade secret within the meaning of the Uniform Trade Secrets Act, as amended from time to time.

Transfer. The term "Transfer" means a sale, assignment, transfer, conveyance, pledge, mortgage, encumbrance, abandonment, elimination or giving away, voluntarily or involuntarily, by operation of law or otherwise.

Virtual FBBC Business. The term "Virtual FBBC Business" means a virtual fitness training business offering and providing authorized Fit Body Boot Camp classes through a virtual platform under the Marks in accordance with the rules, regulations, specifications and procedures designated by us, as we determine in our sole discretion and as communicated to you through writing and/or through video and audio specifications and/or the Brand Standards Manual. The virtual classes offered through the Virtual FBBC Business are hereinafter referred to as the "Virtual FBBC Classes". Notwithstanding anything contained in this Agreement to the contrary, you are not authorized or permitted to offer and /or sell any item, product or service other than the Virtual FBBC Classes in connection with your operation of the Virtual FBBC Business. Without limiting the foregoing, you are not permitted to offer, sell, or distribute any products, apparel or items (including meals and/or supplements) to customers of your Virtual FBBC Classes, unless we designate otherwise in writing.

II. THE FRANCHISED BUSINESS

2.1 Our Business.
We are engaged in the administration, development, and licensing of businesses that operate Outlets offering the Franchised Business, using the Marks, operational techniques, service concepts and proprietary information owned or authorized to be used by and identified with us and our affiliated companies. Our activities in general, and our system (including proprietary products and services; logos; equipment and operations; designs and layouts for the Outlets; marketing and advertising, specialty retail items and promotional activities) are undertaken to develop, maintain and enhance the Marks and our business reputation.

2.2 The Franchise System.
After our expenditure of time, skill, effort and money, we have developed and supervise the franchise System under the Marks operated in accordance with the provisions of the applicable franchise agreement and our Brand Standards Manual, as amended from time to time.

III. GRANT OF FRANCHISE

3.1 Grant of Franchise.

(a) By our respective signatures below, we hereby grant to you, and you hereby accept, a license ("Franchise") to participate in and use the System by developing, owning and operating the Franchised Business in strict accordance with this Agreement and the Brand Standards Manual, from the Effective Date until the end of the term, unless sooner terminated. Except as otherwise expressly set forth in this Agreement, so long as you comply with this Agreement, we will not authorize another Fit Body Boot Camp franchisee to operate, or operate ourselves, a physical Fit Body Boot Camp Outlet in your Territory. You are not granted any exclusive or other protected territorial rights whatsoever in connection with the operation of the Virtual FBBC Business. We, our affiliates and our licensees, including other System franchisees, may offer, sell and provide virtual fitness products and/or services, including Virtual FBBC Classes, without restriction, including to customers located in the Territory and you will not be entitled to any compensation on account of any such activity.

(b) You further acknowledge that we may have granted and may in the future operate or grant other licenses and franchises for other retail and wholesale fitness businesses outside the Territory.

(c) You may not use the Marks, operational techniques, service concepts, Proprietary Information or any other information, methods or techniques you learn or are privy to by virtue of your development, ownership and /or operation of the Franchised Business in any manner or for any purpose not expressly authorized under this Agreement.

3.2 Reserved Rights.

(a) Nothing contained herein accords you any right, title or interest in or to the Marks, System, marketing and operational techniques, service concepts, Proprietary Information or goodwill of ours. **THIS AGREEMENT ONLY GRANTS YOU THE RIGHT TO OPERATE THE VIRTUAL FBBC BUSINESS, AND THE OUTLET AT THE LOCATION APPROVED BY US IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. YOU ARE NOT PERMITTED TO OPERATE THE FRANCHISED BUSINESS FROM ANY OTHER LOCATION OR PLATFORM UNLESS WE SPECIFICALLY ALLOW YOU TO DO SO IN A WRITTEN AMENDMENT TO THIS AGREEMENT SIGNED BY BOTH PARTIES. ALL OTHER RIGHTS ARE RETAINED BY AND RESERVED TO US.**

(b) Without limiting this broad retention of rights, we reserve the right to:

(i) use any and all alternative channels of distribution, including the Internet, social media outlets, mobile applications, catalog sales, telemarketing or other direct marketing sales, to make sales of any product and/or service anywhere in the world including within your Territory using our principal trademarks and under trademarks that differ from the ones you will use under this Agreement. If we solicit or accept orders from inside your Territory through other channels of distribution, we are not obligated to pay you any compensation; and

(ii) merge with, acquire, or be acquired by any business of any kind under other systems and/or other marks, which businesses may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute, goods and services through franchised or non-franchised businesses, at wholesale or retain, within and outside of the Territory. We also reserve the right to develop other systems involving similar or dissimilar services or goods, under dissimilar service marks, trademarks and trade names belonging to us, without granting you any rights in those systems. We reserve all rights to market and sell Fit Body Boot Camp Services and Products at venues other than Outlets and through other channels of distribution anywhere, including within your Territory.

(c) You acknowledge that, in addition to the rights reserved to us under this Agreement, we and our affiliates and licensees are not restricted in any way in directly or indirectly marketing, advertising, offering, selling and/or providing virtual fitness classes, meals, products and/or services through alternative channels of distribution, including the Internet and mobile applications and any future invented or developed medium or distribution method.

3.3 Promotion and Development of Your Outlet.

You must diligently and effectively promote, market and engage in the Franchised Business; develop, to the best of your ability, the potential for future members of the Franchised Business within your Territory; and devote and focus

full time and best efforts to the operation of the Franchised Business.

3.4 Extent of Grant.

(a) You understand and agree that you are licensed hereby only for the operation of (i) the Virtual FBBC Business, which must be operated in strict accordance with our prescribed rules, regulations, specifications and procedures, and (ii) the Outlet within your Territory (unless we specifically agree otherwise on a case by case basis).

(b) You may not sublicense, sublease, subcontract or enter any management agreement, concession agreement, partnership agreement or joint venture agreement providing for, the right to operate the Franchised Business or to use the System granted pursuant to this Agreement.

(c) You are not permitted to offer any products or services in connection with the operation of your Franchised Business other than those we expressly approve or designate. Without limiting the foregoing, you shall not offer or sell, directly or indirectly, any products or services to any System franchisee or licensee at any time during the term of this Agreement.

3.5 Electronic Execution and Copies.

(a) An executed counterpart of this Agreement (or any portion of this Agreement) may be delivered by any of the parties by fax, electrical, digital, magnetic, optical, electromagnetic, or similar capability regardless of the medium of transmission (any such medium is referred to in this and the following section as "electronic"), and such delivery will be effective and binding upon such party, and will not in any way diminish or affect the legal effectiveness, validity or enforceability of this Agreement.

(b) You acknowledge and agree that we may create an electronic record of any or all agreements, correspondence or other communication between us or involving third parties, and those we may thereafter dispose of or destroy the original of any such document or record. Any such electronic record may be inscribed on a tangible medium or stored in an electronic or other medium, retrievable in perceivable form, and maintained in and readable by hardware and software generally available. You agree that, notwithstanding any statute, regulation or other rule of law to the contrary, any such electronic version of this or any other agreement or correspondence between the parties will have the same legal effect, validity and enforceability as an original of any such document, even if the original of such document has been disposed of or intentionally destroyed.

3.6 Obligations of Entity Franchisee.

(a) If you are an entity, you must provide us at the Effective Date with a copy of your entity's organizational document and by-laws, shareholders' agreement, operating agreement or other agreement between the owners, along with a breakdown of ownership of the entity specifying each owner's name, address and percentage ownership interest (or number of shares held by each owner, as applicable).

(b) If you are an entity, the owners of the entity are not permitted to transfer, sell or assign any ownership interest without complying with the transfer provisions set forth in this Agreement. Additionally, any person or entity that at any time after the Effective Date becomes a Principal Equity Owner of your entity will automatically be subject to all the obligations and covenants of a Principal Equity Owner under this Agreement at the time such person or entity becomes a Principal Equity Owner. Before approving and entering into any transaction that would make any person or entity a Principal Equity Owner, you must notify such person about the content of this section 3.6(b) and the restrictions on transfer set forth in this Agreement. Any and all Principal Equity Owners must sign our designated form of personal guaranty agreement, a current copy of which is attached to this Franchise Agreement as Appendix 1.

(c) If you are an entity, you must place the following legend on all certificates evidencing an equity interest:

"THE TRANSFER OF THE EQUITY INTEREST IN THE ENTITY REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A FRANCHISE AGREEMENT DATED_____, 20_____, BETWEEN THIS ENTITY AND FIT BODY BOOT CAMP, INC. REFERENCE IS MADE TO SUCH FRANCHISE AGREEMENT AND THE RESTRICTIVE PROVISIONS CONTAINED THEREIN AND AS MAY BE OTHERWISE SET FORTH IN THE ORGANIZATIONAL DOCUMENTS AND OPERATING AGREEMENTS OF THIS ENTITY."

IV. PAYMENTS BY YOU

4.1 Initial Franchise Fee.

(a) The "Initial Franchise Fee" is $49,600.

(b) Veteran & First Responder Discount. If you (or if you are a legal entity, an individual who owns at least a 51% interest in the legal entity) are: (a) a member of the U.S. Armed Services; (b) a veteran of the U.S. Armed Services who was honorably discharged ("Veteran"); or (c) if you are currently serving as an emergency medical technician, firefighter, or police officer (each a "First Responder"), we will discount the Initial Franchise Fee for your initial Outlet by 25% (and you would pay $37,200).

(c) If you are an existing Fit Body Boot Camp® franchisee under a separate valid and effective Fit Body Boot Camp Franchise Agreement entered into by and between you and us, and you are entering into this Agreement for the operation of a second or subsequent Outlet; provided that you are in strict compliance with all of your obligations under any and all agreements you have entered into with us; we will discount the Initial Franchise Fee under this Agreement by 25% (and you would pay $37,200). You acknowledge that you are required to pay the Initial Franchise Fee, which may be subject to the discount set forth in the preceding sentence, even if you are entering into this Agreement in connection with your acquisition of an existing Fit Body Boot Camp® franchised outlet from another System franchisee, in addition to the transfer fee the seller is required to pay to us under the terms and conditions of that franchisee's franchise agreement.

(d) You must pay us the Initial Franchise Fee in full, by cashier's check, money order, credit card or wire transfer to our bank account, when you sign this Agreement. If you pay by credit card, you must pay all credit card processing fees. **The Initial Franchise Fee is fully earned by us as of the Effective Date. The Initial Franchise Fee is not refundable.**

4.2 Royalty and Other Recurring Fees and Payments.

(a) Beginning on the 180th day after the Effective Date, you must pay us a monthly "Royalty" of: (a) $997 per month until the twelve (12) month anniversary of the Effective Date; and (b) thereafter, and continuing through the remainder of the Term, the greater of $997 per month or 5% of your Gross Revenues. Royalties are due and payable monthly on the 17th day of each calendar month. We reserve the right to change the day of the month on which you are required to pay your monthly Royalty effective on written notice to you.

(b) Software Reimbursement. Beginning on the earlier to occur of: (a) the date on which you begin using the software, or (b) 180th day after the Effective Date, you must pay us a "Software Reimbursement" each month in the amount we designate. As of April 2020, the Software Reimbursement amount is $405 per month, due and payable to us on or before the 10th day of each month, unless we designate a different date in a written notice to you. We have the right to increase this payment requirement and you are obligated to pay any such increased amount effective on your receipt of written notice.

4.3 Marketing, Advertising and Promotion.

(c) Beginning on the earlier to occur of: (a) the date on which you open the Outlet; or (b) the 180th day after the Effective Date, you must pay to us a monthly "Marketing and Promotion Fund Contribution" of $500.

(d) The Marketing and Promotion Fund Contribution is due and payable monthly on the first business day of each calendar month, unless we designate a different date in a written notice to you.

(e) You must conduct a "Grand Opening Launch Campaign" that strictly complies with our standards, specifications and requirements, which we may communicate to you electronically or otherwise in writing, to promote the opening of your Franchised Business within the time period we designate. You must spend in your Territory at least $5,000 and up to $8,000, as we designate, in connection with the Grand Opening Launch Campaign. You acknowledge and agree that we may require you to use specific designated vendors and suppliers in connection with the Grand Opening Launch Campaign and you must comply with all such requirements. Within three months after the date you open the Outlet, you must send us evidence as we require to verify your compliance with the Grand Opening Launch Campaign and expenditures. Not later than 90 days after the Outlet Opening Date, you must provide us with a report itemizing your expenditures on the Grand Opening Launch

Campaign.

(f) Commencing on the Outlet Opening Date, you must spend $500 each calendar month on the local marketing, advertising and promotion of your Outlet, using marketing and promotional materials pre-approved or otherwise authorized in writing by us ("Local Advertising"). Within five business days after we ask for it, you must report to us all details of your Local Advertising for the previous 30 days. If you do not comply with this obligation, we have the right to require you to pay the amount you failed to expend to us, in which case we will have the right to expend the amount directly for local marketing and advertising purposes in the area surrounding your Franchised Business. This payment is only due to us if you do not comply with your obligations to expend the amount directly, locally, and we elect to require you to pay the deficiency amount to us.

(g) On a regional or system-wide basis, we may impose an additional assessment upon affected franchisees for special designated advertising or promotional activities if two-thirds of all affected Fit Body Boot Camp franchised outlets agree to such additional assessment by affirmative vote.

(h) With respect to regional or system-wide advertising, including without limitation advertising paid from Marketing and Promotion Fund Contributions, we determine the cost, form of media, content, format, production, timing (including regional or local concentration and seasonal exposure), location and all other matters relating to advertising, public relations and promotional campaigns.

(i) If this Agreement is for the development and operation of a newly opening Outlet (not an existing, operational Outlet), and you sign your lease agreement for the newly developed Outlet in accordance with the terms and conditions set forth in this Agreement within the 90 day period following the Effective Date, provided that you are in compliance with all of your obligations under the Franchise Agreement, we will expend $1,000 of the Initial Franchise Fee on local marketing, advertising and promotion of the Outlet in the manner we designate in our sole discretion within the time frame we designate.

4.4 New Client Lead Generation Programs; Reciprocal Membership.

(a) You must participate in any "New Client Lead Generation Program", incentive programs, System-wide challenges, and similar programs, as we designate, including programs set up with third parties, all in accordance with our rules, regulations, standards, specifications and procedures (each a "New Client Lead Generation Program" and collectively, "New Client Lead Generation Programs"). You must strictly adhere to our designated processes and procedures relating to the methods used to offer, market and/or promote any and all New Client Lead Generation Programs, including use of designated marketing funnels, and restrictions on marketing funnels and methods not expressly approved by us in writing. We may retain up to 100% of the one-time upfront fees paid by the prospect for these New Client Lead Generation Programs and "low barrier offers", which are designed to drive traffic and prospects into your business. Your goal is to convert prospects originated through the New Client Lead Generation Programs and low barrier offers to become a formal member of your Franchised Business.

(b) You must fully participate with any other gift card, customer loyalty, referral and other contests, and promotions we designate, require or authorize Fit Body Boot Camp franchisees to participate in. Details regarding such contests and promotions may be set forth in the Brand Standards Manual or other written communications.

(c) You must also participate in any other Fit Body Boot Camp website promotions we designate, including those hosted and managed by us, our affiliates or our designees, on the Fit Body Boot Camp webpage for the Outlet. You must participate in any System-wide member challenge we designate and permit your members to join the challenge. We reserve the right to collect registration fees from each participating member and we are not required to remit any of the revenues generated from such registration fees to you.

(d) You must participate fully in any reciprocal membership access program and/or any other customer loyalty program we specify or establish in accordance with our designated policies, procedures, rules and regulations. You may not be entitled to any compensation or reimbursement for membership fees or the cost of goods or services provided to any reciprocal access member using your Outlet under the reciprocity program or applicable customer loyalty program.

(e) You must participate in all challenges, including System-wide member challenges, as we designate and permit your members to join the challenge. We reserve the right to collect registration fees from each participating member and are not required to remit any of the revenues generated from such registration fees to you.

(f) It is your obligation and responsibility to ensure that your operations, including participation in New Client Lead Generation Programs, customer loyalty, referral and other contest and promotions, reciprocal membership programs, and any and all other activities in connection with the operation and/or promotion of the Franchised Business are conducted in compliance with all applicable laws, rules and regulations.

4.5 Electronic Funds Transfer.
Unless we designate otherwise in writing, all payments you are obligated to make to us under this Agreement and otherwise, including, without limitation, the monthly Royalty, Marketing and Promotion Fund Contributions, and Software Reimbursement must be paid by electronic funds transfer ("EFT"). All payments are to be made in U.S. Dollars. You must sign and deliver to us and our designees all of the documents, forms and information we require to authorize EFT and automatic payments to us. Unless we designate otherwise in writing, you must use the commercial billing service and its supplied computer program to process your member fees (including enrollment, monthly fees and other payments) as we designate. You must instruct and authorize the commercial billing service to credit and transfer to our bank account all Royalty, Marketing and Promotion Fund Contributions, Software Reimbursement payments and all other fees you are required to pay to us under this Agreement. You must also, in addition to those terms and conditions set forth in the Brand Standards Manual, maintain a single bank account for such payments (with overdraft protection from your operating account) and must maintain such minimum balance in such account as we may reasonably specify from time to time. You must not alter or close such account except upon our prior written approval. Any failure of yours to comply with your obligations under this Section 4.5 in strict accordance with our instructions will constitute a material default of this Agreement. We reserve the right to change this payment method at any time, effective on 30 days' prior written notice to you, and we may require that you pay any and all fees due to us through any method and manner we designate. You hereby authorize the commercial billing service provider to grant us access to all of your records, including databases and receivables. We will have full access to all of your data, system and related information by means of direct access, whether in person or by telephone/modem installed and maintained at your sole cost and expense.

4.6 Fees Fully Earned; No Setoff on Payments.
All payments made by you to us under this Agreement are fully earned and non-refundable when paid. All payments to be made by you to us will made be without setoff, deduction, defense, counterclaim or claims in recoupment.

4.7 Late Fee; Interest on Delinquent Payments; Administrative Fee.

(a) Any payment, including any payment of Royalty, Software Reimbursement and/or Marketing and Promotion Fund Contribution not received by us when due will be a material breach of this Agreement and will be subject to a late charge of 5% of the amount past due. In connection therewith, you and we agree that the late charge is a reasonable and good faith estimate by you and us of such costs because (i) we will incur certain costs and expenses including, without limitation, administrative costs, collection costs, loss of interest, and other direct and indirect costs in an uncertain amount; and (ii) it would be impractical or extremely difficult to fix the exact amount of such costs in such event.

(b) All delinquent amounts will bear interest from the date payment was due at an annual percentage rate ("APR") of 18% (unless interest rates on delinquent payments in the state in which your Outlet is located are limited by law to a lesser percentage, in which case that APR will apply), and you must reimburse us immediately upon demand for all reasonable costs of collection relating to delinquent amounts.

(c) In addition to any other applicable fee due to us under this Agreement, you must pay us an Administration Fee of $500 to cover our administrative costs in connection with your request to: (a) remove an owner; (b) add an owner; or (c) relocate your Outlet. This fee is due at the time you submit your request.

(d) You agree not to dispute any payment you make to us via credit card. If you pay any fee due to us under this Agreement by credit card, and you subsequently dispute any such payment, in addition to any and all rights and remedies available to us under this Agreement and applicable law, you must pay to us the fee due, plus all charges, costs, expenses, and fees we incur as a result of any such dispute, including attorneys' fees and all reasonable costs of collection.

4.8 No Accord or Satisfaction.
If you pay, or we otherwise receive, a lesser amount than the full amount provided for under this Agreement for any payment due hereunder, such payment or receipt will be applied against the earliest amount due us. We may accept any check or payment in any amount without prejudice to our right to recover the balance of the amount due or to

pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying any check or payment or elsewhere will constitute or be construed as an accord or satisfaction.

V. INITIAL TERM AND RENEWAL TERMS

5.1 Initial Term.
The initial term of this Agreement (applicable solely to the Franchised Business licensed hereunder) commences on the Effective Date and expires on the 7th anniversary of the Effective Date, unless sooner terminated pursuant to the provisions of this Agreement.

5.2 Renewal Terms.

(a) Upon written notice delivered to us not less than 120 days before the end of the existing term hereof, you may renew your Franchise for successor seven-year terms commencing on the expiration date of the previous term, subject to the provisions of sections 5.2(a) through 5.2(i) below.

(b) At the time of renewal, you must (i) then be solvent (which means that you are able to pay your debts as and when promised by you and you have assets that are greater than your debts), (ii) have not abandoned the Franchise, (iii) not be operating the Franchise in a manner endangering public health or safety or materially harming the Fit Body Boot Camp brand or reputation, and (iv) not have knowingly submitted false or incomplete reports to us during the initial term.

(c) Notwithstanding section 5.2(a) above, we are not obligated to renew your rights granted under this Agreement for an additional term if one or more of the following applies or occurs:

(i) You give us written notice of your intention not to renew this Agreement at least 180 days before the expiration of the initial term or any successor term.

(ii) During the 180 days prior to expiration of the Franchise, we permit you to sell your Franchised Business to a purchaser meeting our then current requirements for granting new Franchises or (if we are not granting a significant number of new Franchises) the then current requirements for granting renewal Franchises.

(iii) Termination of this Agreement would be permitted pursuant to sections 13.1 or 13.2 hereof.

(iv) You and we agree not to renew the Franchise.

(v) We withdraw from distributing our products or services through Franchises in the geographic market you serve, provided that:

(A) Upon expiration of the Franchise, we agree not to seek to enforce any covenant of the non-renewed franchisee not to compete with us or our franchisees; and

(B) The failure to renew is not because we are converting the business conducted by you pursuant to this Agreement to an operation by our employees or agents for our own account.

(vi) At the time of renewal, you or any Principal Equity Owner has been convicted of a felony or a crime involving moral turpitude, consumer fraud or any other offense that is reasonably likely, in our reasonable judgment, to have a materially adverse effect on the Marks, the System or the goodwill associated with the Marks or System.

(d) As a condition to renewing your Franchise rights, (i) you must sign our then-current form of Franchise Agreement (which may contain materially different terms); and (ii) you must sign a mutual general release in the form we designate releasing us from any and all claims through the effective date of the release. **IN ADDITION TO NOT GRANTING ANY ADDITIONAL RIGHTS BEYOND THOSE GRANTED IN THIS AGREEMENT, THE THEN-CURRENT RENEWAL FRANCHISE AGREEMENT MAY CONTAIN OTHER TERMS THAT ARE SUBSTANTIALLY DIFFERENT FROM THOSE IN THIS AGREEMENT, INCLUDING DIFFERENT OR HIGHER ROYALTY FEES AND OTHER RECURRING FEES.** The then-current Renewal Franchise Agreement, when executed, will supersede this Agreement.

(e) At the time of renewal, you must have satisfied all monetary obligations owed by you to us and to our

affiliates and all other material obligations under this Agreement, and we may examine your books and records to verify compliance with this requirement anytime during normal business hours within 60 days of your renewal date.

(f) At the time of renewal, you and your Principal Equity Owners may be required to execute a release, in the form prescribed by us, of all actual or potential claims you or they may have against us, our affiliates and our respective officers, directors, agents and employees as of the effective date of the Renewal Franchise Agreement.

(g) Before or not later than 90 days after your execution of a Renewal Franchise Agreement for an additional term, you must make such physical modifications to your Outlet as are reasonably necessary so that they are consistent with the then current System requirements, and so that they can accommodate new Fit Body Boot Camp Services and Products, if any. You must also bring your Outlet and equipment, materials and supplies into compliance with the standards then applicable to new Fit Body Boot Camp franchises.

(h) You must pay us a renewal fee of $5,000 at the time you sign the Renewal Franchise Agreement.

5.3 Month to Month Extension; Longer Notice of Expiration Required by Law.

(a) At our option, to be exercised in our sole and absolute discretion, if the renewal procedures described in section 5.2 above have not been completed, or in lieu of formal renewal of the Franchise, we may extend this Agreement on a month-to-month basis by notifying you we are doing so. Said month-to-month extension will continue until we give you at least a 30-day notice that the Franchise rights must be formally renewed in accordance with section 5.2 or the Agreement will expire and be terminated.

(b) If applicable law requires us to give a longer period of notice to you than herein provided prior to the expiration of the initial term or any successor term, we will give such additional required notice. If we do not give such required additional notice, this Agreement will remain in effect on a month-to-month basis only until you have received such required additional notice.

VI. TRAINING AND ASSISTANCE

6.1 Initial Training.

(a) Virtual FBBC Training. You must attend and complete to our satisfaction, our Virtual FBBC Training Program before you commence operation of the Virtual FBBC Business. We may provide the Virtual FBBC Training Program through any medium we designate, including online platforms accessible remotely. You must complete the Virtual FBBC Training Program within the 30 day period following the Effective Date, unless we designate or agree in writing to a different time period. You acknowledge that the Virtual FBBC Training may not include any in-person training and may be conducted entirely remotely, at our discretion. We will be deemed to have completed our “pre-opening” obligations, and you will be deemed to have commenced operation of the Franchised Business on the date you launch your first Virtual FBBC Class.

(b) Outlet Training. It is of paramount importance that you, your General Manager, your Fitness Trainers, the Principal Equity Owners, and your other key employees and representatives understand the Franchised Business and the System, that your General Manager has been trained how to operate the Franchised Business, and that your Fitness Trainers have been trained how to provide Fit Body Boot Camp fitness techniques to retail customers. Accordingly, we will provide to your General Manager, Fitness Trainers and your Principal Equity Owners an Initial Training program, in the format and including the content that we designate (the “Initial Training”). You acknowledge that the level of training required, and time devoted to each level of training, may vary depending on the position held. For instance, Fitness Trainers may not be required or permitted to attend those portions of Initial Training that are applicable to owners and General Managers. We reserve the right to require some or all of the Initial Training to take place at our designated facility (currently in Chino Hills, California), at another designated Fit Body Boot Camp® location, through the Fit Body Boot Camp Membership site, content in your Brand Standards Manual, and/or through any other electronic medium we designate, which may include virtual classes and/or scheduled webinars with a member of the Fit Body Boot Camp Coaching Team. We reserve the right to conduct the entire Initial Training remotely through virtual training sessions at our discretion. The program is intended to provide an orientation to the System and instruction on how to operate the Franchised Business. As mutually agreed upon by you and us, and subject to our availability, you and/or your General Manager may also attend additional training at or near our headquarters in Chino Hills, California, or at another training center designed by us. Unless there are extenuating circumstances that in our reasonable determination justify a delay, your required trainees (your “Training Team”) must attend the next Initial Training that we offer in the calendar quarter immediately following the

Effective Date. Your Training Team must complete Initial Training to our satisfaction and you may not open the physical Outlet until your Training Team has satisfactorily completed Initial Training. You acknowledge and agree that we will solely determine whether the individual members of your Training Team have satisfactorily completed Initial Training. As part of your Initial Training, unless we designate otherwise in writing to you, you must: attend one Fit Body Boot Camp mastermind class within four months from the Effective Date; (b) attend a five-day Fit Body Boot Camp University training program within six months of the Effective Date.

(c) The failure of your Training Team to complete Initial Training to our satisfaction (this is typically completed within the calendar quarter immediately following the Effective Date) will be grounds for termination of this Agreement; provided, however, that your General Manager and Fitness Trainer who fails to successfully complete Initial Training will have the opportunity to either retake the Initial Training or you may designate one replacement for the Initial Training program.

(d) After you open your Outlet, we may require you to attend and complete additional training as we determine in our sole discretion, which may be conducted electronically (including online through www.fbbcuniversity.com) or at a location we designate. All Fitness Trainers must also obtain and maintain in good standing fitness certifications provided through Fit Body Boot Camp University and on-line at *www.fbbcuniversity.com*.

(e) We will determine the contents and manner of conducting the Initial Training program in our discretion (which may include instruction through the Fit Body Boot Camp Membership Site, Brand Standards Manual, and/or webinars with members of the Fit Body Boot Camp Coaching Team), which is structured to provide practical training in the implementation and operation of the Franchised Business and may include such topics as Fit Body Boot Camp standards, marketing and customer service techniques, reports and equipment maintenance.

(f) There is no separate fee payable to us for the Initial Training program provided to your Training Team.

(g)All costs and expenses (including travel, hotel and meal) of your Training Team and any other of your attendees of Initial Training will be your sole responsibility. All persons attending Initial Training on your behalf must have a demonstrable relationship to the management and operation of your Franchised Business and must execute an approved form of Restrictive Covenant Agreement including confidentiality and non-disclosure covenants.

6.2 Training and Assistance after Opening.

(a) After you open your Franchised Business, (i) we or our designee will provide you with access to, list your Outlet on, and integrate other information, as we designate, about your Outlet into, the Fit Body Boot Camp website, which may include access to a password protected, digital copy of the Brand Standards Manual (any future updates or modifications to your presence on the Fit Body Boot Camp website may be at your cost and expense) and (ii) you shall, on an ongoing and regular basis throughout the term, continue to access the Fit Body Boot Camp Membership website or such other platform as we designate, for workout and marketing content, and continue to schedule coaching calls or webinars.

(b) After you open your Franchised Business, at your request and subject to our availability, we will be reasonably available by phone or email for guidance to provide you with advisory assistance in the operation of your Franchised Business. We do not, and are not required to, provide you with any assistance related to your employment matters, including, hiring, supervising or discharging employees. We do not exercise any direct or indirect control over your employment practices. You hereby acknowledge and agree that it is entirely your responsibility to handle employment matters and that you are strongly advised to consult with an employment attorney to assist you on appropriate, responsible and legally compliant employment practices. Our representatives may visit your Outlet and Territory from time to time, but the frequency and duration of any such visits by our representatives is in our sole discretion.

(c) After you commence operation of your Franchised Business, and upon reasonable notice, we may require attendance of your designated personnel at training courses, seminars, conferences or other programs other than Initial Training or mandatory meetings (described in section 6.3 below) that are deemed by us to be relevant or appropriate to the operation of your Franchised Business. You specifically agree that only persons trained by us or under our supervision will have overall responsibility for the operation of the Outlet and Franchised Business, and that you will send your General Manager to us for additional training if we request this. You acknowledge and agree that the nature, frequency and duration of any additional training or assistance by us or our designated representatives will be in our sole discretion. We may, at our discretion, charge you an additional training fee of up

to $750 per day for Fit Body Boot Camp training courses, seminars, conferences or other programs that we require you and/or your representatives to attend. We may also charge you and each person you are permitted to bring to our annual conference our then-current registration fee.

(d) We may but are not required to offer you optional staff training courses, coaching and business mentoring programs, seminars, conferences, or other programs, in a suitable location we select. We may, at our discretion charge you a separate fee of up to $750 per day for this optional training.

(e) In addition to updates to the Brand Standards Manual, we may provide you with additional materials relating to the Franchised Business. We may also from time to time make available to you for purchase other materials relevant to the System and the Franchised Business.

(f) All costs and expenses (including travel, hotel and meal) of your attendees at any post-opening training, conferences or meetings will be your sole responsibility. All persons attending post-opening training, conferences or meetings on your behalf must have a demonstrable relationship to the management and operation of your Franchised Business and must execute a confidentiality and nondisclosure agreement in the form we designate or approve before attending any training, conference or meeting at which Confidential Information will be disclosed.

(g) In the event of a Transfer of your Franchised Business (which must be done in full compliance with section 12.2 of this Agreement), the transferee must satisfactorily complete the training program we designate as a condition of our consent to such Transfer. The transferred Franchised Business may not be opened or re-opened by the transferee until we accept the transferee in writing as being qualified to operate the Franchised Business and we have otherwise consented to the Transfer in accordance with this Agreement.

6.3 Mandatory Meetings.
Not more often than once each year, we may conduct a system-wide meeting or series of regional meetings to discuss Fit Body Boot Camp business activities or other matters relating to the Franchised Business. We anticipate holding these system-wide meetings or conferences on a bi-annual basis, but reserve the right to hold it annually. Attendance of the General Manager at these meetings will be mandatory (and is highly recommended for all your Principal Equity Owners). We may limit the number of your attendees at these meetings. You must pay the cost of travel, hotel and meal expenses for your attendees at these mandatory meetings. The mandatory meetings referenced in this section 6.3 are in addition to any voluntary convention or sales conference that may be coordinated by us. We reserve the right to charge a registration fee for your attendance at the annual meeting or convention, which will not exceed $2,000 per person.

6.3 Proprietary Materials.
At Initial Training and other training programs and conferences, we may provide you with Proprietary Information, as well as training materials, training curricula and related materials for your use in the training of your staff. All these items are and will remain our sole and exclusive property. You must not yourself nor allow your employees or others, to copy, reproduce, disseminate or otherwise reveal to third parties any Proprietary Information or related materials without our express prior written consent.

VII. OPENING OF OUTLET AND FRANCHISED BUSINESS

7.1 Approved Location; Your Outlet.

(a) If you have not secured an approved location for the Outlet as of the Effective Date, you shall, at your sole cost and expense, (i) find a location within the Designated Area identified on Exhibit 1 for the Outlet, which location shall be subject to our prior approval, which may be granted or withheld in our sole and absolute discretion, (ii) enter into a binding lease agreement for the location within 90 days of the Effective Date, in accordance with the terms and conditions of this Agreement, and (iii) begin constructing and equipping the Outlet in strict accordance with our then-current standards, procedures, plans and specifications. If you do not secure an approved location for the Outlet within the 90 days after the Effective Date, we have the right to immediately terminate this Agreement. We will communicate our approval or disapproval of the proposed site within 15 business days of the date you submit all information we require regarding the proposed location. We will assist you in the site selection process and we reserve the sole right of final review and consent to any location of the Outlet. We may use available demographic information to help you evaluate the site and the area in which it is located, and analyze area income figures, traffic patterns, visibility, population density, competition, zoning, parking, accessibility and other related, relevant circumstances. Our final review and consent to the location of your Outlet is

not a guarantee that a Fit Body Boot Camp business can be successfully operated there or anywhere else.

(b) You must provide a copy of the proposed lease agreement for the Outlet location before you sign any letter of intent or binding agreement. You are not permitted to sign a lease agreement for the Outlet unless and until we approve the lease agreement. You agree that we do not guarantee that the terms, including rent, will represent the most favorable terms available in the market. We require the inclusion of the terms set forth in the Lease Rider attached to this Agreement as Exhibit 4. You shall ensure that the terms of the Lease Rider are incorporated in the lease. You shall provide us with a copy of your fully executed lease agreement immediately after signing.

(c) You acknowledge that the location, selection, procurement and development of the site for the Outlet are your responsibilities. You further acknowledge that our approval of a site and/or rendering of assistance in the selection of any site does not constitute a representation, promise, warranty or guarantee, express or implied, by us or our officers, employees, directors, attorneys or agents, as to the potential sales volume, profits or success of the Franchised Business to be developed, opened and operated by you at the location. We will not have any liability to you with respect to any assistance we or our designees provided to you in making your selection, and in our recommendation or approval of any location. Once the location for the Outlet is secured in accordance with the terms of this Agreement, we will issue an amended Exhibit 1 to identify the approved location as the Outlet from which you will operate the Franchised Business and the Territory.

(d) To promote the orderly and timely service of Fit Body Boot Camp customers, you may not deliver Fit Body Boot Camp Services and Products outside your Territory without our prior written consent.

7.2 Building Out Your Outlet.

(a) You must build out your Outlet (and commence operation of the Franchised Business there) within 180 days after the Effective Date, using architects, project managers, contractors, subcontractors, architectural plans and key equipment suppliers designated by us (or one of our affiliated companies) or otherwise reasonably acceptable to us. You must commence operation of the Franchised Business at your Outlet as soon as practicable after your receipt of a certificate of occupancy (or equivalent document) from the responsible local government authority. If you have not commenced operation of the Franchised Business within 180 days after the Effective Date, we may terminate this Agreement effective on written notice, and if we do so, you will not be entitled to receive any refund of your Initial Franchise Fee. We may give you an extension of time to open the Outlet beyond the mandatory dates specified above in this section 7.2(a) if we deem in our sole discretion that you have made a diligent effort to open but were unable to do so due to reasons beyond your reasonable control.

(b) Upon receipt of written request from you, we will provide you with a sample prototype layout for your Outlet. You acknowledge that such plans and specifications will not contain the requirements of any federal, state, or local law, code or regulation (including, without limitation, those concerning the Americans with Disabilities Act (the "ADA") or similar rules governing public accommodations or commercial facilities for persons with disabilities), nor will such plans contain the requirements of, or be used for, construction drawings or other documents necessary to obtain permits or authorization to build the Outlet. It is your sole and absolute responsibility to construct the Outlet in accordance with all applicable laws, including the ADA and local laws, rules and regulations governing public accommodations. Without limiting the foregoing, at your sole expense, you must employ architects, designers, engineers or others designated or approved by us to complete, adapt, modify or substitute the sample plans and specifications for the Outlet. The architect must submit a complete set of final plans and specifications to us for approval before commencing construction of the Outlet. We will review these plans and specifications promptly and either approve them as stated or provide you with our comments on the plans and specifications. And, you may not commence construction of the Outlet until we approve, in writing, the final plans, specifications and contractors to be used in constructing the Outlet. We will consult with you, to the extent we deem necessary, on the construction and equipping of the Outlet, but it is and will remain your sole responsibility to diligently construct, equip and otherwise make ready, and then open the Outlet. You are responsible, at your expense, for obtaining all zoning classifications, permits, clearances, certificates of occupancy and center clearances which may be required by governmental authorities and for complying with all covenants, conditions, easements, and restrictions of record.

(c) You must use licensed general contractors, designers, vendors and architects approved by us before performing construction work at your Outlet. We expressly disclaim any representation or warranty of the quality of any goods or services provided by architects, contractors, or any other persons or entities which we may refer to you,

including, but not limited to any warranty as to merchantability or fitness for any specific purpose. We will not be responsible for delays in the construction, equipping or decoration of the Outlet or for any loss resulting from the Outlet design or construction since we have no control over the landlord or developer and numerous construction or related problems which could occur, and consequent delay in the opening of your Outlet. We must approve in writing all changes in the Outlet plans prior to construction of the Outlet or the implementation of such changes.

(d) We must have access to your Outlet while work is in progress. We may make video records of construction in process and may require such reasonable alterations to or modifications in the construction of the Outlet as we deem necessary to bring your Outlet into compliance with then-current brand standards. Your failure to promptly commence the design, construction, inventorying, equipping and opening of the Outlet with due diligence will be grounds for the termination of this Agreement. And if you do not complete the build out of the Outlet in a reasonable time, we have the right, but not the obligation, to complete the build out, all expenses of which will then be paid or reimbursed by you. Before opening of the Outlet and prior to final inspections by any governmental agency, we will complete a final "walk through" inspection of the Outlet and issue a written consent to open. Any deficiencies noted by us during this inspection must be corrected by you within 30 days or this Agreement may be terminated without any liability to us.

(e) We have the right to regularly inspect your Outlet and any other site where you conduct the Franchised Business.

7.3 Equipment, Furnishings, Fixtures, Signs, Decor and Initial Inventory.

(a) You must install and use in connection with the operation of the Franchised Business and in and about the Outlet only such equipment, fixtures, furnishings, interior and exterior signage and other property and items which strictly conform to the appearance, uniform standards, specifications and procedures of Fit Body Boot Camp and the System, as we may revise from time to time in our sole and absolute discretion. Within the timeframes that we specify before the Outlet Opening Date, you must order from (and if necessary pre-pay to) designated or approved suppliers the recommended number of pieces of equipment, proprietary items, other items and accessories as specified in the "Outlet Development Materials" section of the Brand Standards Manual, or such other section as we designate, with delivery scheduled for not later than two business days before the Outlet Opening Date. Thereafter, you must buy replacement or additional designated fitness equipment and accessories, and other authorized items only from vendors designated by us or suppliers approved by us. We and/or our affiliates have the right to retain any and all rebates, incentives and consideration offered or provided by any and all vendors and suppliers. We and our affiliates reserve the right to be one of, or the sole, supplier of any item and/or service and may derive revenue, benefits and other material consideration from such purchases and leases.

(b) You must also purchase non-proprietary fixtures, furnishings, equipment, POS System, computer hardware, software, modems and peripheral equipment as we designate, including as specified in the development materials and the Brand Standards Manual, in adequate quantities and sufficiently in advance to allow you to fully operate your Outlet on the Outlet Opening Date and on an ongoing basis.

(c) You must buy interior and exterior signs, other materials containing the Marks, and apparel containing the Marks only from suppliers approved by us.

(d) You must also purchase uniforms, supplies, paper goods, services, packaging, forms and other products and supplies to constitute your complete initial inventory of such items as specified in the Outlet Development Materials section of the Brand Standards Manual, or such other section as we designate, with delivery scheduled for not later than three business days before the Outlet Opening Date.

7.4 Marketing and Advertising Boundaries.

(a) You may not directly promote, advertise or otherwise market your Franchised Business outside the boundaries of the Territory or other advertising boundary that we designate, without our prior written consent. We may condition our approval on, among other things, your agreement to offer other Fit Body Boot Camp franchisees who are operating franchised locations in the area encompassed by the circulation base of the proposed advertising the opportunity to participate in, and share the expense of your solicitation and/or advertising. The marketing and advertising boundaries are determined by us and may be changed by us or overlap with the territories of other Fit Body Boot Camp Outlets as market conditions or type of media warrant, all in our sole discretion. Such marketing and advertising boundaries may exceed the Territory provided herein, in our sole discretion.

VIII. OPERATION OF FRANCHISED BUSINESS

8.1 Operational Requirements.

(a) At all times you must be, or employ, a General Manager who will devote his or her entire time during normal business hours, as defined in the Brand Standards Manual, to the management, operation and development of the Franchised Business. The General Manager must ensure that you fulfill your obligations to your customers in a timely and professional manner and he or she may not engage in any other business requiring his or her active participation during normal business hours. If you are, or at any time during the term of the Franchise Agreement, you become, a legal entity, one of your equity owners must be designated as the "Responsible Owner", which individual shall be listed on Exhibit 2 to this Agreement. The Responsible Owner must have the authority to accept all notices from us and must be granted the authority to legally bind the legal entity with respect to all contracts, agreements and commercial documents related to your franchised business. This person must have attended and successfully completed our initial training program.

(b) You must construct, open, maintain and operate the Franchised Business for the entire Term in strict accordance with this Agreement, the requirements and procedures set forth in the Brand Standards Manual, and any other specification provided to you by us in writing. You must offer the products, items and services that we designate through the channels, form and manner we designate or authorize in writing. You must cease offering any product, item and/or service we disapprove upon receipt of written notice from us. You must strictly adhere to our requirements in connection with the advertisement, offer, sale and delivery of any and all products and services, including the Fit Body Boot Camp Services and Products. You may not advertise, market or promote the Franchised Business outside the Territory. You are only authorized to operate the Outlet at the physical location approved pursuant to this Agreement and at no other location. Unless we designate otherwise in writing, you are not permitted to offer, sell or provide supplements, meals, apparel, retail product or any other product or service other than the Fit Body Boot Camp Services and Products, in connection with the operation of the Franchised Business.

(c) With respect to the Virtual FBBC Business, you agree to operate the Virtual FBBC Business and to offer and provide the Virtual FBBC Classes in strict accordance with the rules, regulations, specifications and procedures we designate, as communicated to you through the Brand Standards Manual, written communications and/or through video and/or audio specifications, as we designate, throughout the term of this Agreement. Without limiting the foregoing, you must comply with any and all restrictions and requirements we designate relating to the advertisement, marketing and promotion of the Virtual FBBC Business. We have the right to restrict your operation, marketing and /or advertising of the Virtual FBBC Business to individuals residing in your Territory at any time. You acknowledge that, to the fullest extent permissible under applicable law, we may designate minimum and maximum pricing in connection with the Virtual FBBC Business and the Virtual FBBC Classes. You further acknowledge that the Virtual FBBC Business and Virtual FBBC Classes may evolve in the future and you agree to cooperate with us in implementing any and all changes and modifications relating to the Virtual FBBC Business, as we designate. You acknowledge that we, our affiliates and our licensees (including other franchisees) may offer, sell, promote, advertise and provide virtual fitness products and services, including Virtual FBBC Classes, without restriction, including to individuals who reside in or are otherwise located in the Territory. You are not permitted to offer, sell, provide or market any product or service other than Virtual Fitness Classes in connection with the Virtual FBBC Business.

(d) To protect and maintain the integrity, reputation and goodwill of the System and the Marks, we require that you comply with the methodology we prescribe in providing Fit Body Boot Camp Services and Products to customers. To enhance uniformity in the delivery of goods and services to retail customers by our franchises and the strength of our Marks in inter-brand competition, and subject to applicable antitrust laws, we may recommend prices for Fit Body Boot Camp Services and Products and other products and services we authorize for sale at your Outlet. If we do so, you may not advertise or promote (whether by telephone, printed materials or any other media, including, without limitation, social media) retail prices that are inconsistent with these recommended prices. Also, to the extent permitted by federal and state law applicable to the Outlet, we may designate maximum and minimum retail prices to be charged for Fit Body Boot Camp Services and Products.

(e) Your Outlet must be open on a full-time basis in accordance with the hours of operation as designated in the Brand Standards Manual. You shall use the approved Outlet location solely for the operation of the Franchised Business and no portion of the premises may be used for any other purpose, or assigned, subleased or otherwise transferred except as part of a sale of the Franchised Business in accordance with the conditions of transfer set forth in this Agreement.

(f) You must promptly satisfy as and when due any *bona fide* indebtedness that you incur in operating your Franchised Business.

(g) You must notify us in writing within 10 days after you receive actual notice of the commencement of any investigation, action, suit, or other proceeding, or the issuance of any order, writ, injunction, award, or other decree of any court, agency, or other governmental authority that pertains to your owners or the Franchised Business or that may adversely affect your operations in the Territory or your ability to meet your obligations hereunder.

(h) Upon the occurrence of any event, including any event that occurs at the Outlet or in the Territory, that has caused or may cause harm or injury to customers or employees, or that may damage the System, Marks, or image or reputation of the Franchised Business or us or our affiliates, you must immediately inform our designated contact person as instructed in the Brand Standards Manual by telephone, e-mail, text or other electronic messaging medium authorized by us for this purpose. You must cooperate fully with us with respect to our response to an incident described in this section 8.1(g).

(i) If there is any *bona fide* dispute as to any liability for taxes assessed or other indebtedness, you may contest the validity of the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law. However, you may not permit a tax sale or seizure by levy or similar writ or warrant, or attachment by a creditor to occur against the premises of the Franchised Business or any of its improvements.

(j) You may not engage in any co-branding in the Outlet or relating to the Franchised Business except with our prior written consent, which we may grant or withhold in our sole and absolute discretion. We are not required to approve any co-branding chain or arrangement except in our discretion, and only if we recognize that co-branding chain as an approved co-brand for operation within the System. "Co-branding" includes the operation of an independent business, product line or operating system owned or licensed by another entity (not us) that is featured or incorporated within your Outlet or the Franchised Business you operate in your Territory or is adjacent to your Outlet and operated in a manner which is likely to cause the public to perceive it to be related to the Outlet and Franchised Business licensed and franchised hereunder.

8.2 Brand Standards Manual.

(a) You must operate the Franchised Business in accordance with the Brand Standards Manual, a copy of which will be provided to you in the manner we designate, which may be in electronic format. We have the right to modify the Brand Standards Manual at any time by the addition, deletion or other modification of the provisions thereof. All such additions, deletions or modifications are effective on the next business day after the earlier to occur of (a) the day on which the addition, deletion and / or modification is communicated to you, or (b) the day on which the electronic copy is accessible to you through the electronic access method we designate.

(b) As modified by us from time to time, the Brand Standards Manual will be deemed to be an integral part of this Agreement and references to the Brand Standards Manual made in this Agreement, or in any amendments or exhibits hereto, are deemed to mean the Brand Standards Manual. However, the Brand Standards Manual, as modified or amended by us from time to time, will not alter your fundamental rights under this Agreement. If there is any discrepancy or dispute about the version of the Brand Standards Manual that you may have printed and maintain, the master copy of the Brand Standards Manual that we maintain at our headquarters and available on our website or through such other electronic means we designate, will be the controlling version and will supersede all prior versions.

(c) Upon the expiration or termination of this Agreement for any reason whatsoever, you must immediately return to us any and all copies of the Brand Standards Manual, including, without limitation, printed portions of the Brand Standards Manual then in your possession. Except as specifically permitted by us, at no time may you, or your employees or agents, (i) make, or cause to be made, any copies or reproductions of all or any portion of the Brand Standards Manual, (ii) give online access to the Brand Standards Manual to any person that has not signed a confidentiality and non-disclosure agreement in the form we designate or approve or otherwise to any unauthorized persons, or (iii) disclose any part of the Brand Standards Manual to any other person except your authorized employees and agents when required in the operation of the Franchised Business. Unless we designate otherwise, you must also permanently erase anything relating to our trade secrets or other proprietary information from any computers and other media storage devices you retain after expiration, cancellation or termination of this Agreement.

8.3 Standards of Operation; Designated and Approved Suppliers.

(a) You agree that we, you and everyone else involved in the System benefits from the maintenance of the highest standards of uniformity, quality, similar appearance and prominent display of the Marks at your Outlet and elsewhere in your Territory. Therefore, you agree to maintain the uniform standards of quality, appearance and display of the Marks in strict accordance with this Agreement and the Brand Standards Manual as it may be revised from time to time, and as we may otherwise direct in writing. In order that we may establish and maintain an effective network of franchisees, you specifically agree that you must not display or use the Marks except in the manner we authorize.

(b) You acknowledge that you are only permitted to offer and sell Fit Body Services and Products, as we designate, and such other services and products that we designate or approve in writing, in connection with the operation of your Outlet. We have the right to require you to purchase some or all of the Fit Body Services and Products from us, our affiliates, or other suppliers or distributors approved or designated by us. You acknowledge that, without limiting these broad rights, we may require you to sell only the supplement products we specify, and we may require you to purchase the supplement products from our designated vendor (which may be us or our affiliate) at any time in the future. We may designate single or multiple suppliers for any given item or service and may concentrate purchases with one or more suppliers. If you wish to purchase any product, service, good, equipment, or supplies from a supplier or distributor that is not on our approved list, you may submit a written request for our approval of the supplier or distributor (except in instances where we have designated a sole supplier of any product, item, good, equipment, service or supplies), which we may grant or deny in our sole and absolute discretion. The proposed supplier's or distributor's product or service, as applicable, must conform to our designated standards and specifications, which may include the ability of the supplier to provide sufficient quantities of the product or services, as applicable, to the entire System. The supplier or distributor must also provide us with any information we request in order to analyze the supplier's or distributor's suitability, and the composition and conformity of the product and/or service to our standards and specifications. We will have the right to require our representative to be permitted to inspect the supplier's facility and samples from the supplier to be delivered for evaluation and testing, either to us, our affiliate, or an independent testing facility, as we designate. You must pay us an evaluation fee of $1,500 at the time you submit your request for approval. You or the proposed supplier will be responsible for all costs and expenses associated with the testing and approval process.

(c) You acknowledge that we may revoke our approval of any supplier, product or service at any time in our sole discretion. Upon your receipt of written notification of such revocation, you must cease purchasing and selling any disapproved product and/or service.

(d) You acknowledge that we and /or our affiliates have the unrestricted right to derive income, consideration, payments and other benefits on account of your purchase or lease of any products, services, supplies and/or other items from us, any supplier, including approved suppliers and/or designated suppliers. This income may be derived in any form, including as a rebate from various suppliers based on the quantity of System franchisee purchases. These amounts and consideration are subject to change without restriction. We and our affiliates may, without restriction, charge mark-ups on any products and/or services sold or leased to you by us and/or our affiliates and/or system suppliers.

8.4 Point of Sale System and Computer System.

(a) You must purchase, use and maintain a computer system (the "Computer System") and point of sale system (the "POS System"), as we designate, to be used in the operation of the Outlet and for reporting purposes from the suppliers we designate. If applicable, the Computer System and POS System must always be connected to a dedicated broadband connection, digital subscriber line ("DSL") or other high-speed communications medium specified by us, with access to the Internet to implement software, transmit and receive data, in the manner designated by us, including through the Brand Standards Manual or otherwise by us in writing. You must obtain and maintain agreements, including software and annual maintenance agreements with the designated suppliers, which may include the manufacturer or distributor of the Computer System and/or POS System. You must record all sales at or from the Franchised Business at the time of sale, in accordance with our procedures and specifications through the POS System. You shall comply with all requirements we designate regarding the maintenance, training, storage and safeguarding of data, records, reports and other matters relative to the Computer and the POS System. The POS System must be electronically linked to and accessible us and our designees without restriction in the manner we designate. We have the unrestricted right to independently access any and all information on your Computer and POS System at any time, without first notifying you. Without limiting

the foregoing, you shall, at your sole cost and expense, permit us immediate access to your POS System and Computer System in any manner we determine, including through a third-party designee. We have the right to use any and all information accessed on the POS System or Computer System in any manner we determine, including the right to use any and all such information in our Franchise Disclosure Documents, to share financial statements, including profit and loss statements, with third parties including system franchisees and prospective franchisees. Without limiting the generality of the foregoing, we may poll the POS System on a daily or other basis at such times and in such manner as determined by us, with or without notice, and to retrieve such transaction information including sales, sales mix, usage and other operations data as we deem appropriate. You must ensure that only adequately trained employees, can conduct transactions using the POS System. Within a reasonable time upon our request, you must apply for and maintain debit cards, credit cards or other non-cash systems existing or developed in the future to enable customers to access and purchase Fit Body Boot Camp Services and Products via such procedure, as specified or designated by us. We may require you to update, upgrade, modify or replace the Computer System and/or the POS System, including hardware and/or software, at any time without restriction upon written notice to you.

(b) You must maintain an e-mail account and always connect the Computer System to a dedicated broadband connection, DSL or other high-speed communications medium specified by us, with access to the Internet to implement software, transmit and receive data, in the manner designated by us in the Brand Standards Manual or otherwise by us in writing. You must obtain all software and hardware, including digital still and video cameras, as we may specify to enable you to provide ample security against viruses, send and receive e-mail, contact and track customers, perform accounting functions, perform marketing and access and transmit digital photos and streaming video or other multimedia signals and information to and from the Outlet, and you must, from time to time, upon our request transmit digital photos and real time video and audio signals of the Outlet to us, and in the form and manner prescribed by us.

(c) As stated above, we may designate that certain computer software must be used in the operation of the POS System and/or Computer System ("Designated Software"). You must license or sublicense such Designated Software from our designee and enter into a software license agreement on the software licensor's then-current form and pay any related license or maintenance fees. We have the right to require you to pay any and all such fees directly to us or to our designee, including mark-ups we impose in connection with such fees and payments. You must purchase, use and install any and all upgrades, enhancements or replacements to the Designated Software, as we designate and within the time periods we specify.

(d) You may not install, and must prohibit others from installing, unauthorized software on the POS System and the Computer System. You must take all commercially reasonable measures to insure no malicious code, malware or other unauthorized code or software is installed on, or transmitted by, the POS System or the Computer System. You must from time to time communicate to us all passwords, access keys and other security devices or systems necessary to permit us or our designee to access the POS System and Computer System and obtain the data we are permitted to obtain under this Agreement, including accounting, sales, marketing, client and other information.

(e) All information on the POS System and Computer System, including but not limited to customer data and contact information, is our property and you consent to our using this information in any way we see fit, including to market other products and services, including those not constituting Fit Body Boot Camp Services and Products.

(f) We may disclose information relating to your operation of the Franchised Business, including, but not limited to, Gross Revenues, customer counts, and other related data, to future prospective franchisees.

8.5 Maintenance, Upgrades and Refurbishments to the Outlet.

(a) You shall repair and maintain the Outlet in a clean and orderly condition and in good repair in accordance with the System, the Manual, and this Agreement. We require that you maintain, and from time to time refurbish, the Outlet to conform to the then-current building design, Trade Dress, and color schemes then applicable for an Outlet. Such maintenance and refurbishment may require expenditures by you on, among other things, structural changes, installing new equipment, remodeling, redecoration and modifications to existing improvements and such modifications as may be necessary to comply with System-wide standards then in effect for Outlets or to accommodate new Fit Body Boot Camp Services and Products. In this regard, the following requirements are applicable:

(i) You must maintain all equipment used at the Outlet on an as needed basis. And you must

immediately and completely resolve to our satisfaction any maintenance deficiencies we identify.

(ii) You must make all upgrades and replacements to equipment and any technology used in connection with the operation of your Franchised Business, as we designate.

(iii) We may periodically require you to update the Trade Dress used at your Outlet. Such updates will be contained in the Brand Standards Manual or otherwise provided to you in writing. Such updates may require you to install new color schemes, logos, signage or other visual elements.

8.6 Relocation of Your Outlet.

(a) You are not permitted to relocate your Outlet unless you obtain our prior written approval. If you desire to relocate your Outlet, you must submit a written relocation request to us not less than 90 days prior to the desired date of relocation (unless prior notice is impractical because of a required relocation in which event notice must be given as soon as possible). In your relocation request, you must describe the reasons for the relocation and provide complete written details with respect to any proposed new location.

(b) Within 20 business days after receiving your request, we will either approve or disapprove in writing such closure or relocation in our reasonable discretion. In the event of disapproval of a proposed relocation, you may request an alternative proposed new location pursuant to the provisions of this section 8.6. If we approve your request to relocate, you must pay to us a $500 administrative fee, which is due immediately upon your receipt of our approval.

(c) You and the landlord for the new premises must incorporate the Lease Rider in our then-current form into your lease agreement. You acknowledge that the Lease Rider may, among other things: (i) grant us an option to assume your position as lessee under the lease for the relocated Outlet premises if you are in material default of either the lease for the relocated Outlet premises (including an obligation of the landlord to notify us if you are in such default) or this Agreement, (ii) grant us the right to assign the lease to a *bona fide* franchisee of the System after assuming the lease, and (iii) require the landlord to fully cooperate with us in completing de-identification of the relocated Outlet if this Agreement is terminated or expires without being renewed and we do not exercise our option to assume the lease for the relocated Outlet premises.

8.7 Record Keeping and Reporting Requirements.

(a) You agree to implement and thereafter use specific accounting software and tools as we designate, including to track, account for and report on the financial performance and other details of the Franchised Business. Not later than 10 business days after the end of each month, you must submit to us an unaudited profit and loss statement, as well as other financial or statistical reports, records, statements or information that we reasonably deem to be required or desirable as stated in the Brand Standards Manual or otherwise in writing.

(b) Within 90 days after the end of each of your fiscal years (or any permitted extension for filing same), you must submit to us a copy of the Schedule C or equivalent portion of your federal tax return relating to the Outlet and your operation of the Franchised Business. On the Effective Date (and any time thereafter that this date changes), you must notify us of your fiscal year end date.

(c) All financial or statistical information you provide to us must be accurate and correct in all material respects.

(d) We have the right to use any financial or statistical information that you provide us, as we deem appropriate.

(e) We or our designated agents have the right, at all reasonable times, to examine, copy and audit the books, records and applicable Schedules C (or equivalent portion) of your tax returns that relate to the Outlet and your operation of the Franchised Business.

(f) You must maintain and preserve all books, records and accounts of or relating to the Franchised Business for at least five years after the expiration or earlier termination of this Agreement

(g)You must provide to us any and all reports and information we request in connection with your operation of the Virtual FBBC Business or otherwise relating to the Virtual FBBC Business.

8.8 Signs and Display Materials.

(a) All signs, display materials and other materials containing the Marks must be in full compliance with our designated specifications, including the specifications provided in the Brand Standards Manual and must be purchased from our designated or approved suppliers.

(b) Subject to applicable governmental ordinances, regulations and statutes, you agree to post and maintain, at the Outlet, entirely at your expense, any minimum signage recommended by us.

8.9 Telephone Numbers.

At your sole expense, you must list the telephone number for your Outlet in accordance with procedures prescribed by the Brand Standards Manual. At the time of termination or expiration of this Agreement, for any reason, you must transfer the telephone numbers for your Outlet to us or cancel them and de-list them from any applicable telephone directory or other telephone number listing service.

8.10 Insurance.

(a) You must obtain and maintain, throughout the term of the Franchise Agreement, all insurance coverage we require, which requirements may be set forth in the Brand Standards Manual. Without limiting the foregoing, you must have in effect on the date you commence operation of the Franchised Business and maintain during the term of this Agreement comprehensive general liability insurance, automobile insurance, and other insurance that is legally required for you to operate your business (*i.e.*, workers' compensation insurance) or that is reasonably prudent for your type of business. Policy coverage limitations and other terms relating to insurance will be set forth in the Brand Standards Manual and are subject to modification, at our discretion. Any policies of insurance that you maintain must contain a separate endorsement naming us and the Owner of the Marks (and our other affiliated companies identified by us in writing), and their respective shareholders, members, managers, directors, officers, employees, and agents as additional insureds to the full extent of coverage provided under the insurance policies. Your insurance coverage will be primary as respects us and other affiliated companies we identify in writing, and our respective shareholders, members, managers, directors, officers, employees, and agents. Any insurance or self-insurance maintained by us and other affiliated companies we identify in writing, and our respective shareholders, members, managers, directors, officers, employees, and agents will be excess of your insurance and will not contribute with it. You must provide us a copy of the policy and endorsement upon issuance and upon renewal. You hereby grant us a waiver of any right of subrogation which any insurer of yours may acquire against us resulting from payment of any loss under such insurance. This provision applies regardless of whether we received a waiver of subrogation endorsement from the insurer. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or better and authorized to do business in the state where your Outlet is located, unless otherwise approved in writing by us.

(b) You must promptly notify us of all claims against you or us under said policies of insurance and deliver to us certificates evidencing that such insurance is in full force and effect within 30 days after the Outlet Opening Date and each succeeding anniversary of the Outlet Opening Date. Such insurance certificate must contain a statement that the certificate cannot be canceled without 30 days (10 days for non-payment) prior written notice to you and to us. You must notify us in writing immediately regarding any cancellation, non-renewal or reduction in coverage or limits.

(c) Your failure (for any reason) to procure and maintain the insurance coverage required under this Agreement will be deemed a material breach of this Agreement.

8.11 Review and Inspection.

(a) We have the right to send representatives at reasonable intervals at any time during normal business hours, to your Outlet or other offices to review and inspect your operations, business methods, service, management and administration relating to the Franchised Business or its equivalent, to determine the quality thereof and the faithfulness of your compliance with the provisions of this Agreement and the Brand Standards Manual. We have the right to inspect your Virtual FBBC Business through any means we designate, including through viewing your Virtual FBBC Classes.

(b) You must permit our representatives to access your Franchised Business and any other facility from which you sell Fit Body Boot Camp Services and Products at any time during normal business hours to conduct reviews and inspections. You must cooperate with such reviews and inspections by rendering such assistance as our representatives may reasonably request and upon notice from us or our representatives, immediately begin such steps as may be necessary to correct any deficiencies noted during any such inspection. Within 10 business days after any such inspection, our representatives may re-inspect your Outlet (or other facility, if applicable) to ensure noted deficiencies have been corrected. If the deficiencies have not been corrected by the time of the initial re- inspection, our representatives may make additional re-inspections every five business days thereafter until noted deficiencies have been corrected and you must reimburse us the travel and lodging expenses of our representatives who conduct the additional re-inspection.

8.12 Compliance with Laws.

You must (i) operate the Franchised Business in compliance with all applicable laws, rules and regulations of all governmental authorities, (ii) comply with all applicable wage, hour and other laws and regulations of the federal, state or local governments, (iii) comply with all music licensing laws, rules and regulations, (iv) prepare and file all necessary tax returns and (v) pay promptly all taxes imposed upon you or upon your business or property. You represent and warrant that you will obtain and always maintain the permits, certificates or licenses necessary to conduct the Franchised Business in the locality within which the Outlet is situated. You must immediately notify us of any litigation, arbitration, disciplinary action, criminal proceeding, or any other legal proceeding or action brought against or involving you, or any entity affiliated with you, or any agent, employee, owner, director or partner of yours, which notification must include all relevant details in respect thereof, according to the procedures set forth in the Brand Standards Manual.

8.13 Web Site, Social Media and Internet Marketing.

(a) You are not permitted to register, use or otherwise own your own website, mobile application, and/or social media site in connection with the Franchised Business. You must strictly adhere to our rules, regulations, guidelines and policies regarding use of the Internet, websites, social media sites and/or platforms, mobile applications and any comparable existing or future developed technology or platform. You are responsible for ensuring that your managers and employees comply with the guidelines and procedures. Failure to comply with the restrictions and requirements set forth in this paragraph will constitute a material breach of your obligations under this Agreement. Without limiting the foregoing, you may not (i) establish or maintain an independent website, or social networking media outlet in connection with the Franchised Business, or (ii) register an Internet domain or social networking media outlet name containing any of the Marks. We have the right to discontinue, modify and supplement any and all rules, regulations, guidelines, and policies related to use of the Internet, websites, social media sites and/or platforms, mobile applications and any comparable existing or future developed technology or platform at any time and you must comply with all such changes.

(b) You are not permitted to use any alternative distribution methods and/or programs, including e-commerce, web sites, Internet sub-dealers, tele-sales and telemarketing, or any other non- retail method of distribution, without first obtaining our prior written approval, which approval will be granted or withheld in our sole and absolute discretion.

(c) You must purchase, install and use the software and other technology we designate in connection with the operation of the Virtual FBBC Business and in connection with the provision of the Virtual FBBC Classes. You acknowledge and agree that you may be required to pay initial and ongoing fees for such software, technology and related services, as we designate, which fees we may require you to pay to us, our affiliate or designated suppliers.

8.14 Intranet.

(a) We may, at our option, establish and maintain an “Intranet” through which Fit Body Boot Camp franchisees may communicate with each other, and through which we and you may communicate with each other and through which we may disseminate the Brand Standards Manual, updates thereto and other confidential information. We will have discretion and control over all aspects of the Intranet, including the content and functionality thereof. We will have no obligation to maintain the Intranet indefinitely, and may dismantle it at any time without liability to you.

(b) You may use the Intranet, but only if you are in strict compliance with the standards and specifications, protocols and restrictions that we may establish from time to time regarding such use. Such standards and specifications, protocols and restrictions may relate to, among other things, (i) the use of abusive, slanderous or otherwise offensive language in electronic communications, (ii) communications between or among franchisees that endorse or encourage default of any Fit Body Boot Camp franchise agreement, or other agreement with us or our affiliates, (iii) confidential treatment of materials that we transmit via the Intranet, (iv) password protocols and other security precautions, including limitations on the number and types of employees that may be granted access to the Intranet, (v) grounds and procedures for our suspending or revoking a franchisee's access to the Intranet, and (vi) a privacy policy governing our access to and use of electronic communications that franchisees post to the Intranet. You acknowledge that, as administrator of the Intranet, we can technically access and view any communication that any person posts on the Intranet. You further acknowledge that the Intranet facility and all communications that are posted to it will become our property, free of any claims of privacy or privilege that you or any other person may assert.

(c) You must establish and continually maintain (during all times that the Intranet is operational and until the termination of this Agreement) an electronic connection (the specifications of which will be specified in the Brand Standards Manual) with the Intranet that allows us to send messages to and receive messages from you, subject to the standards and specifications.

8.15 Franchise Advisory Council.

We may, at our option, establish a franchise advisory council (the "FAC"), which will be composed of franchisees of the System. The FAC will, among other functions requested by us, serve as a representative committee for franchisees of the System and facilitate and coordinate the sharing of information and ideas between franchisees of the System and us. If appointed or elected to do so, you (or your designee) must, at your own expense, participate as a member of the FAC. We reserve the right to set reasonable standards for appointment or election to the FAC and you acknowledge that if we establish the FAC, you may be required to pay a fee or otherwise contribute to the FAC, as the FAC leadership or we may require. You acknowledge that the role of the FAC is advisory only, and we are not obligated to implement the FAC's recommendations. Neither you nor your designee will have the right to be appointed, elected, and if appointed or elected, to continue to serve on the FAC if you are in material default of this Agreement, or are not current in your financial obligations to us, and your landlord (if any), suppliers and vendors.

IX. PROPRIETARY MARKS

9.1 License of the Marks.

(a) We hereby grant you the right during the term hereof to use and display the Marks in accordance with the provisions and restrictions contained in this Agreement and in the Brand Standards Manual, solely in connection with your operation of the Franchised Business. Neither you nor any Principal Equity Owner nor any employee, agent, or representative thereof may use, display or permit the use or display of trademarks, trade names, service marks, insignias or logo types other than the Marks and other trademarks and service marks approved for use by us with the Franchised Business. Neither you nor any of your owners, nor any employee, agent, or representative thereof may use or display the Marks in the operation of any business or other activity that is outside the scope of the Franchised Business. You may only use the Marks on the Internet or other electronic media in the manner and as specifically authorized by us in the Brand Standards Manual or otherwise in writing. You agree to be responsible for and supervise all your employees and agents to insure the proper use of the Marks in compliance with this Agreement.

(b) You acknowledge that the Marks have been licensed to us by our affiliate, the Owner of the Marks (the "Owner"), to use in the franchised System. You acknowledge and agree your use of the Marks is a temporary authorized use under this Agreement and that the Owner of the Marks retains all ownership interests in the Marks and that the Owner of the Marks, we and the Owner of the Marks retain all ownership of the goodwill generated by the Marks. You acknowledge that the use of the Marks outside the scope of the terms of this Agreement without our written consent is an infringement of the Owner of the Marks' and our exclusive rights, title and interest in and to the Marks. You agree that as between you and us, all rights to use the Marks within the franchised System are our exclusive property. You now assert no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof resulting from your franchised use thereof or otherwise. It is expressly understood and agreed that ownership and title of the Trade Dress, Brand Standards Manual and our other manuals, bulletins, instruction sheets, forms, methods of operation and goodwill are and, as between you and us, remains vested solely in us, and the use thereof is only co-extensive with the term of this Agreement.

(c) You agree that during the term of the Franchise, and after the repurchase, expiration or termination of the Franchise, you will not, directly or indirectly, commit an act of infringement or contest or aid others in contesting the validity, distinctiveness, secondary meaning, ownership or enforceability of the Marks or take any other action in derogation of the Marks, and that no monetary amount will be assigned as attributable to any goodwill associated with your use of the System or the Marks.

(d) You hereby grant us the right at any time to use the name, image and likeness of you and your owners for commercial purposes in the marketing and promotion of the Marks, Fit Body Boot Camp Services and Products, any Fit Body Boot Camp Outlet, and the System, without any form of compensation or remuneration. You also agree (i) to have any affected employee of yours who is not a Principal Equity Owner sign a release in the form contained in the Brand Standards Manual authorizing us to also use his or her name, image and likeness for the purposes described in this section 9.1(d), without compensation or remuneration, and (ii) to provide us with a copy of such signed release. The terms of this section 9.1(d) survive termination or expiration of this Agreement.

[Your Initials:_____ Principal Equity Owners' Initials:_____]

(e) You acknowledge that we prescribe uniform standards respecting the nature and quality of Fit Body Boot Camp Services and Products provided by you when the Marks are used. Nothing herein gives you any right, title or interest in or to any of the Marks, except a mere privilege and license during the term hereof to display and use the same and you agree that all your use of the Marks under this Agreement inures to our benefit and the benefit of the Owner of the Marks.

(f) You and all of your owners agree that all materials associated with us, Fit Body Boot Camp Services and Products or other services, artwork, graphics, layouts, slogans, names, titles, text or similar materials incorporating, or being used in connection with, the Marks which may be created by you, your employees, agents and subcontractors and any other party with whom you may contract to have such materials produced pursuant to this Agreement will become the sole property of the Owner of the Marks, including copyright and trademark rights. In furtherance thereof, you hereby and irrevocably assign to us all such materials, artwork, graphics, layouts, slogans, names, titles, text or similar materials, whether presently or hereafter existing. Furthermore, you agree on behalf of yourself, your employees, your agents, your subcontractors and any other party with whom you may contract to have such materials produced, to promptly execute any and all appropriate documents in this regard.

(g) If necessary, you agree to join with us and share the expenses in any application to enter you as a registered or permitted user, or the like, of the Marks with any appropriate governmental agency or entity. Upon termination of this Agreement for any reason whatsoever, we may immediately apply to cancel your status as a registered or permitted user and you hereby consent to the cancellation and agree to join in any cancellation petition. You will bear the expense of any cancellation petition.

9.2 Your Business Name.

(a) During the term of this Agreement, you shall hold yourself out to the public as an independent contractor operating the franchised business pursuant to a license from us. You must take all action as may be necessary to do so, including, without limitation, exhibiting a notice in a conspicuous place at the Outlet premises, the content of which we reserve the right to specify, providing that you are a franchisee and independent contractor. Without limiting the foregoing, you shall display the following notice, unless we designate otherwise in writing, at a prominent place visible to customers of your Outlet with your name inserted where indicated: "This Fit Body Boot Camp business is a franchised location and is independently owned and operated by [INSERT Franchisee name]". Additionally, in connection with your operation of the Outlet, you agree that at all times and in all advertising, promotions, signs and other display materials, on your letterheads, business forms, and at the Outlet and other authorized business sites, in all of your business dealings related thereto and to the general public, you will identify the Franchised Business as an "INDEPENDENTLY OWNED AND OPERATED" franchised business on your letterhead, contract agreements, invoices, advertising and other written materials containing the Marks as we may direct. You must provide written notification to each person you intend to hire as an employee advising such person that Fit Body Boot Camp, Inc. is NOT and will under no circumstances be construed as their employer.

(b) You must file and keep current a fictitious business name statement, assumed name certificate or similar document with respect to your Business Name in the county or other designated jurisdiction in which you are conducting business and at such other places as may be required by law. Before you commence engaging in the Franchised Business under the Marks, you must supply evidence satisfactory to us that you have complied with

relevant laws regarding the use of fictitious or assumed names.

(c) On expiration or sooner termination of this Agreement, we may, if you do not do so, execute in your name, and on your behalf, all documents necessary, in our judgment, to end and cause a discontinuance of the use by you of the Marks and Business Name registrations and we are hereby irrevocably appointed and designated as your attorney-in-fact to do so.

(d) You further agree that you will not identify yourself as (i) us, (ii) a subsidiary, parent, division, shareholder, partner, agent or employee of ours or the Owner of the Marks or (iii) any of our other franchisees.

(e) If you are an entity and not an individual proprietor, you cannot use any of the Marks in your entity's legal name.

9.3 Trade Secrets and Proprietary Information.

(a) Under this Agreement, we are licensing you access to our Proprietary Information and other confidential data and information. You acknowledge that the material and information now and hereafter provided or revealed to you pursuant to this Agreement (including without limitation, the contents of the Brand Standards Manual) are our confidential trade secrets and are revealed in confidence, and you expressly agree to keep and respect the confidences so reposed, both during the term of this Agreement and thereafter. We expressly reserve all rights with respect to the Marks, Proprietary Information, methods of operation and other proprietary information, except as may be expressly granted to you hereby or in the Brand Standards Manual. We may disclose to you certain Trade Secrets as reasonably needed for the operation by you of your Franchised Business by loaning to you, for the term of this Agreement, the Brand Standards Manual and other written materials containing the Trade Secrets, through training and assistance provided to you hereunder, and by and through the performance of our other obligations under this Agreement.

(b) You acknowledge that we are the sole owner of all Proprietary Information, including our Trade Secrets; that such information is being imparted to you only because of your special status as a franchisee of the System; and that our Proprietary Information are not generally known to our industry or the public at large and are not known to you except by reason of such disclosure. You further acknowledge that you will acquire no interest in the Proprietary Information disclosed to you, other than the right to use them in the development and operation of the Franchised Business during the term of this Agreement.

(c) You agree that you will not do or permit any act or thing to be done in derogation of any of our rights in the Marks, either during the term of this Agreement or thereafter, and that you will use these only for the uses and in the manner franchised and licensed hereunder and as herein provided. Furthermore, you and your employees and agents will not engage in any act or conduct that impairs the goodwill associated with the Marks.

(d) You agree to indemnify us and hold us harmless from all "Losses" (as defined in section 16.2 of this Agreement), which we may sustain because of any unauthorized use or disclosure of Proprietary Information or Marks by you or your employees and agents. You further agree and acknowledge that the disclosure or use of Proprietary Information or Marks in a manner not authorized by this Agreement will cause immediate and irreparable damage to us that would be impossible or inadequate to measure and calculate and could not be fully remedied by monetary damages. Accordingly, we have the right to specifically enforce this Agreement and seek injunctive or other equitable relief as may be necessary or appropriate to prevent such unauthorized disclosures or use without the necessity of proving actual damages resulting from any such breach or threatened breach of this Agreement. You further agree that no bond or other form of security is required to obtain such equitable relief and you hereby consent to the issuance of such injunction and to the ordering of specific performance. You further agree and acknowledge that such remedies are in addition to any other rights or remedies, whether at law or in equity, which may be available to us, including monetary damages.

(e) 18 USC Section 1833(b) states: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Accordingly, you and we will each have the right to disclose in confidence Trade Secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. You and we also have the right to disclose Trade Secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected

from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. Section 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. Section 1833(b).

9.4 Modification of Marks and Trade Dress.

We may add to, substitute or modify any of the Marks or Trade Dress from time to time, by directive in the Brand Standards Manual. You must accept, use, display, or cease using, as may be applicable, the Marks and Trade Dress, including but not limited to, any such modified or additional trade names, trademarks, service marks, logo types and commercial symbols, and must within 30 days of receiving notification, commence to implement such changes and use your best efforts to complete such changes as soon as practicable.

9.5 Mark Infringement Claims and Defense of Marks.

(a) If you receive notice or otherwise become aware of any claim, suit or demand, threatened or pending, against you by any party other than us, the Owner of the Marks or any of our affiliates on account of any alleged infringement, unfair competition or similar matter arising from your use of the Marks in accordance with the terms of this Agreement, or any misuse of the Marks by third parties on the Internet or otherwise, you must promptly notify us of any such claim, suit, demand or misuse. You will have no power, right or authority to settle or compromise any such claim, suit or demand by a third party or to intervene to stop misuse, without our prior written consent. We will defend, compromise or settle at our discretion any such claim, suit or demand and take steps to stop misuse at our cost and expense, using attorneys selected by us or the Owner of the Marks, and you agree to cooperate fully in such matters.

(b) We will indemnify you and hold you harmless from and against all judgments resulting from any claim, suit or demand arising from your authorized and proper use of the Marks in accordance with the terms of this Agreement. We have the sole discretion to determine whether a similar trademark or service mark that is being used by a third party is confusingly like the Marks being used by you or constitutes a misuse of the Marks, and whether and what subsequent action, if any, should be undertaken with respect to such similar trademark or service mark or misuse.

X. MARKETING AND PROMOTION

10.1 Use of Marketing and Promotion Fund Contribution.

(a) You must pay to us the Marketing and Promotion Fund Contribution on a monthly basis, unless we designate otherwise. Marketing and Promotion Fund Contributions collected from you and other Fit Body Boot Camp franchisees, and any earnings on any such fees collected, are used to meet the costs of producing, maintaining, administering, directing, conducting, and preparing of national, regional and local advertising, marketing, and related programs, materials and services, including, without limitation, digital and traditional media, public relations services and materials, network advertising, market research, printing costs, and promotional campaigns, and any other activities which we believe will enhance the image and goodwill of the System. We will determine, in our sole discretion, the cost, form or media, content, format, production and timing, including regional or local concentration and seasonal exposure, location and all other matters involving advertising, public relations and promotional campaigns.

(b) Marketing and Promotion Fund Contribution are deposited into a separate bank account. This account will not be subject to audit, and no interest on the amounts on deposit will be imputed for your benefit or paid to you. Administration of the Marketing and Promotion Fund Contribution may result in either a surplus or a deficit. In any given year, we may expend an amount that is greater than or less than the aggregate contributions collected during that year. We have the right to borrow from lenders, including from us or affiliated lenders. We or our designee will administer the expenditure of Marketing and Promotion Fund Contribution and we will have the sole right to determine all aspects of the programs and materials financed by the Marketing and Promotion Fund Contribution, including national, regional and/or local media, materials, concepts, sponsorships, endorsements and programs. Without limiting this broad discretion, we may engage third party or related party agencies to administer or otherwise provide services in connection with the expenditure of Marketing and Promotion Fund Contribution. While our goal is to maximize general brand recognition, awareness and goodwill associated with the Marks for the entire System, we cannot assure you that you or any particular franchisee will benefit directly or pro-rata from any expenditures of Marketing and Promotion Fund Contribution. We have no obligation to spend any amount on advertising, marketing or promotional activities in your area.

(c) We and/or our designee will have the right to receive a fee in administering Marketing and Promotion Fee expenditures of up to 15% of the annual aggregate Marketing and Promotion Fund Contribution, and we will have the right to recover our costs and expenses incurred in administering the fund expenditures. Administrative expenses may include amounts equivalent to salaries, travel and other expenses of our or our designee's employees whose services are provided in connection with the use, administration, collection and expenditure of Marketing and Promotion Fund Contribution. We do not act as a trustee or in any other fiduciary capacity.

(d) We intend to use digital media (Internet), social media (Facebook, Instagram, Twitter, etc.), and targeted print media in our marketing and advertising efforts, but we are not limited to these types of media. In the future, we may use local radio and television advertising, and we reserve the right to use other media to market and promote the Brand. We may be using in-house advertising personnel to do this, and we may hire advertising and public relations firms to assist us in these efforts.

(e) We may provide general advertising programs and sales promotion, campaign and sample advertising materials. You may develop advertising materials for your own use, at your own cost, however, before you use any such materials, you must provide to us, in advance of use, your proposed materials for our prior approval, which we may grant or deny in our sole discretion. You grant us a the right to use the name, image and likeness of you, all Principal Equity Owners and any of your affected employees, for commercial purposes in connection with the marketing and promotion of the Marks, Fit Body Boot Camp Services and Products, any Fit Body Boot Camp Outlet and the Fit Body Boot Camp system.

(f) If we do not expend all Marketing and Promotion Fund Contributions collected for one year, the amount remaining would be retained for future advertising, marketing and promotion. If you submit a written request in January or February an accounting of Marketing and Promotion Fund Contribution expenditures for the immediately preceding calendar year, we will provide you with an unaudited statement generally describing annual receipts and expenditures of Marketing and Promotion Fund Contributions during the preceding calendar year within 45 days after the completion of the statement.

(g) The Marketing and Promotion Fund Contribution will not be used primarily for the solicitation for new franchise sales, although we may generally expend funds to promote the Fit Body Boot Camp brand in such ways, methods and using the media as we may decide in our sole discretion. We reserve the right to include a notation in any and all advertising and materials created through use of Marketing and Promotion Fund Contribution that indicates franchise opportunities are available.

10.2 Advertising Content and Costs.

With respect to local, regional or system-wide advertising, we determine the cost, form of media, content, format, production, timing (including regional or local concentration and seasonal exposure), location and all other matters relating to advertising, public relations and promotional campaigns.

XI. NON-COMPETITION COVENANTS

11.1 Exclusive In-Term Dealing.

(a) You acknowledge that you will receive valuable specialized training and access to Proprietary Information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of the System and our Trade Secrets. In consideration for the use and license of such valuable information, you agree and covenant that, during the Term, except as otherwise approved in writing by us, neither you, nor any of your officers, directors, members, managers, shareholders, partners or owners, nor your spouse or the spouse of any of the aforementioned individuals (each a "Bound Party" and collectively, the "Bound Parties") will, directly or indirectly, for him or herself, or through, on behalf of, or in conjunction with any person, persons, partnership, limited liability company or corporation: (i) operate, manage, own, assist or hold an interest in (direct or indirect as an employee, officer, director, shareholder, manager, member, partner or otherwise), or engage in, any "Competing Business". The term "Competing Business" means any business operating or granting franchises or licenses to others to operate (a) a business offering virtual fitness instruction; and/or (b) a fitness business or business offering or selling goods or services equivalent to Fit Body Boot Camp Services and Products or similar to the Franchised Business. The term Competing Business does not include any other Outlet operated by you or any other Bound Party, pursuant to a valid, binding franchise agreement by and between you, or the Bound Party, as applicable, and us.

(b) It is the intention of both you and us that you maximize the Franchised Business within the Territory, and any action of yours that diverts business to another entity or diminishes the Franchised Business being conducted in the Territory will be a material breach of this Agreement. Accordingly, neither you nor any Bound Party may, either directly or indirectly, for yourself or themselves, or through, on behalf of, or in conjunction with, any person, persons, partnership, corporation or other entity, (i) divert or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or (ii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.

11.2 Post Termination Non-Competition Covenants.

(a) For a period of one continuous, uninterrupted year commencing upon the expiration, transfer or termination of this Agreement (regardless of the cause for termination), you agree that neither you nor any Bound Party will, either directly or indirectly, for yourself or themselves, or through, on behalf of, or in conjunction with, any person, persons, partnership, corporation or other entity) operate, manage, own, assist or hold an interest in (direct or indirect as an employee, officer, director, shareowner, partner or otherwise), or engage in, any Competing Business (1) through any virtual platform, or (2) that is, or is intended to be, located: (a) at your Outlet location; (b) within 25 miles of your Outlet location; (c) within the Territory; (d) at the location of any other Fit Body Boot Camp business; or (e) within a 25 mile radius of any other Fit Body Boot Camp location (this obligation also applies to you if you assign your franchise), without our express prior written consent, which consent may be withheld in our sole and absolute discretion. Following termination or expiration of this Agreement, you must always refrain from any use, direct or indirect, of any of our Proprietary Information. Following termination or expiration of this Agreement, you may not offer or sell any products, services or items to any Fit Body Boot Camp® franchisee.

11.3 General Provisions regarding Non-Competition Covenants.

(a) You acknowledge that the restrictions contained in this Article XI are reasonable and necessary in order to protect our legitimate interests, and in the event of violation of any of these restrictions, we are entitled to recover damages including, without limitation, Royalties, Marketing and Promotion Fund Contribution and other fees that would have been payable if such business were included in the Franchised Business, and an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights and remedies will be cumulative and in addition to any other rights or remedies to which we are entitled at law or in equity.

(b) You agree to indemnify us and hold us harmless from all Losses (as defined in section 16.2 of this Agreement) which we may sustain because of any breach of this Article XI by you, any Principal Equity Owner, or your General Manager. You further agree that a breach of the non-competition covenants set forth above will cause immediate and irreparable damage to us that would be impossible or inadequate to measure and calculate and could not be fully remedied by monetary damages. Accordingly, we have the right to specifically enforce this Agreement and seek injunctive or other equitable relief as may be necessary or appropriate to prevent such breach or continued breach without the necessity of proving actual damages resulting from any such breach or threatened breach of this Agreement. You and each Principal Equity Owner further agree that no bond or other security will be required in obtaining such equitable relief and hereby consent to the issuance of such injunction and to the ordering of specific performance. You and each Principal Equity Owner further acknowledge that such remedies are in addition to any other rights or remedies, whether at law or in equity, which may be available to us, including, but not limited to, monetary damages.

(c) This Article XI applies to your General Manager, your owners, and each of your other managers, directors, officers, general partners and affiliates.

(d) Each provision of this Article XI is independent of each other provision of this Agreement. If any provision of this Article XI is held unreasonable or unenforceable by any court, agency or other tribunal of competent jurisdiction, you agree to be bound by the maximum duty permitted by law with respect to that provision, which will be deemed restated accordingly, and agree to be bound by all other provisions of this Article XI.

XII. ASSIGNMENT

12.1 Assignment by Us.
We have the right to Transfer this Agreement, and all of our rights and privileges hereunder ("Assignment by Us") to any other person, firm or corporation ("Our Assignee").

12.2 Assignment by You.

(a) This Agreement is being executed in reliance upon and in consideration of the singular personal skills and qualifications of you and your owners and the trust and confidence we repose in you and them. Therefore, neither your interest in this Agreement and the Franchise granted hereunder, nor all or substantially all of the assets of the Franchised Business, nor a controlling or non-controlling interest in you (if you are a legal entity) or the Franchised Business, may be assigned, transferred, shared or divided, voluntarily or involuntarily, in whole or in part, by operation of law or otherwise, in any manner (collectively, "Assignment by You"), without our prior written consent and subject to our right of first refusal provided for in section 12.3 hereof (except that our right of first refusal will not apply to any transfer of a non-controlling interest in you if you are a legal entity). Our consent to a specific Assignment by You is not cumulative and will not apply to any subsequent assignments, in respect of each of which you must comply with this section 12.2.

(b) Prior to any Assignment by You, you must notify us of your intent to sell, transfer or assign the Franchise, all or most of the assets of the Franchised Business, or a controlling or non-controlling interest in your and/or the Franchised Business. The notice must be in writing, delivered to us in accordance with section 16.1 hereof and include the following:

(i) The name and address of the proposed assignee ("Your Assignee");

(ii) A copy of all agreements related to the sale, assignment, or transfer of the Franchise, the assets of the Franchised Business, or the interest in the Franchised Business; and

(iii) Your Assignee's application for approval to become the successor franchisee. The application must include all forms, financial disclosures and related information we designate, including those generally utilized by us when interviewing prospective new franchisees, if those forms are made available to you. If the forms are not readily available, you must request that we deliver the forms to you by business courier in accordance with section 16.1 hereof within 15 calendar days. As soon as practicable after the receipt of Your Assignee's application, we will notify you and Your Assignee, in writing, of any additional information or documentation necessary to complete the transfer application. If our then-existing standards for the approval of new or renewing franchisees are not readily available to you when you notify us of your intent to sell, transfer, or assign the Franchise, all or most of the assets of the Franchised Business, or the controlling or non-controlling interest in the Franchised Business, we will communicate the standards to you within 15 calendar days.

(c) Within 60 days after the receipt of all the necessary information and documentation required pursuant to section 12.2(b) above, or as specified by written agreement between we and you, we will notify you of the approval or disapproval of the proposed Assignment by You. The notice will be in writing and delivered to you by business courier in accordance with section 16.1 hereof. Should we elect not to exercise our right of first refusal, or should such right of first refusal be inapplicable, as herein provided, the proposed Assignment by You will be deemed approved, unless disapproved by us in writing and for reasons permitted by the law governing this Agreement. If the proposed sale, assignment or transfer is disapproved, we shall include in the notice of disapproval a statement setting forth the reasons for the disapproval. We may impose, among other things, the following conditions precedent to our consent to any such Assignment by You:

(i) Your Assignee must complete our application for a franchise, and in connection therewith, you and Your Assignee must fully disclose in writing all terms and conditions of the Assignment by You;

(ii) Your Assignee and its principal equity owners demonstrate that they have the skills, qualifications and economic resources necessary, in our sole judgment, to conduct the business contemplated by this Agreement;

(iii) Your Assignee and each of its principal equity owners expressly assume in writing for our benefit all of your obligations under this Agreement;

(iv) Your Assignee executes the then current form of Franchise Agreement being used by us for the remainder of the term of this Agreement or, in our sole discretion, for the initial term of the then current form of Franchise Agreement and the Assignee pays to us the initial franchise fee required under our then-current form of Franchise Agreement;

(v) You must have complied fully as of the date of any such Assignment by You with all your material obligations to us, whether under this Agreement or any other agreement, arrangement or understanding with us;

(vi) Your Assignee agrees that our Initial Training program described in section 6.1 hereof and any other training or orientation programs then required by us will be satisfactorily completed by Your Assignee's General Manager and other necessary personnel within 30 days after the execution by Your Assignee of a Successor Franchise Agreement, provided, however, that Your Assignee must agree to pay for all of their expenses incurred in connection therewith, including any fee we charge for training (at the rate in effect at the time of transfer), travel, hotel and meal expenses;

(vii) You or the Assignee shall upgrade the Outlet to conform to our then-current standards and specifications and shall complete the upgrading and other requirements within the time period specified by us;

(viii) Not later than 10 days before the transfer, you must pay us a non-refundable "Transfer Fee" of $7,500. The Transfer Fee is subject to adjustment in our discretion based on corresponding changes in the CPI since the Effective Date. Notwithstanding the foregoing, you must pay a transfer fee of $750 if the franchise agreement is being transferred by the individuals who signed this agreement as franchisee to a legal entity wholly owned by such individual(s), or to an heir, conservator or personal representative upon the individual's death or legal disability. You acknowledge that in addition to the Transfer Fee you are required to pay to us, the transferee will be required to pay the Initial Franchise Fee (as defined in the transferee's franchise agreement) to us at or prior to closing under the sale or assignment transaction, as applicable.

(d) You do not have a right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever (except that with our consent, which will not be unreasonably withheld, you may pledge a security interest in this Agreement in connection with a Small Business Administration loan), nor subfranchise or otherwise transfer, or attempt to subfranchise or otherwise transfer the Franchised Business, or to transfer or subfranchise a portion but not all of your rights hereunder without our express prior written consent, which may be withheld for any reason in our sole discretion.

(e) Any attempt by you to assign or any purported Assignment by You in violation of this section 12.2 is void and will (i) constitute a material breach of this Agreement, (ii) cause this Agreement (and in our sole discretion any or all other agreements between you and us, or between you and our affiliates) to be subject to immediate termination without further notice, and (iii) confer no rights or interest whatsoever under this Agreement upon any other party.

(f) Upon our consent to any Assignment by You, you must bring all accounts with us current and, together with us, execute a mutual release.

(g) You, the Principal Equity Owners, the Assignee and all of its Principal Equity Owners execute our then-current form of Consent to Transfer and Release Agreement and/or Assignment and Assumption of Franchise Agreement, as we designate. A sample form of Assignment and Assumption Agreement, which may be amended in the future, is attached to this Agreement as Exhibit 3.

12.3 Right of First Refusal.

(a) Any party holding any interest in you (if you are a legal entity) or in the franchise granted pursuant to this Agreement and who desires to accept any bona fide offer from a third party to purchase such interest or the Franchised Business (including any sale of substantially all of the assets of the Franchised Business) shall notify us in writing of each such offer, and shall provide such information and documentation relating to the offer as we may require. Except for a transfer to your heirs, personal representatives or conservators in the case of death or legal incapacity as provided in section 12.6 hereof, any proposed transfer shall be subject to our right of first refusal, which will be exercised in accordance with the terms of this section 12.3.

(b) You must deliver to us a written notice setting forth (i) all the terms and conditions of any *bona fide* offer relating to a proposed Assignment by You, and (ii) all available information concerning your Assignee including a detailed summary of how the proposed assignee meets our qualifications for a new Fit Body Boot Camp franchisee, and any other related information requested by us. If the specified terms and conditions include consideration of a non-monetary nature, such consideration must be expressed in reasonably equivalent monetary terms, and if it involves matters that cannot be stated in monetary terms, such consideration will not be applicable to our right of first refusal.

(c) Within 15 days after our receipt of such notice (or if we request additional information, within 10 days after receipt of such additional information), we may either (i) consent or withhold our consent to such Assignment by You, in accordance with section 12.2 hereof, or (ii) at our option, accept the Assignment by You ourselves or on behalf of our nominee upon the terms and conditions specified in the notice.

(d) If we elect not to exercise our right of first refusal and consent to the Assignment by You, you will for a period of 60 days, and subject to the provisions of section 12.2 hereof, be free to assign this Agreement to such proposed Assignee upon the terms and conditions specified in said notice. If, however, these terms are modified in any material manner (as determined by us), or if said 60-day period expires, we will again have such right of first refusal with respect thereto and you will again be required to comply with section 12.3(b) above. Detailed terms of assignment must be delivered to us no later than 72 hours following the close of escrow or other consummation of the transaction.

12.4 Transfers to Certain Family Members.

You or a principal owner, if a natural person, may with our consent, which will not be unreasonably withheld, transfer the Franchised Business or an equity interest in your franchised entity to such person's spouse or person having equivalent rights under applicable federal or state law, parent, sibling, niece, nephew, descendant or spouse's descendant provided that adequate provision is made for the management of the Franchised Business and the transferor guarantees, in form and substance satisfactory to us, the performance of the transferee's obligations under this Agreement. No transfer under this section 12.4 will be subject to our right of first refusal set forth in section 12.3 hereof. However, you must comply with section 12.2(b)(i) through (vi) and (to the extent applicable) section 12.2(c) above, as well as provide full disclosure of the terms of said transfer and deliver to us no later than three business days prior to the close of the transaction. In addition, copies of fully executed paperwork must be delivered to us no less than three business days following the close of the transaction.

12.5 Transfers to Affiliated Entities.

You or a Principal Equity Owner may without our consent, upon 30 days prior written notice to us, Transfer the Franchised Business or an equity interest in your franchised entity to an entity that is (i) organized for the purpose of operating the Franchised Business and (ii) owned in the same proportionate amount of ownership as prior to such Transfer, provided that adequate provision is made for the management of the Franchised Business. No Transfer under this section 12.5 will be subject to our right of first refusal set forth in section 12.3 hereof or the Transfer Fee set forth in section 12.2(b)(vii) hereof. However, you must comply with section 12.2(b)(i) through (vi) above, as well as provide full disclosure of the terms of said transfer and deliver to us no later than three business days prior to the close of the transaction. In addition, copies of fully executed paperwork must be delivered to us no less than three business days following the close of the transaction. Also, you acknowledge and agree that any Transfer to an affiliate will not relieve you from your obligations under this Agreement.

12.6 Transfers upon the Death or Incapacity of an Individual Franchisee or Majority Equity Owner.

(a) Notwithstanding the foregoing, in the event of your death or legal incapacity, if you are an individual, or the death or legal incapacity of a Principal Equity Owner holding a majority equity interest ("Majority Equity Owner") if you are a corporation, limited liability company or partnership, the transfer of your or the deceased Majority Equity Owner's interest in this Agreement to his or her heirs, personal representatives or conservators, as applicable, will not be deemed an Assignment by You provided that a responsible management employee or agent of yours that has been satisfactorily trained by us will be responsible for the Franchised Business.

(b) In the event of your death (if you are an individual) or the death of a Majority Equity Owner, such person's interest in this Agreement or its equity interest in the franchise entity must Transfer as soon as practicable (but not

more than 270 days) after the date of death in accordance with such person's will or, if such person dies without a will, in accordance with laws of intestacy governing the distribution of such person's estate, provided that adequate provision is made for the management of the Franchised Business at all times. If we determine (i) there is no imminent sale to a qualified successor or (ii) there is no heir or other Principal Equity Owner capable of operating the Franchise, we may (but are not obligated to) immediately commence operating the Outlet on your behalf for a period of up to 90 days, renewable as necessary for up to one year and we will periodically discuss the status with your representatives or your heirs. For such management assistance, you or the successor in interest must pay us a reasonable *per diem* management fee/charge for serving as the interim manager.

(c) No Transfer under this section 12.6 will be subject to (i) our right of first refusal set forth in section 12.3 hereof or (ii) the Transfer Fee set forth in section 12.2(b)(vii) above, although such refusal right and Transfer Fee will be applicable to any subsequent Transfer by your (or a Majority Equity Owner's) heirs, personal representatives or conservators. However, you must comply with section 12.2(b)(i) through (vi) above, as well as provide full disclosure of the terms of said transfer and deliver to us no later than three business days prior to the close of the transaction. In addition, copies of fully executed paperwork must be delivered to us no less than three business days following the close of the transaction.

12.7 Consent to Transfers.

Except as otherwise provided in this Agreement and subject to our right of first refusal provided in section 12.3 hereof, you or an Principal Equity Owner may consummate any Transfer of a direct or indirect interest in this Agreement, the Franchised Business or the economic benefits derived therefrom, or any equity interest in your franchised entity, not permitted by the preceding sections 12.4, 12.5 and 12.6, only after written notice to us and only with our written consent, which will not be unreasonably withheld, and your compliance with all conditions precedent. We will exercise our good faith business judgment in determining whether to give or withhold our consent to a Transfer under this section 12.7. Such exercise of good faith business judgment may include our consideration of certain skills and qualifications of the prospective transferee which are of business concern to us, including without limitation, the following: experience in businesses similar to the Franchised Business, financial and operational skills and qualifications, economic resources, reputation and character of such prospective transferee; the ability of such prospective transferee to fully and faithfully conduct the Franchised Business as contemplated by this Agreement; and the effect that the Transfer and the prospective transferee will have or may reasonably be expected to have on the reputation or business operations of the Franchised Business, the System or us or any of our affiliates.

XIII. DEFAULT AND TERMINATION

13.1 General.

(a) If you commit any act of default under this Agreement, and you fail to cure the default after any required notice and cure periods, as applicable, we shall have the right to immediately terminate this Agreement on notice to you. If any applicable law requires a longer period not notice, or longer cure period than is provided in this Agreement, then the period required by law shall be substituted for the time period provided in this Agreement.

(b) Notwithstanding anything contained herein to the contrary, in those circumstances under which we have the right to terminate this Agreement, we also have (i) the option, to be exercised in our sole discretion, to choose alternative remedies to our right to terminate the entire Agreement and (ii) the right to exercise all remedies available to us at law or in equity, including without limitation specific performance and damages (including punitive damages). All rights and remedies provided herein are in addition to and not in substitution of all other rights and remedies available to a party at law or in equity. Without limiting the foregoing, if we issue you a notice of default for failure to pay continuing fees due pursuant to this Agreement, including Royalty, Software Reimbursement and/or Marketing and/or Advertising Fund Contributions, and you do not cure such default before the expiration of 30 calendar days after your receipt of a notice of default, we may, in lieu of exercising our right to terminate this Agreement, exercise any or all of the following alternative remedies: (a) disable your access to and use of any and all software and any and all other services available to you or that you otherwise use in connection with the operation of the Franchised Business for the duration of the period during which your default remains uncured, (b) restrict you or any of your staff's attendance (whether virtual or in person) at any training, meetings, workshops and/or conventions, (c) refuse to sell or furnish to you any advertising or promotional materials, (d) permanently reduce the size of your Territory, (e) increase your continuing monthly Royalty to $2,000 for the duration of the period during which your default remains uncured, and/or (f) prohibit you from engaging in the Virtual FBBC

Business and otherwise offering Virtual FBBC Classes for the duration of the period during which your default remains uncured.

You agree that our exercise of any right set forth in this Section 13.1 will not be deemed a constructive termination of this Agreement or any other agreement between us and you, and will not be deemed a breach of any provision of this Agreement. We may, in our business judgment, reinstate any services or benefits removed, curtailed or limited under this Section 13.1, and you agree to accept immediately any such reinstatement of services or benefits. You must continue to timely pay all fees and other amounts due to us as required under this Agreement or any other agreement between us and you at all times.

13.2 Immediate Termination.

(a) We have the right to terminate this Agreement immediately upon notice to you without an opportunity to cure:

(i) You or the business to which the Franchise relates has been the subject of an order for relief in bankruptcy, is judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or you admit your inability to pay your debts as they come due;

(ii) You Abandon the Franchise by failing to operate the Outlet for five consecutive days during which you are required to operate the business under the terms of this Agreement, or any shorter period after which it is not unreasonable under the facts and circumstances for us to conclude that you do not intend to continue to operate the Franchise, unless such failure to operate is due to fire, flood, earthquake or other similar causes beyond your control;

(iii) You make any material misrepresentations relating to the acquisition of the Franchise or you engage in conduct that reflects materially and unfavorably upon the operation and reputation of the Franchised Business or the System;

(iv) You fail, for a period of 10 days after notification of noncompliance, to comply with any federal, state or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the Franchise;

(v) After curing any failure in accordance with section 13.3 below, you engage in the same noncompliance whether such noncompliance is corrected after notice;

(vi) You repeatedly fail to comply with one or more material requirements of this Agreement, whether corrected after notice;

(vii) The Franchised Business or the business premises of the Franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lien holder or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless an appeal bond has been filed); or a levy of execution has been made upon the license granted by this Agreement or upon any property used in the Franchised Business, and it is not discharged within five days of such levy;

(viii) You are convicted of a felony or any other criminal misconduct which is relevant to the operation of the Franchise; or

(ix) We make a reasonable determination that your continued operation of the Franchise will result in an imminent danger to public health or safety.

(b) If your rights under this Agreement are terminated by us because of an event described in section 13.2(a) above, section 14.1 below is not applicable, and we may immediately commence an action under section 14.2 or 14.3 below, as applicable, to collect damages or otherwise enforce our rights.

13.3 Termination After Notice.

(a) Except as provided in section 13.2 hereof, we may terminate this Agreement only for good cause (as

defined in section 13.1(a) above) after giving you prior written notice setting forth the asserted breach of this Agreement and giving you 30 days in which to cure the default. Upon receipt of a notice of default, you must immediately commence diligently to cure said breach, and if you cure said breach within 30 days, our right to terminate this Agreement will cease. If because of the nature of the breach, it would be unreasonable for you to be able to cure the default within 30 days, you will be given additional time (up to 15 additional days) as is reasonably necessary in our determination to cure said breach, upon condition that you must, upon receipt of such notice from us, immediately commence to cure such breach and continue to use your best efforts to do so.

(b) If your rights under this Agreement are terminated by us for material breach, we may, at our option, (i) declare you in default of all franchise agreements or other agreements you have with us, and (ii) terminate your rights under those franchise agreements or other agreements as well.

(c) If your rights under this Agreement are terminated by us for your failure to make any payment due under this Agreement, section 14.1 below is not applicable, and we may immediately commence an action under section 14.2 below to collect damages or otherwise enforce our rights.

(d) The description of any default in any notice served by us hereunder upon you in no way precludes us from specifying additional or supplemental defaults in any action, arbitration, mediation, hearing or suit relating to this Agreement or the termination thereof.

13.4 Description of Default.

The description of any default in any notice served by us hereunder upon you in no way precludes us from specifying additional or supplemental defaults in any action, arbitration, mediation, hearing or suit relating to this Agreement or the termination thereof.

13.5 Statutory Limitations.

Notwithstanding anything to the contrary in this Article XIII, in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement or the parties hereto limits our rights of termination hereunder or requires longer notice periods than those set forth herein, and in the event the parties are prohibited by law from agreeing to the shorter periods set forth herein, then this Agreement will be deemed amended to conform to the requirements of such laws and regulations, but in such event the provisions of the Agreement thus affected will be amended only to the extent necessary to bring it within the requirements of the law or regulation.

13.6 Extended Cure Period.

Notwithstanding anything contained herein to the contrary, including, without limitation, section 13.3(c) hereof, in those circumstances under which we have the right to terminate this Agreement, we also have the right, to be exercised in our sole discretion, to grant to you in writing only, in lieu of termination of this Agreement, an extended period of time to cure the breach which gave rise to our right to terminate, but in no event may such extended cure period exceed six months from the last day of the cure period otherwise applicable to such breach. You acknowledge that our election to grant an extended cure period to you will not operate as a waiver of any of our rights hereunder. Further, if we issue you a notice of default for a default that is capable of being cured, and you do not cure the default before the expiration of the cure period stated in the Franchise Agreement for that default, then you may send us a written request for an extension to the cure period and pay to us, along with your written request, a Cure Period Extension Fee of $1,000. We do not have to grant you any extensions. The decision will be in our sole and absolute discretion.

13.7 Our Right to Cure Your Defaults.

In addition to all other remedies herein granted, if you default in the performance of any of your obligations or breach any term or condition of this Agreement or any related agreement involving third parties, we may, at our election, immediately or at any time thereafter, without waiving any claim for breach hereunder and without notice to you, cure the default for your account and on your behalf, and all costs or expenses including attorney's fees incurred by us on account thereof are due and payable by you to us on demand.

13.8 Waiver and Delay.

No waiver by us of any breach or series of breaches or defaults in performance by you and no failure, refusal or

neglect of ours either to exercise any right, power or option given to us hereunder or to insist upon strict compliance with or performance of your obligations under this Agreement or the Brand Standards Manual, constitutes a waiver of the provisions of this Agreement or the Brand Standards Manual with respect to any subsequent breach thereof or a waiver by us of our right at any time thereafter to require exact and strict compliance with the provisions thereof.

13.9 Recovery of Lost Royalty; Liquidated Damages.

The parties agree that, if this Agreement is terminated as a result of your default before the expiration of the term, it would be impossible to calculate with reasonable precision, the losses that we would incur because of the unpredictability of future business conditions, inflationary prices, the impact on our and the System's reputation from having a closed location, our ability to replace the Franchised Business in the same market, and other factors. Accordingly, if this Agreement is terminated as a result of any default by you, we shall be entitled to recover as liquidated damages and not as a penalty, an amount equal to the (a) aggregate monthly Royalty fees and Promotional and Marketing Fund Contributions you are required to pay to us under this Agreement; multiplied by (b) 36.

13.10 Collection Costs.

We are entitled to reimbursement from you upon our demand of all costs we have incurred (including reasonable attorneys' fees and investigators' fees) to enforce our rights under this Agreement, including actions to collect any amounts due and delinquent hereunder.

13.11 Continuance of Business Relations.

Any continuance of business relations between you and us after termination of this Agreement will not be construed as a renewal, extension or continuation of this Agreement.

13.12 Post-Term Member Communications.

If this Agreement expires or is terminated, regardless of the cause for termination, we and our designees may, without restriction, contact members of your Franchised Business, including for the purpose of notifying such members of the termination or expiration of your right to operate the Franchised Business, and to inform them of other franchised business locations nearby. You are responsible for compliance with any and all applicable laws relating to notifying members of the closing and/or de-branding of the Franchised Business, as applicable.

XIV. DISPUTE RESOLUTION

14.1 Initial Steps to Resolve a Dispute; Mediation.

(a) We and you have entered into a long-term franchise relationship which gives rise to an obligation, subject to and consistent with the terms of this Agreement, to endeavor to make the relationship succeed, considering the overall best interests of the System, and as contemplated by this Agreement. To that end, you and we acknowledge that you and we need to attempt to resolve disagreements or disputes before such disagreements or disputes negatively impact the relationship. Good faith communications between you and us are an important aspect of that obligation. The parties hereby pledge and agree that they will resolve any dispute, claim or controversy (a) arising out of or relating to this Agreement or any alleged breach hereof, including any claim that this Agreement or any part hereof is invalid, illegal or otherwise voidable or void, and / or (b) related to the parties' relationship; and/or (c) events occurring prior to the entry into this Agreement, and/or (d) the Franchised Business, and/or (e) any System standard (collectively, "Dispute"), in accordance with the dispute resolution procedures set forth in this Agreement. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any arbitration or legal action, including any action to interpret or enforce this Agreement. The parties pledge and agree that they will first attempt to resolve any Dispute by first having our executive officers and your Principal Equity Owners meet in person within five business days (or such longer period as the parties may mutually agree) after a party notifies the other party that a Dispute has arisen at our principal executive office (without our respective legal counsel) to conduct a good faith discussion and negotiation of the issues with a view to resolving the Dispute. Notwithstanding anything contained in this paragraph or otherwise in this Agreement to the contrary, we may proceed to terminate this Agreement in either of the following two situations without a settlement meeting or mediation proceeding: (i) if there is any breach of this Agreement by you that may result in an immediate termination of this Agreement pursuant to section 13.2

above, or (ii) if you fail to pay any sums due us under this Agreement which may result in termination of this Agreement pursuant to section 13.3 above. Also, if a party refuses to participate in the settlement meeting or mediation within the respective time frames set forth in this section 14.1, the other party may immediately commence an arbitration proceeding pursuant to section 14.2 below.

(b) If we are unable to settle the Dispute at the settlement conference described in section 14.1 above, 10 business days after the date this conference took place (or should have taken place), you and we may submit the dispute to non-binding mediation conducted by a mediator, and at a location, mutually agreeable to both parties. If the Dispute is not resolved through mediation, then within 10 business days after the conclusion of the mediation, the Dispute may be immediately submitted to binding resolution through arbitration proceedings pursuant to section 14.2 below. Any mediation proceeding should be completed within 45 days following the date either party first gives notice of mediation. The fees and expenses of the mediator will be shared equally by the parties. The mediator will be disqualified as a witness, expert or counsel for any party with respect to the Dispute and any related matter. Mediation is a compromise negotiation and will constitute privileged communications under the law governing this Agreement. The entire mediation process will be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties will not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible will not be excluded from discovery or admission because of its use in the mediation.

14.2 Arbitration.

(a) Except as specifically provided in sections 13.2(b) and 13.3(c) above, or in Section 14.3 below regarding injunctive relief, any Dispute between us (and/or our affiliated entities) and you (and/or your Principal Equity Owners or affiliated entities) not settled through the procedures described in section 14.1 above will be resolved through binding arbitration by and before JAMS, Inc. in accordance with its Streamlined Arbitration Rules and Procedures (if the amount in controversy is less than $250,000) or its Comprehensive Arbitration Rules and Procedures (if the amount in controversy is $250,000 or more), or if the parties in dispute mutually agree, through binding arbitration by any other mutually agreeable arbitration organization. It is explicitly agreed by each of the parties hereto that no arbitration of any Dispute may be commenced except in accordance with this section 14.2.

(b) All hearings and other proceedings will take place in Orange County, California, or other county where our headquarters is then located, or if we so elect, at the JAMS business location nearest in the county where your (or an applicable Principal Equity Owner's) principal place of business is then located.

(c) Either party may present briefs and affidavits of witnesses who are unable to attend hearings. A limited amount of discovery is permitted within the discretion of the arbitrator (including affidavits, interrogatories and depositions). The arbitrator will have the right to award or include in the award any relief that the arbitrator deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance and injunctive relief, provided that the arbitrator will not have the right to declare any Mark generic or otherwise invalid or to award punitive damages. If either party fails to appear or participate in the arbitration proceeding, the other party will be entitled to a default judgment award. The arbitration award will be final and binding on the parties, and judgment on the award may be entered in any federal or state court having jurisdiction.

(d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL CLAIMS BROUGHT UNDER THIS AGREEMENT WILL BE BROUGHT IN AN INDIVIDUAL CAPACITY. THIS AGREEMENT MAY NOT BE CONSTRUED TO ALLOW OR PERMIT THE CONSOLIDATION OR JOINDER OF OTHER CLAIMS OR CONTROVERSIES INVOLVING ANY OTHER FRANCHISEES OR PERMIT SUCH CLAIMS OR CONTROVERSIES TO PROCEED AS A CLASS ACTION, CLASS ARBITRATION, COLLECTIVE ACTION, OR ANY SIMILAR REPRESENTATIVE ACTION. NO ARBITRATOR WILL HAVE THE AUTHORITY UNDER THIS AGREEMENT TO ORDER ANY SUCH CLASS OR REPRESENTATIVE ACTION. BY SIGNING BELOW, YOU ACKNOWLEDGE YOU ARE AGREEING TO WAIVE ANY SUBSTANTIVE OR PROCEDURAL RIGHTS THAT YOU MAY HAVE TO BRING AN ACTION ON A CLASS, COLLECTIVE, REPRESENTATIVE OR OTHER SIMILAR BASIS. ACCORDINGLY, YOU EXPRESSLY AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO BRING AN ACTION ON A CLASS, COLLECTIVE, REPRESENTATIVE OR OTHER SIMILAR BASIS.

(e) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ALL RIGHTS THEY MAY HAVE TO SEEK PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES FROM ONE ANOTHER, EXCEPT

THIS WAIVER AND LIMITATION SHALL NOT APPLY WITH RESPECT TO (A) YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO ANY PROVISION OF THIS AGREEMENT; OR (B) ANY CLAIMS WE BRING AGAINST YOU OR ANY OF YOUR OWNERS FOR UNAUTHORIZED USE OF THE MARKS, UNAUTHORIZED DISCLOSURE OR USE OF CONFIDENTIAL INFORMATION, UNFAIR COMPETITION, BREACH OF YOUR NON-COMPETITION COVENANTS AND/OR ANY CAUSE OF ACTION BROUGHT BY US OR ANY OF OUR AFFILIATES UNDER THE LANHAM ACT. ACCORDINGLY, THE ARBITRATOR WILL HAVE NO POWER TO ASSESS PUNITIVE DAMAGES AGAINST EITHER PARTY.

(f) This arbitration provision is deemed to be self-executing and will remain in full force and effect after expiration or termination of this Agreement. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear.

(g) The provisions of this section 14.2 are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect notwithstanding any expiration or termination of this Agreement. Furthermore, this section 14.2 will be construed as independent of any other covenant or provision of this Agreement; provided, however, that if a court of competent jurisdiction determines that any of such provisions are unlawful in any way, the court is respectfully requested to modify or interpret such provisions to the minimum extent necessary to comply with the law.

[Our Initials:_____ Your Initials:_____]
[Principal Equity Owners' Initials:_____]

14.3 Injunctive Relief.

Any party has the right in a situation where there is an imminent threat of harm to the legal rights of a party and damages would not be adequate relief to seek a temporary restraining order and temporary or preliminary injunctive relief from a court of competent jurisdiction, without the necessity of first complying with sections 14.1 and 14.2 above or posting any bond, and if bond is nevertheless required by a court of competent jurisdiction, the parties agree that the sum of $1,000 will be a sufficient bond (this amount may be adjusted by changes in the Consumer Price Index since the Effective Date). If an arbitration proceeding has already commenced pursuant to section 14.2 above when a party seeks injunctive relief, then the party seeking such injunctive relief agrees to contemporaneously submit the merits of its dispute to the arbitrator. The existence of a proceeding commenced under section 14.1 or 14.2 above will in no event abate or otherwise affect the ability of party to seek injunctive relief under this section 14.3. You acknowledge that failure on your part to comply fully with any of the terms of this Agreement respecting the obligations regarding examinations, audits and the Marks could cause irreparable damage to us or other affiliated persons or entities and we or our affiliates could seek injunctive relief to protect the Marks. This covenant is independent, severable and enforceable notwithstanding any other rights or remedies that any party may have.

14.4 Legal Fees and Expenses.

The prevailing party in any arbitration or litigation to resolve a dispute between any of the parties hereto will be entitled to recover from the losing party reasonable legal fees (and incurred costs of the prevailing party's counsel) and all other "Expenses" (as defined in section 16.2(e) below) incurred by the prevailing party in bringing or defending such arbitration, action or proceeding and/or enforcing any resulting award or judgment (including without limitation arbitration or court filing fees, expert and other witness fees, discovery expenses and compensation payable to the arbitrator), whether incurred prior to or in preparation for or in contemplation of the filing of the action or thereafter. The prevailing party will be determined by the arbitrator or court. This section 14.4 is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

14.5 Survival.

The terms of this Article XIV survive termination, expiration or cancellation of this Agreement.

14.6 Limitation of Action.

Except for claims arising from your non-payment or underpayment of amounts you owe to us or our affiliates, or claims related to your unauthorized use of the Marks or violation of any non-competition covenant, any and all claims arising out of or related to this Agreement or the relationship of the parties will be barred unless a judicial or arbitration proceeding, as required under this Agreement, is commenced within one (1) year from the date on which the party asserting such claim knew or should have known of the facts giving rise to such claims, and that any action not so brought shall be barred, whether as a claim, counterclaim, defense or setoff. Without limiting the foregoing, you acknowledge and agree that you may not maintain any action against us or any of our owners, employees, directors, officers, shareholders, affiliates, parents, successors or assigns unless (a) you deliver written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to you, and (b) you strictly adhere to the negotiation, mediation and arbitration procedures set forth in this Agreement.

XV. OBLIGATIONS AND RIGHTS UPON TERMINATION OR EXPIRATION

15.1 Your Obligations.

(a) If there is a termination, cancellation or expiration of this Agreement (whether by reason of your breach, default, non-renewal, lapse of time or other cause), in addition to any other obligations provided for in this Agreement, you must forthwith discontinue the use or display of the Marks in any manner whatsoever, and you may not thereafter operate or do business under the Marks or any other Fit Body Boot Camp brand or any other name or in any manner that might tend to give the general public the impression that you are in any way associated or affiliates with us, or any of the businesses conducted by us or the owner of the Marks, including without limitation repainting the business premises in a distinctively different color and removing or rearranging distinctive elements of the Fit Body Boot Camp trade dress. You must contact online business review sites and other online directories and websites, and request the removal of all use of the trademarks relating to the former Fit Body Boot Camp Franchised Business (and the physical address of the former Fit Body Boot Camp Outlet) and all use of former reviews from the period you were a Fit Body Boot Camp franchisee. And, you also must comply with section 15.2 respecting the return to us of certain materials and must not thereafter use, in any manner, or for any purpose, directly or indirectly, any of our trade secrets, procedures, techniques, or materials acquired by you by virtue of the relationship established by this Agreement, including, without limitation, (i) any training or other materials, manuals, bulletins, instruction sheets, or supplements thereto, or (ii) any equipment, videotapes, videodiscs, forms, advertising matter, devices, insignias, slogans or designs used from time to time in connection with the Franchised Business.

(b) If there is a termination, cancellation or expiration as described in section 15.1(a) above, you must comply with section 11.2 of this Agreement respecting post-termination competition and promptly:

(i) Remove at your expense all signs erected or used by you and bearing the Marks, or any word or mark indicating that you are associated or affiliated with us;

(ii) Erase or obliterate from letterheads, stationery, printed matter, advertising or other forms used by you the Marks and all words indicating that you are associated or affiliated with us;

(iii) Permanently discontinue all advertising of yours that states or implies that you are associated or affiliated with us or the System;

(iv) If you engage in any business thereafter, you must use trade names, service marks or trademarks that are significantly different from those under which you had done business and must use sign formats that are significantly different in color and type face; and take all necessary steps to ensure that your present and former employees, agents, officers, shareholders and partners observe the foregoing obligations;

(v) Assign all interest and right to use all telephone numbers and all listings applicable to the Franchised Business in use at the time of such termination to us and take all action necessary to change all such telephone numbers immediately and change all such listings as soon as possible;

(vi) At our option, assign to us or our designee, any interest which you have in any lease for the Franchised Business. If we do not require you to assign the lease to us or our designee, you shall make all modifications, changes and alterations to the interior and exterior of the premises, as we may direct, so as to completely de-identify the premises from the System;

(vii) You shall immediately pay all sums owing to us and our subsidiaries and affiliates, including

Royalty Fees and Marketing and Promotion Fund Contributions, interest on any of the foregoing, and all other amounts owed to us that are then unpaid.

(c) If you fail or omit to make or cause to be made any removal or change described in section 15.1(b)(i) through 15.1(b)(vi) above, then we will have the right within 15 days after written notice to enter your Outlet or other premises from which the Franchised Business is being conducted without being deemed guilty of trespass or any other tort, and make or cause to be made such removal and changes at your expense, which expenses you agree to pay to us promptly upon demand; and you hereby irrevocably appoint us as your lawful attorney upon termination of this Agreement with authority to file any document in the name of and on our behalf for the purpose of terminating any and all of your rights in any trade name you have used that contains any of the Marks.

15.2 Our Rights as Franchisor.

(a) The termination, cancellation, expiration or assignment of this Agreement will be without prejudice to any rights of us against you and such termination, cancellation, expiration or assignment will not relieve you of any of your obligations to us existing at the time of termination, cancellation, expiration or assignment or terminate those obligations of ours which, by their nature, survive the termination, cancellation, expiration or assignment of this Agreement.

(b) We may direct that all applicable suppliers immediately cease providing you with equipment, marketing materials, e-mail access, website access, accessories and other items comprising or to be used to provide Fit Body Boot Camp Services and Products.

(c) You are obligated to return, at no expense to us, any and all copies of the Brand Standards Manual and all other Fit Body Boot Camp proprietary materials and any other items that were supplied by us for your use without additional charge in connection with the operation of the Franchised Business. You must also permanently erase anything relating to us or the Franchised Business from any computers and other media storage devices you retain after expiration, cancellation or termination of this Agreement.

(d) Within 30 days after termination, expiration or non-renewal of this Agreement, we will have the option, but not the obligation, to purchase all or any portion of your reusable inventory, apparel containing the Marks, proprietary equipment, parts, fixtures and furnishings owned and used by you in your franchised operation. We will be permitted to deduct and withdraw from the purchase price to be paid to you all sums then due and owing to us. The purchase price for your inventory of apparel containing the Marks will be at your cost for said items. The purchase price for the proprietary equipment, parts, fixtures and furnishings will be the fair market value thereof as we mutually determine. In determining the fair market value of such items, you and we agree to exclude any factor or increment for goodwill or going concern value. The purchase price to be paid to you will be paid in cash at the closing of any purchase that will occur no less than 30 days from the date we exercise our option, unless you and we are unable to agree on the fair market value of the assets to be purchased. If you and we are unable to reach agreement within a reasonable time as to the fair market value of the items we have agreed to purchase, we will designate an independent appraiser, and the appraiser's determination will be binding. You and we must each pay 50% of the fee charged by the independent appraiser.

XVI. GENERAL TERMS AND PROVISIONS

16.1 Notices.

(a) All notices that the parties hereto are required or may desire to give under this Agreement will be in writing and (unless personally delivered by an agent of the sending party) must be sent by reliable overnight courier, for delivery on the next business day and addressed as follows:

(i) If to us:

FIT BODY BOOT CAMP, INC.
5867 PINE AVE
CHINO HILLS CA 91709-6531
Phone: (888) 638-3222

If to you, the Outlet address or your most current principal business address of which you have notified us in writing.

(b) Unless previously delivered in person by an agent of the sending party, notices between you and us will be deemed given the next business day after deposit with a reliable overnight courier, properly addressed and marked for delivery on the next business day.

(c) Any change in the addresses listed in section 16.1(a) above must be sent to the other party as soon as practicable after the change occurs by reliable overnight courier.

(d) Any notices sent to you which include a statement of intent to terminate or not renew the Franchise must provide (i) the reasons why and (ii) the effective date of such termination or nonrenewal or expiration.

16.2 Indemnity.

(a) You and your owners, jointly and severally, hereby agree to protect, defend and indemnify us, and all of our past, present and future owners, affiliates, officers, directors, shareholders, employees, attorneys and designees, and each of them, and hold them harmless from and against any and all Losses directly or indirectly arising out of, related to, or in connection with any "Proceeding" (as defined in section 16.2(f) below) concerning: (a) the Outlet; (b) your development, maintenance or operation of the Outlet; (c) any breach of this Agreement; and/or (d) the Franchised Business, except if caused by our intentional misfeasance or gross negligence. This indemnity will continue in effect after the expiration, transfer or termination of this Agreement. Under no circumstances will we or any other indemnified party under this paragraph, be required to seek recovery from any insurer or other third party, or otherwise to mitigate their or our losses or expenses, in order to maintain and fully recover a claim against you or any of your owners.

(b) For the indemnification to be effective, each indemnified party ("Indemnified Party") will give the indemnifying party ("Indemnifying Party") reasonable notice of each claim or loss for which the Indemnified Party demands indemnity and defense, except that failure to provide such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnifying Party will assume, at its sole cost and expense, the defense of such Proceeding through legal counsel reasonably acceptable to the Indemnified Party, except that the Indemnified Party may at its option and expense select and be represented by separate counsel. The Indemnifying Party will have control over the Proceeding, including the right to settle; provided, however, the Indemnifying Party will not, absent the written consent of the Indemnified Party, consent to the entry of any judgment or enter into any settlement that: (i) provides for any admission of liability on the part of the Indemnified Party or relief other than the payment of monetary damages for which the Indemnifying Party will be solely liable; or (ii) adversely affects the rights of the Indemnified Party under this Agreement, or (iii) does not release the Indemnified Party from all Proceedings and "Losses" (as defined in section 16.2(d) below) in respect thereof. In no event will the Indemnified Party be liable for any Losses that are compromised or settled in violation of this section 16.2. The Indemnifying Party's duty to defend is independent of its duty to indemnify. Each indemnified party must submit all its claims to its insurers in a timely manner. Any payments made by an indemnified party will be net of benefits received by any indemnified party from insurance in respect of such claims.

(c) The term "Losses" means, refers to, and includes all "Expenses" (as defined in section 16.2(e) below), liabilities, obligations, losses, fines, penalties, costs, or damages including all reasonable out of pocket fees and disbursements of legal counsel in the investigation or defense of any of the same or in asserting any party's respective rights hereunder but excluding punitive damages (unless resulting from third party claims).

(d) The term "Expenses" means, refers to, and includes, all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding casts, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses will also include Expenses incurred from any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on the Indemnitee because of the actual or deemed receipt of any payments under this Agreements, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent.

(e)The term "Proceeding" means, refers to, and includes any threatened pending or completed suit, claim, demand, action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, administrative

hearing or any other actual, threatened or completed proceeding, whether civil, criminal, administrative or investigative.

16.3 Your Relationship to Us as Franchisee.

(a) It is expressly agreed that the parties intend by this Agreement to establish between you and us the relationship of franchisee and franchisor. It is further agreed that you have no authority to create or assume in our name or on our behalf, any obligation, express or implied, or to act or purport to act as agent or representative on our behalf for any purpose whatsoever. Neither you nor we are the employer, employee, agent, partner, fiduciary or co-venturer of or with the other, each being independent. You agree that you will not hold yourself out as our agent, employee, partner or co-venturer or the Owner of the Marks. All employees or agents hired or engaged by or working for you will be only the employees or agents of yours and will not for any purpose be deemed employees or agents of ours or the Owner of the Marks, nor subject to our control; and in particular, we will have no authority to exercise control over the hiring or termination of these employees, independent contractors, or others who work for you, their compensation, working hours or conditions, or their day-to-day activities, except to the extent necessary to protect the Marks. You agree to diligently consider customer reviews and respond to customer indications of dissatisfaction with services rendered by you in a diligent and professional manner and agree to cooperate with representatives of ours or the Owner of the Marks in any investigation undertaken by us of complaints respecting your activities. You and we agree to file our own tax, regulatory and payroll reports with respect to our respective employees or agents and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

(b) During the term of this Agreement (and any renewals hereof), you and your Principal Equity Owners jointly and severally (i) covenant to refrain from making any derogatory and/or disparaging statements to any other person or third parties or regulatory authorities about us, any of our officers, managers, employees or agents, or the Fit Body Boot Camp franchise system, and (ii) agree not to issue any public statement or otherwise cause to be disclosed any information that is designed, intended or might reasonably be anticipated to have a negative effect on the Fit Body Boot Camp franchise system, us, or any of our officers, managers, employees or agents. Any violation of the terms of this section 16.3(b) by you or a Principal Equity Owner will be deemed a material breach of this Agreement.

16.4 No Third-Party Beneficiaries.
This Agreement is not intended to benefit any other person or entity except the named parties hereto and no other person or entity (other than financing sources to whom we may have granted or consented to a collateral assignment of this Agreement) will be entitled to any rights hereunder due to so-called "third party beneficiary rights" or otherwise.

16.5 Survival of Covenants.
The covenants contained in this Agreement that by their terms require performance by the parties after the expiration or termination of this Agreement will be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

16.6 Successors and Assigns.
This Agreement is binding upon (i) us and inures to the benefit of our successors and assigns and (ii) you and inures to the benefit of your successors and assigns, subject to the restrictions on Assignment by You contained herein.

16.7 Joint and Several Liabilities.
If the entity that is the franchisee under this Agreement consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to us are joint and several.

16.8 Titles for Convenience Only.
Section titles used in this Agreement are for convenience only and do not affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

16.9 Gender.
All terms used in any one number or gender will extend to mean and include any other number and gender as the facts, context or sense of this Agreement or any section may require.

16.10 Severability; Partial Invalidity.
Nothing contained in this Agreement will be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between (i) any provisions of this Agreement or the Brand Standards Manual and (ii)

any present or future statute, law, ordinance, regulation or judicial decision, contrary to which the parties have no legal right under this Agreement, the latter will prevail, but in such event the provision of this Agreement or the Brand Standards Manual thus affected will be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, section, sentence or clause of this Agreement or the Brand Standards Manual is held to be indefinite, invalid or otherwise unenforceable, that specific language will be deemed deleted but the remaining parts thereof will continue in full force and effect.

16.11 Counterparts.
This Agreement may be executed in multiple copies, each of which will be deemed to be an original, and both of which together will be deemed to be one and the same instrument.

16.12 Compliance with U.S. Anti-Terrorism and Other U.S. Federal Laws.

(a) You and each of the Principal Equity Owners certify that none of you, the Principal Equity Owners, employees, or anyone associated with you is listed in the Annex to Executive Order 13224 (available at http://treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html). You covenant not to hire or have any dealings with a person listed in the Annex. You certify that you have no knowledge or information that, if generally known, would result in you, the Principal Equity Owners, employees or anyone associated with you being listed in the Annex to Executive Order 13224. You and each of the Principal Equity Owners will comply with and assist us to the fullest extent possible in our efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, you and each of the Principal Equity Owners certify, represent and warrant that none of your respective property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that you and the Principal Equity Owners are not otherwise in violation of any of the Anti-Terrorism Laws. You are solely responsible for ascertaining what actions must be taken by you to comply with all such Anti-Terrorism Laws. You specifically acknowledge and agree that your indemnification responsibilities as provided in this Agreement pertain to your obligations under this section 16.12. Any misrepresentation by you under this section 16.12 or any violation of the Anti-Terrorism Laws by you, any of the Principal Equity Owners, or employees will constitute grounds for immediate termination of this Agreement and any other agreement you entered into with us or one of our Affiliates. "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists, and any other requirements of any United States governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

(b) Neither you nor any Principal Equity Owner conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under any applicable Anti-Terror Legislation.

(c) Neither you nor any Principal Equity Owner nor any employee of either is named as a "Specially Designated National" or "Blocked Person" as designated by the U.S. Department of the Treasury's Office of Foreign Assets Control, and published at www.treas.gov/offices/enforcement/ofac/sdn/. You acknowledge that you are not directly or indirectly owned or controlled by the government of any country that is subject to a United States embargo, nor do you or any Principal Equity Owner act directly or indirectly on behalf of the government of any country that is subject to a United States embargo. You and the Principal Equity Owners agree that you will notify us in writing immediately of the occurrence of any event that renders the foregoing representations and warranties of this section 16.12 incorrect.

[Your Initials:_____ Principal Equity Owners' Initials:_____]

16.13 Governing Law.
The Federal Arbitration Act (9 U.S.C. §1 *et seq*.) governs the arbitration of disputes under this Agreement. Otherwise, the laws of the state in which the Outlet is located or intended to be located shall govern this Agreement and all related matters, documents and agreements, without regard to conflicts of laws. If any provision of this Agreement is impermissible under a governing law, the provision will be deemed amended to conform to that law while maintaining to the maximum extent possible the original intent of the provision, or if the provision as amended cannot substantially maintain the original intent, then the provision will be deemed deleted.

16.14 Entire Agreement.

(a) The parties to this Agreement each acknowledge and warrant to each other that they wish to have all terms of this business relationship defined solely in and by this written Agreement and the Brand Standards Manual. Recognizing the costs on all parties which attend uncertainty, the signatories to this Agreement each confirm that neither wishes to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements or non-contract writings (which have been or may in the future be exchanged between them) serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, the signatories each agree and promise each other that this Agreement, the Brand Standards Manual, and the representations made by us in the Fit Body Boot Camp Franchise Disclosure Document ("FDD") provided to you, supersede and cancel any prior and/or contemporaneous discussions or writings (whether described as representations, inducements, promises, agreements, understandings or any other term), by any of the parties or by anyone acting on his, her or their behalf, with respect to the rights and obligations of the parties to this Agreement or the relationship between them. Each signatory to this Agreement agrees and promises the other that they have placed, and will place, no reliance on any such discussions or writings.

(b) In accordance with the foregoing section 16.14(a), the parties to this Agreement agree that this Agreement, and the Brand Standards Manual, constitutes the entire agreement between the parties and contain all of the terms, conditions, rights and obligations of the parties with respect to the franchised business contemplated by this Agreement and any other aspect of the relationship between the parties; provided however, that nothing in this Agreement or in any related agreement or writing is intended to disclaim the representations made in the FDD that was provided to you.

(c) This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto.

XVII. EFFECTIVENESS OF AGREEMENT

This Agreement will become effective only upon the execution thereof by you and by us, and only after you were furnished with an FDD. HOWEVER, THIS AGREEMENT IS NOT BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY US.

XVIII. ACKNOWLEDGMENTS AND REPRESENTATIONS

18.1 Acknowledgments and Representations.

(a) You and each of your Principal Equity Owners represent and warrant that the following statements in this section 18.1 are true and accurate.

(b) You do not seek to obtain the Franchise for speculative or investment purposes and have no present intention to sell or transfer or attempt to sell or transfer the Franchised Business or the Franchise within 12 months after the Outlet Opening Date.

(c) You understand and acknowledge the value to the System of uniform and ethical standards of quality, appearance and service described in and required by the Brand Standards Manual and the necessity of operating the Franchised Business under the standards set forth in the Brand Standards Manual. You represent that you have the capabilities, professionally, financially and otherwise, to comply with our standards.

(d) If you are an entity, you are duly organized and qualified to do business in the state and any other applicable jurisdiction within which the Outlet is located.

(e) Your execution of this Agreement will not constitute or violate any other agreement or commitment to which you are a party.

(f) Any individual executing this Agreement on your behalf is duly authorized to do so and the Agreement constitutes a valid and binding obligation of yours and all of your Principal Equity Owners.

(g) You and your Principal Equity Owners (i) have carefully read this Agreement and all other related documents to be executed by you concurrently or in conjunction with the execution hereof, (ii) have conducted an

independent investigation of the business contemplated by this Agreement, (iii) have obtained, or had the opportunity to obtain, the advice of counsel in connection with the execution and delivery of this Agreement, (iv) understand the nature of this Agreement, and (v) intend to comply herewith and be bound hereby. You also recognize that the Franchise involves significant risks, making the success of the Outlet largely dependent on your abilities and attention. We expressly disclaim the making of, and you agree that you have not received or relied on, any representation or warranty from us regarding the likelihood of your success at your Outlet or in your operating the Franchised Business.

(h) In entering into this Agreement, you have not relied on any representation by us, or any of our officers, managers, partners, shareholders, employees or agents concerning the Franchised Business that is contrary to (i) the terms of this Agreement, (ii) the documents incorporated into this Agreement (or attached to it), or (iii) or the FDD that was provided to you.

(i) You agree that complete and detailed uniformity among our franchisees under varying conditions may be inadvisable, impractical or impossible, and accordingly agree that we, in our sole discretion, may modify or vary aspects of the System as to any franchisee or group of franchisees based on, for example, local sales potential, demographics, competition, business practices or other conditions. You further agree that we will have no obligation to disclose or offer the same or similar variances to you. You are aware that other Fit Body Boot Camp franchisees may operate under different agreements and, consequently, that our obligations and rights as to those franchisees may differ materially in certain circumstances.

(j) You received an FDD and a copy of this Agreement at least 15 calendar days before you signed this Agreement.

(k) You made no payment to us before you signed this Agreement.

(l) You and each Principal Equity Owner acknowledge that in operating the System, we must consider the needs of the System and the need to protect the Marks, even if our actions are contrary to your individual interests as a franchisee.

(m) You and each Principal Equity Owner acknowledge that the success of the business venture is speculative and depends in large part on your participation in the daily affairs of the Franchised Business.

18.2 Additional Information Respecting You and Your Principal Equity Owners.

(a) Attached as Exhibit 2 is a schedule containing complete information respecting your Principal Equity Owners.

(b) The name, phone number and email address of your Principal Equity Owner who will be your primary contact person when interacting with us about this Agreement or the Franchise is:

_____

_____.

(c) The name, phone number and email address of your Principal Equity Owner who will be guaranteeing the lease or rental agreement for your Outlet is:

_____

_____.

(d) The address (written notice of any change in this information after the Effective Date must be delivered to us pursuant to section 16.1 hereof) where your financial and other records are maintained is either [ ] the same address as provided in section 16.1 hereof, or [ ] the following address:

_____

_____.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and each signatory being jointly and severally liable, the parties hereto executed this Agreement as of the Effective Date:

YOU:

_____

By:_____

_____
[PRINTED NAME AND TITLE]

US:

FIT BODY BOOT CAMP, INC.

By: _____

_____
[PRINTED NAME AND TITLE]

PRINCIPAL EQUITY OWNERS:

(*Note: each Principal Equity Owner is signing below as a party to this Agreement, and is individually obligated to perform or guarantee the performance by an entity franchisee of all duties and obligations of the franchisee under this Agreement)*:

x_____

_____
[PRINTED NAME]

x_____

_____
[PRINTED NAME]

x_____

_____
[PRINTED NAME]

x_____

_____
[PRINTED NAME]

x_____

_____
[PRINTED NAME]

List of Exhibits to Franchise Agreement:

Appendix 1 – Personal Guarantee

Exhibit 1 – Territory and Location of Outlet

Exhibit 2 – Names and Addresses of Principal Equity Owners

Exhibit 3 – Assignment and Assumption Agreement; Release

Exhibit 4 – Lease Rider & Collateral Assignment of Lease

APPENDIX 1 TO FIT BODY BOOT CAMP, INC. FRANCHISE AGREEMENT

PERSONAL GUARANTEE

RECITALS

A. The undersigned, [INSERT NAME] (hereinafter, the "undersigned" or "Guarantor") constitute all shareholders, members, partners, owners, spouses of owners and other persons or entities interested in effecting the grant or transfer of the **Fit Body Boot Camp, Inc.** Franchise Agreement (the "Franchise Agreement") by **Fit Body Boot Camp, Inc.** ("Franchisor") to _____ ("Franchisee");

B. Franchisor is relying on this Guarantee to ensure that there are sufficient assets to operate the franchised business and to protect Franchisor in the event Franchisee commits a default under the Franchise Agreement;

C. Franchisor is only willing to enter into the Franchise Agreement if the undersigned personally guarantee Franchisee's obligations thereunder;

1. The undersigned hereby represent and warrant that they constitute all of the owners of the Franchisee entity and their respective spouses (if applicable).

2. The undersigned individuals personally, jointly and severally, hereby agree to be individually bound by all the terms and conditions of the Franchise Agreement, including any amendments thereto, whenever made, and absolutely, irrevocably and unconditionally guarantee to Franchisor, and its successors and assigns, that all of Franchisee's obligations under the Franchise Agreement will be punctually paid and performed.

3. The undersigned acknowledges and agrees that Franchisor has entered into the Franchise Agreement with Franchisee solely on the condition that each owner of Franchisee and each owner's spouse be personally obligated and jointly and severally liable with Franchisee (and with each other owner of Franchisee) for the performance of each and every obligation of Franchisee (and its owners) under the Franchise Agreement, any amendments to the Franchise Agreement, any extensions or renewals under the agreement and under each and every agreement ancillary to the Franchise Agreement, including any lease that has been or hereafter may be entered by Franchisee and Franchisor (all aforementioned agreements are collectively referred to as the "*FBBC* Agreements"). Without limiting the generality of the foregoing, the undersigned agree specifically to be bound by the confidentiality requirements and the covenant against competition in the Franchise Agreement.

4. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee.

5. This Guarantee is effective until all terms of the *FBBC* Agreements have been fully and completely performed by Franchisee. No release of Franchisee or discharge of Franchisee under bankruptcy law, or any other law, shall impair or effect the obligations of Guarantor(s) to Franchisor hereunder.

6. Guarantor(s) jointly and severally agree(s) to pay all attorneys' fees, costs and expenses (including any and all Royalty Fees, Software Reimbursement Fees, and Marketing and Promotion Fund Contributions and associated interest on such amounts, that are determined to be owing to Franchisor due to underreporting by Franchisee) incurred by Franchisor in enforcing this Guarantee, whether or not suit or action is filed, and if suit or action is filed, then through trial and all appeals, and also in any proceedings or matter in Bankruptcy Court; Guarantor(s) assume all liability for all losses, costs, attorney's fees, and expenses that Franchisor incurs as a result of a default by Franchisee, including those fees and expenses incurred in a bankruptcy proceeding involving Franchisee.

7. The undersigned hereby waives:

(i) notice of amendment of the *FBBC* Agreements and notice of demand for payment or performance by Franchisee of any obligation under the *FBBC* Agreements;

(ii) presentment or protest of any instrument and notice thereof, and notice of default or intent to accelerate with respect to the indebtedness or nonperformance of any of Franchisee's obligations under the *FBBC* Agreements;

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

(iv) the defense of statute of limitations in any action hereunder or for the collection or performance of any obligation;

(v) any and all rights to payments, indemnities and claims for reimbursement or subrogation that the undersigned may have against Franchisee arising from the undersigned's execution of and performance under this Guarantee;

(vi) any defense based on any irregularity or defect in the creation of any of the obligations or modification of the terms and conditions of performance thereof;

(vii) any defense based on the failure of Franchisor or any other party to take, protect, perfect or preserve any right against and/or security granted by Franchisee or any other party; and

(viii) any and all other notices and legal or equitable defenses to which the undersigned may be entitled.

8. Upon default by Franchisee or notice from Franchisor, the undersigned will immediately make each payment and perform each obligation required of Franchisee under the *FBBC* Agreements. Without limiting the generality of the foregoing, the undersigned acknowledges that Franchisor is not required to proceed first against the Franchisee, but may proceed first against the undersigned or any of them alone or concurrent with proceeding against Franchisee. The obligations of Guarantor(s) hereunder are absolute and unconditional.

9. Governing Law; Jurisdiction; Venue; Dispute Resolution. Guarantor(s) acknowledge and agree that the governing law, venue and dispute resolution provisions set forth in the Franchise Agreement shall apply to this Guaranty as if set forth fully herein and Guarantor(s) represent and warrant that they have fully read, understand and agree to the governing law, venue and dispute resolution provisions set forth in the Franchise Agreement.

10. The undersigned hereby waive any right to trial by jury that they may have in any action brought by Franchisor related directly or indirectly to this Guarantee and/or the *FBBC* Agreements, the negotiation of the Guarantee and/or the *FBBC* Agreements.

11. If one or more provisions contained in this Guarantee shall be invalid, illegal or unenforceable, in any respect under the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12. Each of the undersigned acknowledges that (i) it is a condition to the granting of the Franchise Agreement to Franchisee that each of the undersigned shall execute and deliver this Guarantee to Franchisor, (ii) that Franchisor has entered into the Franchise Agreement with Franchisee in reliance upon the agreement of the undersigned to do so, and (iii) that, as owners of the Franchisee, the undersigned have received adequate consideration to support their execution of this Guarantee. This Guarantee does not grant or create in the undersigned any interests, rights or privileges in the *FBBC* Agreements, or any franchise or franchise agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee as of the date of the Agreement.

GUARANTORS:

Date:_____ By: _____
Print Name:_____, an individual

Date:_____ By: _____
Print Name:_____, an individual

EXHIBIT 1 - TERRITORY AND LOCATION OF OUTLET

1. Approved Outlet Location: The Outlet will be located at (check (a) or (b), as applicable):

_____ a._____
(Street Address, City, State and Zip Code)

_____ b. The approved Outlet location has not been determined as of the Effective Date of this Agreement. Franchisee shall secure the approved Outlet location in accordance with the terms and conditions of the Franchise Agreement within the general area described as follows (the "Designated Area"):

_____
(Indicate City, County or Area within which the Franchised Outlet shall be located.)

If (b) above is selected, Franchisor will issue an amended Exhibit 1 to reflect the address of the Outlet and the Territory, once the approved Outlet location is secured by Franchisee in accordance with the terms of the Franchise Agreement.

2. Territory.
The Territory is either [ ] a radius of____miles around the Outlet or [ ] the geographical area surrounding the Outlet as depicted in a map attached to this Exhibit 1.

(If the address of the Outlet is unknown when this Agreement is signed, Franchisor will issue an amended Exhibit 1 to reflect the Territory once the approved Outlet location is secured by Franchisee in accordance with the terms of this Agreement.)

The Outlet must be open and operating not later than_____.

EXHIBIT 2 - NAMES AND ADDRESSES OF OWNERS AND RESPONSIBLE OWNER

If you are a corporation or limited liability company, list below the names, residential addresses and respective percentage equity ownership interests of each Owner:

1._____

_____

_____

_____ **%**

2. _____

_____

_____

_____**%**

3._____

_____

_____

_____ **%**

4. _____

_____

_____

_____**%**

5. _____

_____

_____

_____ **%**

The Responsible Owner for the Outlet is the following individual (list name, address, telephone number and email address):

Name:_____

Address: _____

_____

Telephone Number:_____

Email Address:_____

EXHIBIT 3 – SAMPLE ASSIGNMENT & ASSUMPTION AGREEMENT AND RELEASE

THIS ASSIGNMENT AND ASSUMPTION OF FRANCHISE AGREEMENT (the "Assignment") is made and entered into this _____ day of _____, 201____ (the "Effective Date"), by and between: (i) Fit Body Boot Camp, Inc. ("Franchisor"); (ii) [INSERT INDIVIDUAL ASSIGNOR(S)], as individuals (collectively the "Assignor"); and (iii) [INSERT FRANCHISEE ENTITY] , a _____ with an address at _____("Assignee") which entity is owned and controlled by Assignor ("Guarantors")**.**

BACKGROUND

A. Franchisor and Assignor entered into a certain Franchise Agreement dated on or about [INSERT DATE OF FRANCHISE AGREEMENT] (the "Franchise Agreement") whereby Assignor was granted the right and undertook the obligation to operate a Fit Body Boot Camp® franchise (the "Franchised Business").

B. Assignor has formed a legal entity, namely Assignee, for the convenience and purpose of owning and operating the Franchised Business.

C. Assignor desires to assign their rights and obligations under the Franchise Agreement to Assignee pursuant to and in accordance with the provisions of the Franchise Agreement.

D. Franchisor is willing to consent to the assignment of the Franchise Agreement to Assignee, subject to the terms and conditions of this Assignment, including without limitation, each Assignor's agreement to guarantee the performance by Assignee of its obligations under the Franchise Agreement and to continue to be bound by all of the provisions of the Franchise Agreement.

AGREEMENT

In consideration of the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns and transfers over to Assignee all of their rights, title and interest in and to the Franchise Agreement and Franchised Business, effective as of the date of this Assignment. Assignee hereby assumes all of Assignor's obligations, assignments, commitments, duties and liabilities under the Franchise Agreement, and agrees to be bound by and observe and faithfully perform all of the obligations, assignments, commitments and duties of the franchisee under the Franchise Agreement with the same force and effect as if the Franchise Agreement were originally written with Assignee as the "Franchisee" thereunder. Subject to the terms and conditions of this Assignment, Franchisor consents to the assignment and assumption described in this Section 1, and hereby waives any right of first refusal with respect to the assignment described in this Agreement.

2. Assignor's Personal Guaranty of Franchisee's Obligation; Continued Obligations under Franchise Agreement. Each Assignor agrees that it shall continue to be personally bound by all of the terms and conditions of the Franchise Agreement, and each Guarantor agrees to be personally bound by all of Franchisee's obligations under the Franchise Agreement, including all covenants not to compete set forth therein, and further agree that nothing contained in this Assignment herein shall be deemed to relieve any Assignor of any of their obligations contained in the Franchise Agreement. Each Assignor further agrees to, and by this instrument does hereby, guarantee the performance by Assignee of all of its obligations, commitments, duties and liabilities under the Franchise Agreement, including without limitation, all monetary obligations thereunder. Guarantors hereby agree to enter into the form of Personal Guaranty designated by Franchisor immediately on the Effective Date.

3. Enforcement. In the enforcement of any of its rights against either Assignor, the parties agree that Franchisor may proceed as if each Assignor were the primary obligor under the Franchise Agreement. Each Assignor waives any right to require Franchisor to first proceed against Assignee or to proceed against or exhaust any security (if any) held by Franchisor or to pursue any other remedy available to it before proceeding against Assignor. No dealing between Franchisor and Assignee shall exonerate, release, discharge or in any way reduce the obligations of any Assignor hereunder, in whole or in part, and in particular and without limiting the generality of the foregoing, Franchisor may modify or amend the Franchise Agreement, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise Agreement, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise deal with Assignee as Franchisor may see fit without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any

assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirmance or disclaimer of this Assignment or the Franchise Agreement, Assignor shall continue to be fully liable.

4. Release. Upon execution of this Assignment, each Assignor, for himself/herself and all persons and entities claiming by, through or under any of either of them, hereby releases, acquits, and forever discharges Franchisor and its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, franchisees, licensees, successors and assigns (the "Franchisor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which either Assignor, by himself/herself or on behalf of, or in conjunction with any other person, persons, partnership or corporation, has, had, or might claim to have against the Franchisor Releasees that accrued prior to the date this Assignment is fully executed, including those arising out of or related to: (i) the offer, sale, operation and/or transfer of the Franchised Business and any other franchise granted by Franchisor as of the date of this Agreement; (ii) the Franchise Agreement and any other contract/agreement entered into between any Assignor and any Franchisor Releasee, as well as the parties' respective rights or obligations in connection with such agreements; and (iii) any and all rights, obligations or claims under any state franchise regulations or franchise relationship laws. Each Assignor warrants and represents that it has not assigned or otherwise transferred any claim or cause of action released by this Assignment. Each Assignor further warrants and represents that it will not sue, or assist or cooperate with any third party in any third-party action against, any Franchisor Releasee arising out of or related to the claims released under this Section.

The parties acknowledge that they have been advised by counsel and are familiar with and expressly waive the provisions of California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Each of the Releasing Parties hereby waive and relinquish every right or benefit which he/she or it may have under Section 1542 of the Civil Code of the State of California, and any similar statute under any other state or federal law, to the fullest extent that he/she or it may lawfully waive such right or benefit. In connection with this waiver and relinquishment, with respect to the Claims released above, each party acknowledges that it may hereafter discover facts in addition to or different from those which they now know or believe to be true but that it is the parties' intention, subject to the terms and conditions of this Agreement, to fully, finally and forever to settle and release all such claims, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the release given above shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts.

5. Successors and Assigns. Neither Assignor nor Assignee may assign, transfer, convey or otherwise delegate any of their respective rights, title, interest or obligations under this Assignment without Franchisor's prior written consent. This Assignment shall be binding and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

6. Governing Law, Venue and Dispute Resolution Same as Franchise Agreement. The parties acknowledge and agree that the governing law, venue and dispute resolution provisions set forth in the Franchise Agreement shall apply to this Assignment as if set forth fully herein.

7. Entire Agreement; Acknowledgement and Representation. This Assignment shall constitute the entire integrated assignment between the parties with respect to the subject matter contained herein and shall not be subject to change, modification, amendment or addition without the express written consent of all the parties. Each Assignor: (i) agrees and acknowledges that Assignor's obligations under this Assignment are joint and several in nature; and (ii) that they are the owners of all ownership interests of the Assignor entity.

8. Attorneys' Fees and Costs. In the event that it becomes necessary for Franchisor to retain the services of legal counsel to enforce the terms of this Assignment, Franchisor shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, expert and investigative fees, incurred in enforcing the terms of this Assignment.

9. Right to Review and to Counsel. Each party declares that the terms of this Assignment have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain, and confer with counsel. This Assignment is entered into after a full investigation by the parties, and the parties

are not relying upon any statements or representations not contained in this Assignment.

10. Authority. The persons executing this Assignment on behalf of Assignee acknowledge their authority to do so.

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

The next page is the signature page.

IN WITNESS WHERE OF, the undersigned have affixed their signatures hereto as of the day and date first above written.

FIT BODY BOOT CAMP INC.

By: _____
Print Name: _____
Title: _____

_____
Witness

_____
Witness

_____
Witness

_____
Witness

ASSIGNORS:

_____
[Insert Name], Individually

_____
[Insert Name], Individually

ASSIGNEE:

[INSERT ASSIGNEE ENTITY]

By: _____
Print Name: _____
Title: _____

GUARANTORS:

_____
[Insert Guarantor Name], Individually

_____
[Insert Guarantor Name], Individually

EXHIBIT 4 – LEASE RIDER

LEASE RIDER

1. Landlord shall deliver to Fit Body Boot Camp Inc. ("Franchisor") a copy of any notice of default or termination of the Lease at the same time such notice is delivered to Tenant.

2. Landlord, Tenant and Franchisee shall enter into Franchisor's collateral assignment of lease in the form attached to this Rider as Attachment A.

3. Franchisor or its designee shall have the right, but not the obligation, upon giving written notice of its election to Tenant and Landlord, to cure any breach of the Lease and, if so, stated in the notice, to also succeed to Tenant's rights, title and interests thereunder.

4. Landlord and Tenant hereby acknowledge that Tenant has agreed under the Franchise Agreement that Franchisor and its employees or agents shall have the right to enter the Location for certain purposes. Landlord hereby agrees not to interfere with or prevent such entry by Franchisor, its employees or agents. Landlord and Tenant hereby further acknowledge that in the event the Franchise Agreement expires (without renewal) or is terminated, Tenant is obligated to take certain steps under the Franchise Agreement to de-identify the location as a franchised location, including removal of any and all uses of the mark *Fit Body Boot Camp*® and the Fit *Body Boot Camp*® logo. Landlord agrees to permit Franchisor, its employees or agents, to enter the Location and remove signs, decor and materials displaying any marks, designs or logos owned or licensed by Franchisor, provided Franchisor shall bear the expense of repairing any damage to the Location as a result thereof.

5. Landlord agrees to allow Tenant to remodel, equip, paint and decorate the interior and exterior of the Location pursuant to the terms of the Franchise Agreement and any successor Franchise Agreement under which Tenant may operate the Business at the Location.

6. Copies of any and all notices required or permitted hereby or by the Lease shall also be sent to Franchisor at the following address: 5867 Pine Ave., Chino Hills, California 91709, or such other address as Franchisor shall specify by written notice to Landlord.

7. Franchisor is a third-party beneficiary under this Addendum.

8. References to the Landlord, Tenant and Franchisor include the successors and assigns of each of the parties.

Exhibit A to Lease Rider

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE is made as of the last date below written by and among _____ ("Tenant"), FIT BODY BOOT CAMP INC. ("Franchisor"), and _____ ("Landlord").

RECITALS

WHEREAS, Tenant is the tenant under a certain lease (or sublease), dated _____ (the "Lease"), wherein Landlord leased to Tenant certain premises at _____ (the "Premises"); and

WHEREAS, Tenant and Franchisor have, or will, enter into a Franchise Agreement (the "Franchise Agreement"), whereby Franchisor will grant to Tenant the right to open and operate a *Fit Body Boot Camp*® franchised Outlet at the Premises; and

WHEREAS, as a condition to Franchisor entering into the Franchise Agreement, Franchisor has required that Tenant assign its right, title and interest in the Lease, with the right to reassign (as provided therein), as security for Tenant's obligations and Franchisor's rights under the Franchise Agreement; and

WHEREAS, in order to induce Franchisor to enter into the Franchise Agreement, Tenant has agreed to assign its right, title and interest in the Lease, with the right to reassign (as provided therein), as security for Tenant's obligations and Franchisor's rights under the Franchise Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the foregoing premises and the mutual promises contained herein and in the Franchise Agreement, and in order to secure Tenant's obligations and Franchisor's rights under the Franchise Agreement, Tenant does hereby collaterally assign, transfer and set over unto Franchisor, with the right to reassign (as provided herein), all of its right, title and interest in and to the Lease and in and to the Premises; it being nevertheless expressly understood and agreed that this assignment is made and is consented to by the Landlord contingent upon the following terms, covenants, limitations and conditions:

1. Tenant's Right to Possession. Tenant shall retain right to possession of the Premises in accordance with the terms and conditions of the Lease until the occurrence of an Assignment Event (as defined in paragraph 2 of this Agreement).

2. Assignment Events.

2.1 Franchisor shall have the right to exercise either of the options set forth in paragraphs 2.1(i) or 2.1(ii) below upon: (a) Franchisor's declaration of a default by Tenant under the Franchise Agreement, which remains uncured beyond all applicable notice and cure periods; (b) the expiration or earlier termination of the Franchise Agreement; or (c) an expression by Tenant of its desire to terminate the Lease (each, an "Assignment Event"). Upon the occurrence of an Assignment Event, Franchisor shall have the option to either:

(i) assume and occupy the Premises upon written notice to Landlord and Tenant, in which event Franchisor shall be deemed to be substituted as the tenant under the Lease in the place and stead of Tenant and shall be deemed to have assumed expressly all of the terms, covenants and obligations of the Lease theretofore applicable to Tenant and shall likewise be entitled to enjoy all of the rights and privileges granted to Tenant under the terms and conditions of the Lease; or

(ii) assign the Lease to an affiliate or an approved *Fit Body Boot Camp*® franchisee, without obtaining Landlord's prior written consent, provided that, in the event of an assignment to a franchisee,

such franchisee: (x) has a net worth equal to or greater than the net worth of Tenant at the time of Lease execution; (y) assumes all of Tenant's obligations under the Lease; and (z) completes Franchisor's initial training program to Franchisor's satisfaction.

2.2 If Franchisor exercises either of the rights set forth in paragraphs 2.1(i) or 2.1(ii) above, Tenant shall remain obligated under the Lease and Tenant shall be liable to Franchisor for all payments by Franchisor for rent and other Lease obligations. The parties acknowledge that such payments are reasonable expenses of foreclosure.

2.3 If Franchisor exercises either of the rights set forth in paragraphs 2.1(i) or 2.1(ii) above, Landlord shall not terminate or accelerate the rent owed under the Lease in connection with any such assignment, so long as Franchisor, or its franchisee, assumes, in writing, the obligations of Tenant under the Lease. Nothing in this Paragraph 2.3 shall serve to extend the term of the Lease or provide Franchisor with occupancy rights, options to renew or other rights not expressly set forth to Tenant in the Lease.

3. Agreement of Landlord.

3.1 Landlord agrees to provide Franchisor with copies of any and all letters and notices to Tenant pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant.

3.2 Landlord further agrees that, if it intends to terminate the Lease, Landlord will give Franchisor the same advance written notice of such intent as provided to Tenant, specifying in such notice all defaults that are the cause of any proposed termination. Franchisor shall have the right to cure, at its sole option, any such default within the time periods granted to Tenant under the Lease.

3.3 If neither Tenant nor Franchisor cures all such defaults within the prescribed time period (or such longer period as may be specifically permitted by the Lease), then the Landlord may terminate the Lease, re-enter the Premises, and/or exercise all other rights as set forth in the Lease. Landlord will promptly notify Franchisor of any expression by Tenant of its desire to terminate the Lease.

4. Right to Enter and Make Modifications to Premises. Before the expiration or termination of the Lease, Franchisor shall have the right to enter the Premises to make any reasonable modifications or reasonable alterations necessary to protect Franchisor's interest in the *Fit Body Boot Camp*® franchise system or its proprietary marks, or to cure any default under the Franchise Agreement entered into by and between Franchisor and Tenant, or any affiliate of Tenant. Landlord and Tenant agree that Franchisor shall not be liable for trespass or any other crimes or tort.

5. Notices. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile, telegram or telex (provide that the sender confirm the facsimile, telegram or telex by sending an original confirmation copy by certified transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If to Franchisor:

Fit Body Boot Camp Inc.
5867 Pine Ave., Chino Hills, California 91709

With a copy to:

_____
_____
_____

If to Tenant:

_____
_____
_____

If to Landlord:

_____
_____
_____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by telex or facsimile shall be deemed given on the business day of transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties.

6. No Material Modification of Lease. Landlord and Tenant will not amend, renew, extend or otherwise modify the Lease in any manner which would materially affect any of the foregoing provisions without Franchisor's prior written consent.

7. Acknowledgment. The parties hereby acknowledge and agree that, so long as Franchisor shall not have exercised its option to take possession of the Premises under this Agreement, Franchisor shall not be liable for rent or any other obligations under the Lease.

[***The remainder of this page is intentionally left blank; signature page to follow.]***

IN WITNESS WHEREOF, the parties hereto have executed this Collateral Assignment of Lease as of the _____ day of _____, _____.

ASSIGNOR:

_____
WITNESS

By:_____
Print Name:_____
Title:_____

FRANCHISOR:

FIT BODY BOOT CAMP INC.

_____
WITNESS

By:_____
Print Name:_____
Title:_____

LANDLORD:

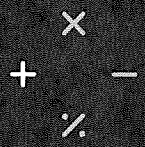
_____
WITNESS

By:_____
Print Name:_____
Title:_____

FIT BODY BOOT CAMP

FINANCIAL STATEMENTS

EXHIBIT B



REPORT OF INDEPENDENT AUDITORS
AND FINANCIAL STATEMENTS

FIT BODY BOOT CAMP, INC.

December 31, 2021, 2020, and 2019

MOSSADAMS

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MOSSADAMS

Report of Independent Auditors

The Stockholder
Fit Body Boot Camp, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Fit Body Boot Camp, Inc. (the "Company"), which comprise the balance sheets as of December 31, 2021, 2020, and 2019, and the related statements of operations, stockholder's deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, 2020, and 2019, 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.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Restatement of Previously Issued Financial Statements

As discussed in Note 2 to the financial statements, Fit Body Boot Camp, Inc. has restated its financial statements to correct for errors identified in its previously issued financial statements. Our opinion is not modified with respect to this matter.

Moss Adams LLP

Irvine, California
April 14, 2022

Fit Body Boot Camp, Inc.
Balance Sheets

ASSETS

	December 31, 2021	2020 (as restated)	2019 (as restated)
CURRENT ASSETS			
Cash	$ 1,269,835	$ 1,111,189	$ 536,914
Account receivable, net of allowance for doubtful accounts of $112,469, $114,196, and $786,030, respectively	101,415	271,959	181,116
Due from related parties	208,446	362,874	433,327
Other current assets	62,958	68,616	80,799
Current portion of contract assets	59,838	40,027	45,739
Total current assets	1,702,492	1,854,665	1,277,895
PROPERTY AND EQUIPMENT, net	643,157	808,781	877,722
CONTRACT ASSETS, net of current portion	352,083	327,233	412,831
Total assets	$ 2,697,732	$ 2,990,679	$ 2,568,448

LIABILITIES AND STOCKHOLDER'S DEFICIT

CURRENT LIABILITIES			
Accounts payable	$ 177,283	$ 198,084	$ 100,019
Accrued payroll	39,220	53,765	149,412
Other accrued expenses	276,075	325,172	246,939
Due to related parties	113,817	85,627	55,236
Loan payable – related party	-	267,000	568,152
Line of credit	500,000	500,000	250,000
Current portion of debt	5,848	91,758	-
Current portion of deferred revenue	706,204	809,037	1,169,321
Total current liabilities	1,818,447	2,330,443	2,539,079
LONG-TERM LIABILITIES			
Deferred revenue, net of current portion	3,372,392	3,770,161	5,591,270
Long-term debt	154,052	712,465	-
Other long-term liabilities	10,637	30,118	85,053
Total long-term liabilities	3,537,081	4,512,744	5,676,323
Total liabilities	5,355,528	6,843,187	8,215,402
STOCKHOLDER'S DEFICIT			
Common stock			
Authorized – 2,500,000 shares, no par value, issued and outstanding – 500,000 shares	2,000	2,000	2,000
Additional paid-in capital	169,974	169,974	169,974
Accumulated deficit	(2,829,770)	(4,024,482)	(5,818,928)
Total stockholder's deficit	(2,657,796)	(3,852,508)	(5,646,954)
Total liabilities and stockholder's deficit	$ 2,697,732	$ 2,990,679	$ 2,568,448

See accompanying notes.

Fit Body Boot Camp, Inc.
Statements of Operations

	Years Ended December 31,		
	2021	2020 (as restated)	2019 (as restated)
REVENUE			
Initial franchise fees	$ 1,350,715	$ 2,818,326	$ 1,787,671
Franchise royalty	2,393,299	3,211,712	3,703,333
Marketing and promotional	1,581,097	909,400	2,530,474
Software fees	941,137	1,286,472	1,179,513
Challenge fees	495,206	530,432	-
Mastermind fees	393,406	447,472	282,620
Trainerize fees	275,785	211,834	-
Web specials	248,186	222,886	1,768,948
Other revenue	392,076	762,451	325,369
Total revenue	8,070,907	10,400,985	11,577,928
OPERATING EXPENSES			
Sales, general, and administrative expenses	7,794,624	8,017,779	11,877,807
Cost of product sales	-	38,395	193,495
Depreciation and amortization	309,773	265,420	244,390
Loss on disposal of assets	-	-	23,922
Total operating expenses	8,104,397	8,321,594	12,339,614
OPERATING INCOME (LOSS)	(33,490)	2,079,391	(761,686)
OTHER EXPENSE (INCOME)	(1,236,885)	275,245	38,767
NET INCOME (LOSS)	$ 1,203,395	$ 1,804,146	$ (800,453)

See accompanying notes.

Fit Body Boot Camp, Inc.
Statements of Stockholder's Deficit

	Common Stock		Additional Paid-in	Accumulated	Total Stockholder's
	Shares	Amounts	Capital	Deficit	Deficit
BALANCE, January 1, 2019 (as previously reported)	500,000	$ 2,000	$ 169,974	$ (871,029)	$ (699,055)
Prior period adjustment – Note 2	-	-	-	(89,570)	(89,570)
BALANCE, January 1, 2019 (as restated)	500,000	2,000	169,974	(960,599)	(788,625)
Cumulative effect adjustment resulting from adoption of ASC 606 (as restated)	-	-	-	(4,047,710)	(4,047,710)
Distributions to stockholder	-	-	-	(10,166)	(10,166)
Net loss (as restated)	-	-	-	(800,453)	(800,453)
BALANCE, December 31, 2019 (as restated)	500,000	2,000	169,974	(5,818,928)	(5,646,954)
Distributions to stockholder	-	-	-	(9,700)	(9,700)
Net income (as restated)	-	-	-	1,804,146	1,804,146
BALANCE, December 31, 2020 (as restated)	500,000	2,000	169,974	(4,024,482)	(3,852,508)
Distributions to stockholder	-	-	-	(8,683)	(8,683)
Net income	-	-	-	1,203,395	1,203,395
BALANCE, December 31, 2021	500,000	$ 2,000	$ 169,974	$ (2,829,770)	$ (2,657,796)

See accompanying notes.

Fit Body Boot Camp, Inc.
Statements of Cash Flows

	Years Ended December 31,		
	2021	2020 (as restated)	2019 (as restated)
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income (loss)	$ 1,203,395	$ 1,804,146	$ (800,453)
Adjustments to reconcile net loss to net cash provided by operating activities			
Depreciation and amortization	309,773	265,420	244,390
Gain on forgiveness of PPP loans	(1,288,645)	-	-
Write-off of related-party receivable	221,433	-	-
Changes in operating assets and liabilities			
Account receivables	170,544	(90,843)	(181,116)
Due from related parties	(38,815)	100,844	(280,365)
Other current assets	5,658	12,183	82,546
Contract assets	(44,661)	91,310	(163,450)
Account payables	(20,801)	98,065	(75,122)
Accrued payroll	(14,545)	(95,647)	2,957
Other current liabilities	(49,097)	78,233	148,778
Deferred rent	(11,230)	(46,684)	(46,351)
Deferred revenue	(500,602)	(2,181,393)	(359,585)
Net cash provided by (used by) operating activities	(57,593)	35,634	(1,427,771)
CASH FLOWS FROM INVESTMENT ACTIVITIES			
Acquisition of property and equipment	(144,149)	(196,479)	(71,281)
Net cash used by investment activities	(144,149)	(196,479)	(71,281)
CASH FLOWS FROM FINANCING ACTIVITIES			
Payments on capital lease	(8,251)	(8,251)	(8,251)
Borrowings on line of credit	-	250,000	250,000
Repayments on loan payable – related party	(267,000)	(301,152)	568,152
Borrowing on debt	644,322	804,223	-
Distributions to stockholder	(8,683)	(9,700)	(10,166)
Net cash provided by financing activities	360,388	735,120	799,735
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	158,646	574,275	(699,317)
CASH AND CASH EQUIVALENTS, beginning balance	1,111,189	536,914	1,236,231
CASH AND CASH EQUIVALENTS, ending balance	$ 1,269,835	$ 1,111,189	$ 536,914
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION			
Cash paid during the year for interest	$ 29,179	$ 14,964	$ 2,369
Cash paid during the year for state income taxes	$ (674)	$ 18,800	$ 20,417

See accompanying notes.

Note 1 – Nature of Business and Operations

Fit Body Boot Camp, Inc. (the "Company" or "FBBC") was incorporated in California on March 2, 2011. The Company was organized for the purpose of franchising fitness programs and services worldwide under the name "Fit Body Boot Camp." The franchise concept is to provide a completely new category in the fitness, wellness, and personal training industry. The sole stockholder of the Company is a family trust, herein after referred to as "Stockholder."

The Company is engaged in the administration, development, operation, and licensing of businesses that operate the franchise studios.

As of December 31, 2021, 2020, and 2019, the Company had franchises in operation of 386, 418, and 638, respectively, with Fit Body Boot Camp studios in most states in the United States and Canada, and licensed sites in Great Britain and Australia. During the years ended December 31, 2021, 2020, and 2019, the Company sold 29, 18, and 41 franchises, respectively, to new and existing franchisees. Additionally, as of December 31, 2021, 2020, and 2019, there were no corporate-owned locations opened.

In March 2020, the World Health Organization (WHO) declared coronavirus (COVID-19) a global pandemic. This contagious disease outbreak, and any related adverse public health developments, has adversely affected workforces, customers, economies, and financial markets globally. In response to COVID-19, the Company has implemented various cost cutting measures including personnel costs resulting from reductions in their workforce and reduced discretionary spending.

The Company could experience other potential impacts as a result of the COVID-19 pandemic. Actual results may differ materially from the Company's current estimates as the scope of the COVID-19 pandemic evolves, depending largely though not exclusively on the duration of the disruption to its business.

Note 2 – Restatement of Previously Issued Financial Statements

Subsequent to the issuance of the 2020 financial statements, the Company became aware that there were errors in its previously issued financial statements. The first error was related to leasehold improvements being incorrectly depreciated over a 15-year useful life. Rather, management concluded leasehold improvements should be depreciated over the shorter of the useful lives of the improvements or the lease term, including any renewals that are reasonably certain of being exercised. The second error was related to the cumulative effect resulting from the adoption of Accounting Standards Update (ASU) 2021-02, *Practical Expedient,* not being fully adjusted as of January 1, 2019, consistent with the Company's adoption date of Accounting Standards Codification (ASC) Topic 606. Additionally, the third error is included in the schedule below which are the result of the gross up of related-party receivables and payables that were previously shown net.

Note 2 – Restatement of Previously Issued Financial Statements (continued)

These corrections resulted in the following changes to the Company's previously issued 2020 and 2019 financial statements:

	As Previously Reported	Restatement	As Restated
Selected Balance Sheet Data as of December 31, 2020:			
Property and equipment, net	$ 1,050,013	$ (241,232)	$ 808,781
Due from related parties	$ 277,247	$ 85,627	$ 362,874
Total assets	**3,146,284**	**(155,605)**	**2,990,679**
Due to related parties	-	85,627	$ 85,627
Total liabilities	**6,757,560**	**85,627**	**6,843,187**
Accumulated deficit	(3,783,250)	(241,232)	(4,024,482)
Total stockholder's deficit	**(3,611,276)**	**(241,232)**	**(3,852,508)**
Total liabilities and stockholder's deficit	**$ 3,146,284**	**$ (155,605)**	**$ 2,990,679**
Selected Balance Sheet Data as of December 31, 2019:			
Property and equipment, net	$ 1,039,468	$ (161,746)	$ 877,722
Due from related parties	$ 378,091	$ 55,236	$ 433,327
Total assets	**2,674,958**	**(106,510)**	**2,568,448**
Due to related parties	$ -	$ 55,236	$ 55,236
Deferred revenue, net of current portion	4,423,525	1,167,745	5,591,270
Total liabilities	**6,992,421**	**1,222,981**	**8,215,402**
Accumulated deficit	(4,489,437)	(1,329,491)	(5,818,928)
Total stockholder's deficit	**(4,317,463)**	**(1,329,491)**	**(5,646,954)**
Total liabilities and stockholder's deficit	**$ 2,674,958**	**$ (106,510)**	**$ 2,568,448**
Selected Statement of Operations Data for the year ended December 31, 2020:			
Depreciation and amortization	$ 185,934	$ 79,486	$ 265,420
Total operating expenses	**8,242,108**	**79,486**	**8,321,594**
Operating income (loss)	**2,158,877**	**(79,486)**	**2,079,391**
Net income (loss)	**$ 1,883,632**	**$ (79,486)**	**$ 1,804,146**
Selected Statement of Operations Data for the year ended December 31, 2019:			
Initial franchise fees	$ 2,517,097	$ (729,426)	$ 1,787,671
Total revenue	**12,307,354**	**(729,426)**	**11,577,928**
Depreciation and amortization	172,214	72,176	244,390
Total operating expenses	**12,267,438**	**72,176**	**12,339,614**
Operating income (loss)	**39,916**	**(801,602)**	**(761,686)**
Net income (loss)	**$ 1,149**	**$ (801,602)**	**$ (800,453)**
Selected Statement of Stockholder's Deficit Data for the year end December 31, 2019:			
Cumulative effect adjustment resulting from adoption of ASC 606	$ (4,777,136)	$ 729,426	$ (4,047,710)
Net income	**1,149**	**(801,602)**	**(800,453)**
Balance, December 31, 2019 – Accumulated Deficit	**(5,657,182)**	**(161,746)**	**(5,818,928)**
Balance, December 31, 2019 – Total Stockholder's Deficit	**$ (5,485,208)**	**$ (161,746)**	**$ (5,646,954)**
Selected Statement of Cash Flows Data for the year ended December 31, 2019:			
Net income (loss)	**$ 1,149**	**$ (801,602)**	**$ (800,453)**
Deferred revenue	(1,089,011)	729,426	(359,585)
Depreciation and amortization	$ 172,214	$ 72,176	$ 244,390

Note 3 – Summary of Significant Accounting Policies

Basis of presentation – The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Use of estimates – The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and cash equivalents – The Company considers all highly liquid debt instruments purchased with an original maturity of 90 days or less to be cash equivalents. The Company had no cash equivalents as of December 31, 2021, 2020, and 2019.

Accounts receivable – Accounts receivable represent amounts due from their franchisees for royalty, software, and marketing fee revenues and are stated net of an allowance for doubtful accounts. On a periodic basis, the Company evaluates its accounts receivable balance and establishes an allowance for doubtful accounts, if required, based on a history of past write-offs and collections and current credit considerations. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. As of December 31, 2021, 2020, and 2019, an allowance for doubtful accounts of $112,469, $114,196, and $786,030, respectively, was recorded.

Property and equipment – Property and equipment are carried at cost, less accumulated depreciation. Expenditures for additions, replacement, and major improvements are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred. Depreciation is computed on a straight-line basis over the estimated useful lives of six years for computer and office equipment and seven years for furniture and fixtures and vehicles. Leasehold improvements are depreciated over the shorter of the lease term and the useful lives of the improvements. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation is removed from the accounts, and any resulting gain or loss is recognized.

Contract liability – Contract liability or deferred revenue is a liability related to a revenue-producing activity for which revenue has not yet been recognized. The Company records a contract liability when it receives consideration from a customer before achieving certain criteria that must be met for revenue to be recognized in conformity with U.S. GAAP.

Note 3 – Summary of Significant Accounting Policies (continued)

The following table reflects the change in contract assets between January 1, 2019 and December 31, 2021:

BALANCE, January 1, 2019	$ 314,457
Expenses recognized that were included in the contract assets at beginning of the year	(31,970)
Increase, excluding amounts recognized as expenses during the period	176,083
BALANCE, December 31, 2019	458,570
Expenses recognized that were included in the contract assets at beginning of the year	(170,810)
Increase, excluding amounts recognized as expenses during the period	79,500
BALANCE, December 31, 2020	367,260
Expenses recognized that were included in the contract assets at beginning of the year	(97,938)
Increase, excluding amounts recognized as expenses during the period	142,599
BALANCE, December 31, 2021	$ 411,921

The following table reflects the change in deferred revenue between January 1, 2019 and December 31, 2021:

BALANCE, January 1, 2019	$ 7,849,602
Revenue recognized that was included in deferred revenue at beginning of the year	(2,517,096)
Increase, excluding amounts recognized as revenue during the period	1,428,085
BALANCE, December 31, 2019	6,760,591
Revenue recognized that was included in deferred revenue at beginning of the year	(2,818,326)
Increase, excluding amounts recognized as revenue during the period	636,933
BALANCE, December 31, 2020	4,579,198
Revenue recognized that was included in deferred revenue at beginning of the year	(1,354,408)
Increase, excluding amounts recognized as revenue during the period	853,806
BALANCE, December 31, 2021	$ 4,078,596

Note 3 – Summary of Significant Accounting Policies (continued)

The following table illustrates estimated expenses expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2021:

Contract assets to be recognized in	
2022	$ 59,838
2023	59,156
2024	57,298
2025	45,748
2026	27,215
Thereafter	162,666
Total	$ 411,921

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2021:

Deferred revenue to be recognized in	
2022	$ 719,446
2023	704,439
2024	639,382
2025	379,103
2026	160,474
Thereafter	1,475,752
Total	$ 4,078,596

Revenue recognition – The core principle of ASC 606 is that a reporting entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the reporting entity expects to be entitled in exchange for those goods or services. The revenue recognition approach under ASC 606 includes the following 5-step approach:

1) Identify the contract with the customer
2) Identify the performance obligations in the contract
3) Determine the transaction price
4) Allocate the transaction price to the performance obligations in the contract
5) Recognize revenue when, or as, the entity satisfies a performance obligation

Initial franchise fees – Franchise fees revenue consists primarily of initial and renewal franchise fees and upfront fees from area development agreements (ADAs). Franchise agreements are for a seven-year term, with subsequent renewals available subject to approval. A franchisee may generally renew its agreement upon expiration.

Note 3 – Summary of Significant Accounting Policies (continued)

Initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. The Company's performance obligation under area development agreements generally consists of an obligation to grant geographic exclusive area development rights. These development rights are not distinct from franchise agreements, so upfront fees paid by franchisees for exclusive development rights are deferred and apportioned to each franchise agreement signed by the franchisee. The pro rata amount apportioned to each franchise agreement is accounted for identically to the initial franchise fee.

The Company accounts for franchise fees in accordance with ASU 2021-02, *Practical Expedient,* which allows franchisors that are not public business entities to treat the entire franchise fee as one performance obligation. The performance obligation includes the right of use to the Company's franchise license. Occasionally, the Company provides pre-opening services such as training, marketing, and grand opening marketing. These pre-opening services are included in the initial franchise fees and included together as one performance obligation.

Franchise royalty – Franchise royalty is the flat monthly royalty fee received from ongoing franchisees based on the rate agreed upon in the franchisees' agreements. Continuing franchise royalties are collected and recognized monthly, and the royalty fee is fixed based on amounts indicated in the franchise agreements.

Marketing and promotional – Marketing and promotional revenues are revenues earned from a monthly marketing service fee charged to ongoing franchisees based on a rate agreed upon in the franchisees' agreements and services provided to participating franchisees related to various ad-hoc marketing campaigns. Monthly marketing fees are collected and recognized monthly, and the fee is fixed based on amounts indicated in the franchise agreements. Revenue related to ad-hoc marketing campaigns is charged and recognized when the performance obligation is satisfied, which is upon completion of the campaigns.

Software fees – Software fee revenue is revenue earned from a monthly software fee charged to ongoing franchisees based on a rate agreed upon in the franchisees' agreements. Software fees are collected and recognized monthly, and the fee is fixed based on amounts indicated in the franchise agreement.

Challenge fees – Challenge fee revenue is revenue earned from a monthly fee charged to franchisees who elect to participate in the various fitness challenges that help attract new members, such as a weight loss challenge. Challenge fees are collected and recognized monthly based on the agreed-upon monthly fee.

Mastermind fees – Mastermind fee revenue is revenue earned monthly associated with Mastermind Coaching Program for franchisees who elect to participate. The program gives franchisees access to Fit Body Boot Camp Mastermind coaching services during the agreement term, which may include the franchisee's right to participate in online, in-person, or telephone coaching sessions.

Note 3 – Summary of Significant Accounting Policies (continued)

Trainerize fees – Trainerize fees are monthly revenues from certain franchisees to gain access to use an online coaching program. Trainerize fees are collected and recognized monthly based on the agreed-upon monthly fee.

Web special – Web special revenue is revenue from promotional/discounted sign-up specials offered through the FBBC website for brand new members to attend a franchise location for three weeks. All purchases of web specials are revenue to FBBC. If members decide to enroll past the promotional period of the web special, the subsequent payments would be revenues to franchisees. The web special revenues are recognized upon payment.

Other revenues – Other revenues include commission income, Fit Body Forever fees, and miscellaneous income. Commission income includes the Company's portion of income, which is shared with a related party, for sales of supplements, meals, and fitness gear purchased online. Fit Body Forever program fees are associated with a fitness program designed for adults ages 55 and over who want to stay fit and active, live with independence, and keep healthy for the long haul.

Advertising costs – Advertising costs are charged to operating expenses as incurred. Advertising costs for the years ended December 31, 2021, 2020, and 2019, were approximately $1,680,000, $970,000, and $2,088,000, respectively. Advertising is performed through many different mediums, such as direct mailing, tradeshows, and the internet. Advertising costs are included in sales, general, and administrative expenses in the statements of operations.

Income taxes – The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under federal and most state laws, taxes based on income of an S corporation are payable by the Company's stockholder to the extent the stockholder is subject to income tax. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements for the years ended December 31, 2021, 2020, and 2019. Some states may impose certain franchise taxes; such provision for state income taxes was included in the operating expenses in the accompanying statements of operations.

Concentration of credit risk – At times during the years ended December 31, 2021, 2020, and 2019, cash balances were in excess of Federal Deposit Insurance Corporation (FDIC) insurance limits. To mitigate the risk, the Company maintains substantially all of the day-to-day operating cash balances with high credit quality, major financial institutions.

Fair value of financial instruments – The carrying value of the Company's other current assets, payables, and accrued expenses approximates fair value due to their short-term nature.

Sales, general, and administrative expenses – Sales, general, and administrative expenses consist of costs associated with administrative support functions. These costs primarily consist of payroll, rent, credit card fees, sales, use and property tax, insurance, marketing, legal, and accounting expenses.

Note 3 – Summary of Significant Accounting Policies (continued)

Private company accounting alternative for variance interest entities – The Company does not apply the variable interest entity (VIE) guidance to certain legal entities under common control when all of the following conditions are met:

- The Company and legal entity are under common control of a parent. This determination only considers the direct and indirect voting interest held by the Company's parent in the Company and the legal entity.
- Neither the Company nor the legal entity are under control of a public business entity.
- The legal entity under common control is not a public business entity.
- The Company does not directly or indirectly have a controlling financial interest in the legal entity. This determination excludes consideration of a controlling financial interest under the VIE guidance and only considers the voting interest model.

Entities under common control during 2021, 2020, and 2019, consist of the Stockholder; Company; ENP Ventures, LLC; FBBC Operations, LLC; Fitness Mastermind, LLC; Empire Systems, Inc.; Empire TM Holdings, LLC; and Empire Traffic, Inc. The Company makes an ongoing assessment of whether entities under common control meet these criteria.

Recently issued accounting pronouncements – In February 2016, ASU No. 2016-02, *Leases (Topic 842) (ASC 842)* was issued. ASC 842 will require lessees to recognize on the balance sheets the assets and liabilities for the rights and obligations created by those leases of terms more than 12 months. ASC 842 will require both capital and operating leases to be recognized on the balance sheets. Qualitative and quantitative disclosures will also be required to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases. ASU No. 2019-01 was released which pushed the effective date for private companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2021. The Company is currently evaluating the impact that the standard will have on the financial statements.

Subsequent events – Subsequent events are events or transactions that occur after the balance sheets date but before the financial statements are issued. The Company recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheets, including the estimates inherent in the process of preparing the financial statements. The Company's financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheets but arose after the balance sheets date and before the financial statements were issued.

The Company has evaluated subsequent events through April 14, 2022, which is the date the financial statements were available to be issued.

Note 4 – Property and Equipment

Property and equipment consisted of the following:

	2021	2020 (as restated)	2019 (as restated)
Computers and office equipment	$ 848,095	$ 777,646	$ 568,889
Furniture and fixtures	124,064	124,064	124,064
Vehicles	43,991	43,991	43,991
Leasehold improvements	731,985	658,285	658,285
Construction in progress	-	-	12,278
	1,748,135	1,603,986	1,407,507
Less: accumulated depreciation and amortization	(1,104,978)	(795,205)	(529,785)
Total property and equipment	$ 643,157	$ 808,781	$ 877,722

Depreciation and amortization expenses were approximately $310,000, $265,000 (as restated), and $244,000 (as restated) for the years ended December 31, 2021, 2020, and 2019, respectively.

Note 5 – Debt

At December 31, 2021, 2020, and 2019, debt consists of the following:

	2021	2020	2019
PPP loans	$ -	$ 644,323	$ -
Term loan	159,900	159,900	-
Line of credit	500,000	500,000	250,000
	659,900	1,304,223	250,000
Less: current portion	(505,848)	(591,758)	(250,000)
Long-term debt	$ 154,052	$ 712,465	$ -

Note 5 – Debt (continued)

Paycheck Protection Program (PPP) loans – On April 28, 2020, the Company received a loan of approximately $644,000 under the PPP of the Coronavirus Aid, Relief, and Economic Security (CARES) Act (the "First PPP Loan"). On April 14, 2021, the full amount of this First PPP Loan, plus accrued interest, was forgiven and the Company recognized other income for the gain on debt forgiveness. While outstanding, the First PPP Loan bore interest at a rate of 1% and had a maturity date in April 2022, with payments consisting of principal and interest payable monthly starting in October 2021. While the Company believed it had spent the First PPP Loan funds in accordance with the Small Business Administration (SBA) regulations for full forgiveness as of December 30, 2020, such forgiveness had not yet been granted at that time. Accordingly, amounts outstanding under the First PPP Loan were classified as long-term debt, with portions classified as current and non-current, in accordance with the loan agreement, in the balance sheets as of December 31, 2020.

On February 10, 2021, the Company received a loan of approximately $644,000 under the PPP of the CARES Act (the "Second PPP Loan"). The Second PPP Loan, plus accrued interest, was forgiven on October 19, 2021, and the Company recognized other income representing the gain on debt forgiveness. While outstanding, the Second PPP Loan bore interest at a rate of 1% and had a maturity date in March 2026.

Interest expense related to the PPP loans was de minimis for the years ended December 31, 2021 and 2020.

Term loan – The Company entered into a small business loan (secured disaster loan with the SBA) on May 29, 2020, for approximately $160,000, which includes an Economic Injury Disaster Loan (EIDL) advance of $10,000. The interest rate as of December 31, 2021, was 3.75%. Principal and interest payments of $731 are due every month beginning 24 months from the date of the agreement, beginning on May 29, 2022.

Line of credit – The Company refinanced their line of credit agreement with a bank on March 2, 2020, which provides a line of credit with borrowings up to $500,000 with an interest rate of LIBOR daily floating rate plus 2.50% (2.61% and 4.25% as of December 31, 2021 and 2020, respectively). The credit agreement expired on March 15, 2022. The Company is in negotiations with its bank to extend the maturity date of the line of credit. Advances are secured by all of the assets of the Company and are personally guaranteed by the owners of the Company.

Note 5 – Debt (continued)

Future minimum principal payments required under the term loan and line of credit are as follows:

Years Ending December 31,	
2022	$ 505,848
2023	8,772
2024	8,772
2025	8,772
2026	8,772
Thereafter	118,964
	$ 659,900

Note 6 – Related-Party Transactions

As disclosed in Note 2, the Company has elected to apply the private company accounting alternative related to legal entities under common control.

The Company entered into a related-party payable with the Stockholder in 2019. The balance relates to expenses paid by the owners of the Stockholder on the Company's behalf. There is no interest rate, and the payable was paid back in full during 2021. As of December 31, 2020 and 2019, the balance outstanding to the stockholder was approximately $267,000 and $520,000, respectively, and is included in loan payable – related party on the balance sheets. For the years ended December 31, 2021, 2020, and 2019, the net change in cash flows related to these transactions was approximately a decrease of $267,000, a decrease of $253,000, and an increase of $520,000, respectively.

The Company has amounts due to the Stockholder in accounts payable which are related to rental payments for the lease of the corporate office. As of December 31, 2021, 2020, and 2019, the balance due to the Stockholder in accounts payable was approximately $119,000, $119,000, and $51,000, respectively. For the year ended December 31, 2021, there was no net change in cash flow related to this transaction. For the years ended December 31, 2020 and 2019, the net change in cash flows related to these transactions was approximately an increase of $68,000 and an increase of $51,000, respectively.

The Company has a vendor agreement with a related party. The agreement includes the terms for the revenue sharing and commission revenues shared between the entities. The Company provides marketing services for the related party and the related party provides ecommerce services to the Company. As of December 31, 2021, 2020, and 2019, the receivable balance to the Company was approximately $208,000, $156,000, and $267,000, respectively. For the years ended December 31, 2021, 2020, and 2019, the net change in cash flows related to these transactions was approximately an increase of $52,000, a decrease of $111,000, and an increase of $267,000, respectively.

Note 6 – Related-Party Transactions (continued)

The Company paid for expenses on behalf of a related party. For the year ended December 31, 2021, the Company wrote off the receivable balance from this party for approximately $221,000. As of December 31, 2021, there was no net balance due from this related party. As of December 31, 2020 and 2019, the net receivable balance to the Company was approximately $206,000 and $166,000, respectively. For the years ended December 31, 2021, 2020, and 2019, the net change in cash flows related to these transactions was approximately an increase of $15,000, an increase of $40,000, and an increase of $166,000, respectively.

A related party paid for expenses on behalf of the Company. As of December 31, 2021 and 2020, the net payable balance to the related party was approximately $46,000 and $47,000, respectively. As of December 31, 2019, there was no net balance due to this party. For the years ended December 31, 2021 and 2020, the net change in cash flows related to these transactions was approximately a decrease of $1,000 and an increase of $47,000, respectively. For the year ended December 31, 2019, there was no cash flow activity.

A related party provides marketing services to the Company. As of December 31, 2021, 2020, and 2019, the net payable balance to the related party was approximately $34,000, $38,000, and $55,000, respectively. For the years ended December 31, 2021, 2020, and 2019, the net change in cash flows related to these transactions was approximately a decrease of $9,000, a decrease of $17,000, and an increase of $55,000, respectively.

A related party provides allows for use of its trademarks to the Company. As of December 31, 2021, 2020, and 2019, the net payable balance to the related party was approximately $33,200, $0, and $0, respectively. For the years ended December 31, 2021, 2020, and 2019, the net change in cash flows related to these transactions was approximately an increase of $33,200 in 2021, and no change in 2020 or 2019.

The Company believes that its maximum exposure to loss relates to the related-party receivables discussed above. As of December 31, 2021, the Company had a total receivable balance of $208,000 to related parties.

The Company leases its corporate office from the Stockholder of the Company. The Company also has two subleases with related parties. See Note 7.

Note 7 – Commitments and Contingencies

Lease commitments – As disclosed in Note 3, the Company has elected to apply the private company accounting alternative related to legal entities under common control. The Company rents the building in Chino Hills, California, and it is owned by the Stockholder of the Company. The lease was amended on December 1, 2021, and changed the lease to month-to-month. Prior to the amendment, the lease agreement was a three-year operating lease which required monthly rental payments of $17,000 from April 1, 2018 through April 1, 2021, at which time the lease can be renewed every three years. The Company is responsible for all other service charges related to the facility. Rent expense for the years ended December 31, 2021, 2020, and 2019, was approximately $214,000, $230,000, and $268,000, respectively, which is included in sales, general, and administrative expenses on the statements of operations. The Company records the total rent payable during the lease term on a straight-line basis over the term of the lease (including the rent abatement period beginning upon possession of the premises) and records the difference between the minimum rents paid and the straight-line rent as a deferred rent obligation. As of December 31, 2021, the Company has no future rental commitments.

On December 1, 2021, the Company entered into two administrative services agreements with related parties which both included subleases. Rental income due to the Company for the subleases is approximately $21,000 of monthly rent. For the year ended December 31, 2021, total rental income recorded was $21,000. For the years ended December 31, 2020 and 2019, the Company did not record any rental income.

Litigation – The Company at times is subject to legal proceedings and claims which arise in the ordinary course of its business. It is the opinion of management that the outcome of these matters will have no material adverse effect on the financial position or results of operations of the Company.

Note 8 – Employee Benefit Plan

The Company maintains a qualified defined contribution 401(k) plan covering substantially all of its employees. The Company contributes 3% of an employee's eligible compensation to eligible participants. A discretionary contribution may also be made as determined annually by the officers and owners of the Company. The contribution for the years ended December 31, 2021, 2020, and 2019, was approximately $53,000, $81,000, and $18,000, respectively, all of which was included as an accrued liability at the respective years ended.

FIT BODY BOOT CAMP

LIST OF FRANCHISE OUTLETS

EXHIBIT C

LIST OF FRANCHISE OUTLETS AS OF APRIL 20, 2022

Alabama

Franchisee Contact	Address	Phone No.
Steven Hadley	26037 Capital Dr, Daphne, AL 36526	877- 483-5020
Liberty Freeman, Samantha Alday, Debra Taylor, Josh Foster	876 Hillcrest Rd, Mobile, AL 36695	251- 660-4337
Chris Policelli	12831 Sixth Street, Lillian, AL 36549	251- 962-2131
Liberty Freeman, Samantha Alday, Debra Taylor, Josh Foster	3460 Springhill Avenue Mobile, AL 36608	251- 753-7563
John Roper	5800 Valley Road suite 120 Trussville, AL 35235	205- 508-0486

Alaska

Franchisee Contact	Address	Phone No.
Torrey Plunk	3550 Airport Way Ste 6 Fairbanks, AK 99709	907-460-2616

Arizona

Franchisee Contact	Address	Phone No.
Kelly Sullens	18425 N. 51st Avenue Suites A&B Glendale, AZ 85308	602- 348-7767
Victor Figueroa	4705 E Carefree Highway Space 107, Cave Creek AZ 85331	602- 819-6412
Antonio & Theresa Olander	950 E Pecos Rd Ste 19 Chandler, AZ 85225	480- 725-9073
Benjamin Jones	2740 S. Alma School Rd #8 Mesa, AZ 85210	480- 364-6668
Benjamin Jones	9245 E Guadalupe Rd #103 Mesa, AZ 85212	480- 737 - 1512
Benjamin Jones	5229 S Power Rd Suite #B104-107, Mesa, AZ 85212	480- 382-1354
Benjamin Jones	3821 E Baseline Rd Suite # J-132, Gilbert, AZ 85234	480- 868-8544
Aaron Robertson	4626 E Thunderbird Rd #104 phoenix, AZ 85032	480- 808-3085
Ashley Williams	17050 N Thompson Peak Parkway C-100 Scottsdale, AZ 85255	619- 606-6833
Benjamin Jones	20892 E OCOTILLO RD SUITE 102 QUEEN CREEK, AZ, 85142	480- 737- 3239
Benjamin Jones	2622 N. Ogden #106 Mesa, AZ 85215	480- 299 - 2871
Carol & Robert Carruth	9525 E Old Spanish Trail Suite 121 Tucson, AZ 85748	520- 297-8280

Franchisee Contact	Address	Phone No.
Nazario and Brandy Chavez	2510 E. Hunt Highway, Suites 9,10,11 San Tan Valley, AZ 85413	480- 712-7144
Benjamin Jones	7425 S Harl Ave Suite #4 Tempe, AZ 85283	480- 327-8276
Benjamin Jones	3373 E. Queen Creek Rd. Suite 100 Gilbert, AZ 85297	480- 737 - 1512
Kelly and Thomas Sullens	20255 N Lake Pleasant Road #107 Peoria, AZ 85382	602-348-7767

California

Franchisee Contact	Address	Phone No.
Jui Chun Rachel Yu	22937 Rio Lobos Road Diamond Bar, CA 91765	626-290-0747
Chad Gomez	5741 E La Palma Ave, Anaheim CA 92807	714-915-0395
David Sosa	9016 Archibald Ave Rancho Cucamonga CA 91730	909- 636-2239
John & Cara Eckerman	570 West Lambert Road, Suite H, Brea, CA 92821	714- 257-5083
Richard Mugica and Justin Morrow	31524 Railroad Canyon Rd Canyon Lake, CA 92587	626-260-0924
John & Cara Eckerman	14586 Pipeline Ave Chino Hills Plaza , CA 91710	909- 287-1241
Patrick Enman	855 W. Foothill Blvd Claremont, CA 91711	909- 522-2804
Mike Kersten	435 N. Clovis Ave. #103 Clovis, CA 93611	559- 797-1310
Maria and Gilbert Ramos	2097 East Washington St. Suite 1F & 1G Colton, CA 92324	909- 572-0040
Marcelina Kendall	3100 Contra Loma Blvd #3150 Antioch, CA 94509	925- 204-3603
Maricela Castro	90 W. Grand Blvd, #105, Corona CA 92882	951- 250-5822
Michael Zakarian	3618 E Chapman Ave Orange, CA 92869 United States	714- 712-0106
Alisson Rosales	19531 Pauling, N Lobby, Ste. 200 Foothill Ranch, CA 92610	949- 929-1249
Michael and Margherita Rodriguez	6797 N. Milburn Ave.1B Fresno, CA 93722	559- 392-5598
Michael and Gina Aguirre	5809 N Figueroa St Los Angeles, CA 90042	323- 579-9650
Ashley and Derek Scott	19030 Brookhurst Street Huntington Beach, CA 92646	714- 267-2600

Franchisee Contact	Address	Phone No.
Shara Lisa Guarnes Madrid	9227 Orco Parkway Unit A Riverside CA 92509	909- 957-4584
John and Cara Eckerman	2123 Foothill Blvd. La Verne, CA 91750	909- 447-9234
Caroline Niebla	570 Central Avenue, Unit E, Lake Elsinore, California 92530	951- 230-9632
Bryce Henson	24194 Alicia Parkway Ste E Mission Viejo CA 92691	949- 307-5158
Brittney Buck, Melissa Furter, Antonio Buck	2260 N Fremont Street Suite 1 Monterey, CA 93940	831- 204-8348
David Ramos	23571 Sunnymead Ranch Parkway Unit 103 Moreno Valley, California 92557	951- 472-2335
Jamie Wendell	510 Old Newport Blvd. Suite D Newport Beach, California 92663	949-478-1141
Aaron Thornton	1990 N. Fowler Ave. Clovis, CA 93619	559- 205-7311
Dee Dupra	Northridge Fashion Center 9301 Tampa Ave. #46 Northridge, CA 91324	747- 224-1246
Dahlia Kallo	2409 S. Vineyard Ave Unit J Ontario, CA 91761	909- 529-1366
Justin Smith	13125 Danielson Street Suite 101 Poway, CA 92064	858- 859-0407
James Edward Swift	3039 Kilgore Rd, Ste 140 Rancho Cordova, CA 95670	916- 508-4328
Aurora and Edmundo Torres	712 W. Cienega Ave San Dimas, CA 91773	909- 351-8558
Antonio Buck	175 Walnut Ave Santa Cruz, CA 95060	831-204-8348
David Cortez	2908 Cochran St Simi Valley, CALIFORNIA 93065	805- 416-0611
Jose Lopez, April Seilhamer	2060 S EUCLID ST ANAHEIM, CA, 92802	714- 867-6664
Bradly Terra	2485 Notre Dame Boulevard, Suite 210	530- 285-0640
Jake & Katie Wammack	3312 S Mooney Blvd Visalia, CA 93277	559- 736-5106
Lisa Dang, Eddie Marquez	8848 Painter Ave Unit B	562- 262-5446
Fathia Elkial	521 S. Brookhurst St. N213 Anaheim, CA 92804	714- 485-3335
Anthony Parisi	3255 E. Thousand Oaks Blvd. Unit C Thousand Oaks, CA 91362	805- 230-0155
Priscilla and Nathan Yamasaki	1460 Cabrillo Blvd Torrance, CA 90501	310- 803-3586
Ana and Edgar Perez	307 El Camino Real Tustin, CA 92780	714- 403-8747
Mario Devers	1332 W 9th St Unit B Upland, CA 91786	909- 569-9544

Franchisee Contact	Address	Phone No.
Daniel Salas	3600 Sisk Rd #4B, Modesto, CA 95356	209- 312-1774
Mario Devers	450 S. Glendora Ave., Suite 109, West Covina, CA 91790	909- 635-8556
Darren Jake Duncan	8831 N. Cedar Ave Fresno, CA 93720	559- 801- 6225
Bryce Henson	22343 La Palma Ave #125 Yorba Linda, CA 92887	714- 398-8518
James Hazen	31888 Del Obispo Street Suite C-7 San Juan Capistrano, CA 92675	949- 280-9408
Lizbeth Galvan & Raymundo Galvan	4780 Granite Drive, Suite 400, Rocklin, CA 95677	831-710-5973
Charles Green Jr. and Derek Wong	43 E Main St. 1st Floor, Alhambra, CA 91801	843-412-0911
Charles Green Jr. and Derek Wong	2128 S. Atlantic Blvd. Monterey Park, CA 91754	843-412-0911
Andrew and Kristen Klein	1441 Monterey Street, San Luis Obispo, CA 93401	209-831-0888
Armando Garcia	1295 East Dunne Avenue, Suite 120 Morgan Hill, CA 950	408-850-6406
Jose Serenil	40125 10th Street West, #P Palmdale, CA 93551	818-430-7202
Trevon Croom	East Castro Valley Boulevard, Suites K&L , Castro Valley, CA	562-569-2150
Nancy Rangel	6030 Warner Avenue Huntington Beach, CA 92647	714-300-4284

Colorado

Franchisee Contact	Address	Phone No.
Jennifer Richter	414 West Fillmore Street Colorado Springs, Colorado 80907	719- 445-9715
Jeremy Slaughter	20981 E Smoky Hill Rd, Centennial CO 80015	801-637-4452
Madison and Herman Heard	16255 W 64th Ave Unit 3, Arvada, CO 80007	303-408-7025

Connecticut

Franchisee Contact	Address	Phone No.
Carissa Beam & Katharine Gomes	885 W Main St Suite A, Branford, CT 06405	860- 857-5652
Sabrina Santos and Luis Marcelino	391 Broad St, Manchester, CT 06040	860- 783-5880
Dylan and Brunetta Cathers	5 River Rd, Wilton, CT 06897	914- 523-4073
David Pope	250 Westport Ave Norwalk, CT 06851	(203) 354-4000

Delaware

Franchisee Contact	Address	Phone No.
Matthew and Elizabeth Fritzeen	17400-17 N Village Main Blvd Units 10 and 11, Lewes, DE 19958	302- 500-3589

Florida

Franchisee Contact	Address	Phone No.
Jennifer and Neil Bates	12220 Towne Lake Dr #55, Fort Myers, FL 33913	239-207-0003
Jodi and Thaddeus Rund	5180 West Atlantic Ave Delray Beach, FL 33484	561- 843-5018
Glen & Rebecca Drake	2001 Palms Boulevard Suite 101 & 102 Destin, Florida 32541	850- 687-6703
Billie Young and Vanessa Filion	11035 Philips Hwy Jacksonville, FL 32257	904- 232-8700
Jennifer Carter	9270 Indiantown rd C2 Jupiter, FL 33478	561--771-4FIT
Rickman Taylor and Serene Prinyavivatkul	6250-10 Lantana Road Lake Worth, FL 33463	561- 246-4001
Jodi and Thaddeus Rund	6076 Okeechobee Blvd Ste. 32-34 West Palm Beach, FL 33417	561- 247-5073
Jodi and Thaddeus Rund	420 US-1 #24, North Palm Beach, FL 33408	561- 320 - 2010
Stephanie Biernat, Steven Robledo, Joel Metzger	3217 S Macdill Ave, Tampa, FL 33629	813- 509-0681
Gina Antonucci	2375 St Johns Bluff Rd S Unit 206/207 Jacksonville, FL 32246	904- 513-1655
Manuela amd Leandro Massaro	1941 34th St. North, St. Petersburg, Florida 33713	727-348-6564
Michael and Anthony Etter	112-116 N. Dixie Highway West Palm Beach, FL	561-225-1772
Tatiana and Michael Cook	3295 NW Federal Hwy Jensen Beach, FL, 34957	772- 237-5783
Donna and Sean Varela	555 N. Federal Highway, Unit #1-4 Boca Raton, FL 33432	631-252-8794
Michael Sell	124 Weston Rd., Sunrise, FL 33326	954-275-9373
Josh Cammack	34930 US Highway 19 North, Palm Harbor, FL 34684	727-465-6911
Chris Policelli	3335 Gulf Breeze Parkway Unit 107-A, Gulf Breeze, Florida, 32563	

Georgia

Franchisee Contact	Address	Phone No.
Stacy Ward	6199 Hwy. 92 Suite 148 Acworth, Ga 30102	678- 881-9881
Jerry Stewart and Joey Martin	3569 Atlanta Highway Athens, Georgia 30606	706- 296-2637

Franchisee Contact	Address	Phone No.
Mandy Smith	6323 Grand Hickory Drive Suite 300E Braselton, GA 30680	706- 540-0692
Mike Hamlin	3725 Sixes Rd, Canton Ga 30114	678- 880-8718
Mychal and Coi Epps	1820 Ga Hwy 20 SE Ste 204-208 Conyers Georgia 30013	678- 902-5005
Jeff Birmingham	145 Forest Boulevard Suites 430-435 Dawsonville, GA 30534	706- 216-8672
Joey Stewart and Michael Hamlin	6175 Hickory Flat Hwy, Ste 165, Canton, Ga 30115	678- 880-8718
Justin McAndrew and MeghanDowns	11585 JONES BRIDGE RD #730 JOHNS CREEK, GA, 30022	678-851-8091
Chloe Jones	90 Glenda Trace Suite C Newnan, GA 30265	470- 257-9045
Junior Olivera	2301 Airport Thruway STE D6 Columbus, GA 31904	706- 221-4766
Tonya and Gregory Beaty	2781 GA-54 PEACHTREE CITY, GA, 30269	678- 271-2611
Ananathaiah Tanneeru	1062 Johnson Ferry Rd., Unit 162-D, Marietta, GA 30068	210-260-8758

Iowa

Franchisee Contact	Address	Phone No.
Brenda Bohenkeamp	6420 Coachlight Drive, West Des Moines, IA 50266	515-330-6882

Idaho

Franchisee Contact	Address	Phone No.
Abe and Danika Aboud	1511 N. McMillan Rd. Meridian, ID 83646	208-260-0310

Illinois

Franchisee Contact	Address	Phone No.
Nicole & James Schuette	150 Columbia Center. Columbia, IL 62236	618- 719-2288
Kyle Blust	625 W Division St Chicago, IL 60610	773- 401-5500
Steve Siannas	12736 S. Rt. 59 Ste 100 Plainfield, Illinois 60585	815- 782-3222
Salvatore Cianflone	1043 W. Madison St. Chicago, IL 60607	312-238-9812
Russell Scalise	8752 W 159th St. Orland Park, IL 60462	773-469-2396
Elizabeth Platek	692 Sheffield Lane Bolingbrook, IL 60440	630-542-3891

Franchisee Contact	Address	Phone No.
Angela Shouldice	2644 W Schaumburg Road, Schaumburg, IL 60194	630-742-8556
Marcus Clark and Kevin Mill	1320 N. Rt 59 Naperville, IL 60563 United States	

Indiana

Franchisee Contact	Address	Phone No.
Ian Bowen	1050 Broadway 48 & #50 Chesterton, IN 46304	219- 405-7559
Michele Stalion	902 Calumet Ave #3, Valparaiso, IN 46383	219- 286-7688

Kansas

Franchisee Contact	Address	Phone No.
Marcus & Judith Morales	403 E MADISON AVE DERBY Kansas 67037	316-789-6062
Miranda Downey	612 Fort Riley Blvd. Manhattan, KS 66502	785- 477-6893
Jason Adair	5626 SW 29th St Topeka, Ks 66614	785- 408-5269
Larry Floyd, Ryan Floyd and Josh Donahue	1520 E Douglas Ave. STE 120 Wichita, KS 67214 United States	316- 749-8484

Kentucky

Franchisee Contact	Address	Phone No.
Stephen Long	6431 Bardstown Road Lousiville, KY 40291	812-670-0111

Louisiana

Franchisee Contact	Address	Phone No.
Michael and Corinna Bridges	2171 Airline Dr. Bossier City, LA 71111	318- 771-1077
Heather & Lamar Powell	240 Range 12 Blvd, Suite 116 &117 DENHAM SPRINGS, Louisiana 70726	225- 380-5026
Jim and Tina Ayers	8580 Madison Blvd, Madison, AL 35758	256-585-5798
Cody Bailey	1600 Military Highway Pineville, Louisiana 71360	318- 704-6063
Clay Gardenhire	17532 Airline Hwy Ste G&H, Prairieville, LA 70769	225- 610-5212
James Anderson	1520 E. MCNEESE ST LAKE CHARLES, LA, 70605	337 243 3335

Maryland

Franchisee Contact	Address	Phone No.
Darryl Keeton and Zoe Keeton-Rodriguez	1336 Crain Highway Bowie MD 20716	301- 500-8425
Jeff and BeHai Ligas	2218 Commerce Rd Unit 1 Forest Hill MD 21050	443- 499-4001

Connie Leung, Yiu Leung and Wendy Lai	5020 Nicholson Court Kensington, MD 20895	240- 621-0618
Lynda Gustavsen	22576 MacArthur Boulevard Unit 312 California, MD 20619	240- 249-5641
Thomas Lim and Nga Nguyen	5634 Buckeystown Pike, Frederick, MD 21704	240-578-1715
Darryl Keeton and Zoe Rodiguez- Keeton	14700 Hawley Lane Upper Marlboro, MD 20774	240-334-2940

Massachusetts

Franchisee Contact	Address	Phone No.
Herve Medard	99 Hartwell Street West Boylston, MA 01583	774- 322-2171
Sergey and Kendra Meller	222 Main St, Acton, MA 01720	978-855-4036
Vik Desai	2 Leeds Way Southborough, MA 01772	774-545-0339
Chris Shoonover	162 Topsfield Road Ipswich, MA 01938	774-322-2171

Michigan

Franchisee Contact	Address	Phone No.
Matt Wilber	4255 Alpine Avenue NW Suite B Comstock Park, Michigan 49321	616-244-8662
Jan and Jerry Kemp	6095 Jackson Road Suite 200 Ann Arbor, MI 48103	734- 436-2100
Brian Johnson and Jeff Younts	4161 Baldwin Rd. Auburn Hills, MI 48326	231- 740-6122
David Smith and Barrett Henson	2309 Coolidge Highway Berkley, MI 48072	248- 464-5990
Matt Wilber	701 68th Street SW Suite 200 Byron Center, MI 49315	616- 202-3443
Charles & Anthony DiCiuccio	52396 Gratiot Ave Chesterfield, MI 48051	586- 649-7603
Matt & Michael Wilber	6767 Cascade Rd SE, Grand Rapids, MI 49546	616-244-8660
Jason Mathias	721 S. Otsego Ave. Gaylord, Michigan 49735	989- 731-0070
Matt Wilber	1309 S. Beacon Blvd, Grand Haven MI 49417	616-227-0334
Matt Wilber	1971 E Beltline Ave Suite 110 NE Grand Rapids, MI 49525	616- 288-9879
Matt Wilber	2460 28th St SE Grand Rapids, MI 49512	616- 202-5076
Matt Wilber	4485 Canal Ave SW Suites 10 and 11 Grandville, MI 49418	616-244-8670
Tara and James Fritz	5460 Gull Road Kalamazoo, MI 49048	269- 270-2446

Franchisee Contact	Address	Phone No.
Makenzie Higby	2860 E Highland Rd. Highland, MI 48356	248- 533-1718
Matt Wilber	12719 Riley St #50 Holland, MI 49424	616-244-8661
Matt Wilber	5340 Plaza Dr. Suite E Hudsonville, MI 49426	616-379-4080
Chuck and Kathryn Robuck	1455 S. Lapeer Rd. Suite 200 Lake Orion, MI 48360	248- 318 -9403
Matt Wilber	2111 W Main St Lowell Michigan 49331	616- 232-6138
Chad Schmidt	4525 N M-37 Hwy Middleville, MI 49333	269- 301-0633
Jason Mathias	910 Spring St #3, Petoskey, MI 49770	989- 758-1080
Shawn Knash	7067 S. Westnedge Ave. PORTAGE, MI - Michigan 49002	269- 888-2234
Anthony and Charles Diciuccio	71120 Van Dyke Rd Bruce Township, MI 48065	989- 450-7044
Lindsay Hellebuyck	51310 Van Dyke Ave, Shelby Charter Township, MI 48316	586- 991-5226
Karen Scott	6189 Haggerty Rd West West Bloomfield Township, MI 48322	248- 621-4500
Chad Schmidt	380 Cross Oaks Blvd, Suites A & B, Plainwell, MI 49080	269- 301-0633
Makenzie Higby	17125 Silver Parkway, Fenton, MI 48430	(248) 533-1718
Sean and Cheryne Clements	625 County Rd HQ Marquette, MI 49855	906-360-0237
Jody Campbell and Kathryn Nofar	16760 21 Mile Rd., Macomb Township, MI 48044	586-354-0287
Anthony and Charles DiCiuccio	1900 S Rochester Road, Rochester Hills, MI 48307	586-822-8787

Missouri

Franchisee Contact	Address	Phone No.
Patrick Barry and Michael Keane	691 Big Bend Rd, Manchester, MO 63021	314-276-2796
Patrick Barry and Michael Keane	9989-9991 Manchester Road St. Louis, MO 63122	314-276-2796

North Carolina

Franchisee Contact	Address	Phone No.
Dinah Goodman	3039 Boone Trail Extension Suites 100 Fayetteville NC 28304	910-880-1155
Daniel Earnest	8928 US 70 Bus Hwy W Ste 200 Clayton, NC 27520	919- 205-0930
Timothy Herman	1217 16th Street NE Hickory, NC 28601	828-328-2501

Franchisee Contact	Address	Phone No.
Mitchell Wells	7400 Six Forks Rd Suite 24/25 Raleigh, NC 27615	919- 977-8822
Charles Tolles	2115 S Main St Suite D, Wake Forest, NC 27587	984- 235-7166
Ana Goicoechea	234 Westwood Shopping Center Fayetteville NC 28314	910- 408-3222

North Dakota

Franchisee Contact	Address	Phone No.
Brennen Grubb	4480 23rd Ave S, Suite G, Fargo, ND 58104	425-478-7449
Brennen Grubb	2424 32nd Ave S #104a, Grand Forks, ND 58201	

Nebraska

Franchisee Contact	Address	Phone No.
Allen Faison	7310 Harrison St. Ralston, NE 68127	402-813-3612

New Hampshire

Franchisee Contact	Address	Phone No.
David Fisher	141 Route 101A Amherst, NH 03031	603-320-1040
Lisa Dumont	8 Glen Road, Suite 32 West Lebanon, NH 03784	

New Jersey

Franchisee Contact	Address	Phone No.
William Kemmerer and Natalia Mifsud	400 Commons Way Ste 239, Bridgewater, NJ 08876	908- 468-2609
Mike Gattuso	160 William Dalton Drive, Glassboro, NJ 08082	856- 230-0470
Mike Gattuso	1086 Mantua Pike, Wenonah, NJ 08090	856- 230-0470
Bradley Aikins	1101 Randolph Rd. Suite G, Somerset, New Jersey 08873	732- 713-6903
Kyusae Rhee and Neal Creighton	240 Texas Rd, Old Bridge, NJ 08857	908-227-8810
William Kemmerer and Natalia Mifsud	426 Case Blvd. Flemington, NJ 08822	
Daughn Nelson	516 Livingston Street, Norwood, NJ 07648	

New Mexico

Franchisee Contact	Address	Phone No.
Leo Tafoya	3200 LA ORILLA RD. NW SUITE D-5, ALBUQUERQUE, NM, 87120	505- 415-8000
Victor & Michelle Crawford	4009 East Main St Suite D Farmington, NM 87402	970- 749-1058
Leo Tafoya	8110 Louisiana NE Suite D-1 Albuquerque, NM 87113	505- 415-8000
Javier Rodriguez	1515 Golf Course Rd., Ste. 106, Rio Rancho, NM 87124	505- 933-9503

New York

Franchisee Contact	Address	Phone No.
Dennis Stein	609-635 E Main St. Bay Shore, NY 11706	631- 647-4963
Nicole Rivera & Kimberly Schneider	440 S Riverside Rd Store #6 Croton On Hudson, NY 10520	914- 279-0343
Aly Flores	30-1 Eastern ave, Deer Park, NY 11729	631- 940-8680
Carolyn Postell, Jon Whiteway, Christian Glisson	3453 Erie Boulevard Fayetteville, NY 13066	315- 752-6454
Steven & John Briscoe	1815B Broadhollow Rd Farmingdale, NY 11735	631- 213-7092
Robert Michael O'Toole	55 E Sunrise Highway Lindenhurst, New York 11757	516- 639-1769
Garth Binns and Justin Jones	5020 Ave N Brooklyn, New York 11234	347-673-6434
Amanda Gandolfo	135 Mineola Blvd. Mineola, NY 11501	347- 913-6216
Jennifer and Michael Sherbourne	5225 Taft Rd North Syracuse, NY 13212	315-506-3838
Zachary Shagi / Natasha Arango Escobar	601 Montauk Highway Oakdale, NY 11769	631- 365 2570
Sean Queller	73 Broadway Rocky Point, NY 11778	631- 626-4627
Jim Moyna	1495 Weaver St 2nd FL Scarsdale, New York 10583	914- 713-5650
John Inzeo	160 North Liberty Drive Stony Point, NY 10980	845- 293-2348
Richard Jarer	25 Elm Street Mitchel Commons Plaza Suite 4 Warwick, NY	917- 796-4654
Lisa Briggs	34 Oriskany Blvd. Whitesboro NY 13492 United States	315-725-3789
Darren Brody	1735 Front Street Yorktown Heights, NY 10598	914-830-7185
Timothy and Alicia Skjellerup	1790 Black River Blvd #8, Rome, NY 13440	315-272-6890

Franchisee Contact	Address	Phone No.
Alex Panet	215 Quassaick Ave #100 New Windsor NY 12553	845-787-2348

Ohio

Franchisee Contact	Address	Phone No.
Shawn Haffner and Curt Fackler	2340 Grange Hall Rd. Dayton, OH 45431	937- 554-9392
Shawn Haffner and Curt Fackler	4701 Presidential Way Kettering, Ohio 45429	937-554-9392
Ryan Goldstein	5010 Mayfield Rd Lyndhurst, OH 44124	216- 759-FBBC
Tony Seagraves and Curtis Tayler	9570 Fremont Pike Suite 1-102 Rossford, OH 43460	419- 377-7141
Tony Seagraves and Curtis Tayler	6819 W Central Ave. Toledo, OH 43617	844- 419-3222

Oklahoma

Franchisee Contact	Address	Phone No.
Tyson & Brooke Hallman	16501 Network Ave Edmond, Oklahoma 73012	918- 568-7284
Tommy McCaslin	1020 NW 27th Moore, OK 73160	405- 655-5655
Jason & Sherry Kreitzer	627 12th Ave, Suite 125 Norman, OK 73071	405- 928-0791
Justin and Megan Louderback	8787 N 117th E Ave Owasso, OK 74055	918- 960-0872

Oregon

Franchisee Contact	Address	Phone No.
Jennifer Trumpa and Pamela Freres	63139 NE Lancaster St. Suite 140 Bend, OR 97701	4582029377
Emily Johnson	1423 SE 23rd Ave Portland, OR 97214	971- 266-3222

Pennsylvania

Franchisee Contact	Address	Phone No.
Arieh Ordronneau and Nick Alouise	20644 Route 19 Cranberry Township, PA 16066	724- 418-2070
Brian White, Joshua White, Nicolas Gelmini	3351 Washington Rd Suite A, Canonsburg, PA 15317	724- 260-6410
Afshan Ranhja and Nabeel Rahman	700 Nutt Road Store 740 Phoenixville, PA 19460	484- 302-1583
Christina Stango	3957 Lincoln Highway Space A-3 Downingtown, PA 19335	484-432-6105

Rhode Island

Franchisee Contact	Address	Phone No.
Matt Espeut	1284 North Main St. Providence, RI 02904	401-453-3200

South Carolina

Franchisee Contact	Address	Phone No.
Stephen and Joy Gallo	5318 Sunset Blvd Suite F Lexington, SC 29072	803 594-2078
Robert Kometscher	414-A Drive Inn Lane Monks Corner, SC 29461	8432003703
Brittney Williams and Craig Ballantyne	1113 Market Center Blvd Unit B Mount Pleasant, SC 29464	843- 352-2266
Jay Taylor	915 Folly Rd Space K Charleston, SC 29412	208-860-8863
Derek Brown	2801 Wade Hampton Blvd Unit 23, Taylors, South Carolina 29687	864-324-4739

South Dakota

Franchisee Contact	Address	Phone No.
Christopher J. Wehrkamp	3504 S Minnesota Ave #110 Sioux Falls, SD 57105	605-951-9348

Tennessee

Franchisee Contact	Address	Phone No.
Jonathan Herod	332 Jacksonian Dr. Hermitage Tennessee 37076 United States	615- 270-3894
Rapheal Sprouse	1890 Berryhill Road Suite 101 Cordova, TN 38016	901-283-1570

Texas

Franchisee Contact	Address	Phone No.
Toni Lacey	108 Nu Energy Rd. Aledo, TX 76008	817- 504-4408
Alejandro Alex- Dominguez	3190 W Alton Gloor, Brownsville, TX 78520	956- 579-2695
Alejandro Dominguez	4202 Ruben Torres SR Blvd Suite G, Brownsville TX 78526	956- 455-4551
Kelly Puckett	613 Uptown Blvd, Suite 101 Cedar Hill TX 75104	817-657-5915
Kuy Houser	4099 Hwy 6 College Station, TX 77845	8334FITBOD
Toni Lacey	6489 Southwest Blvd Benbrook TX 76132	682- 704-9698
Bryan Meyers	206 Kings Plaza Granbury, TX 76049	817- 243-0075
Ricardo Maldonado	2030 Glade Rd, Grapevine, TX 76051	817- 554-2012
Dustin Neubauer and Marcus Cleveland	2450 E Main St L. League City, TX 77573	832- 632-2066
Taber Black	5207 98th St #400 Lubbock, TX 79424	806- 412-4624
Kristy Force and Shawn Serfass	2840 FM 157 Suite 108 Mansfield, Texas 76063	817- 760-9544
Evelyn Finister	1720 N Central Expy #100 McKinney, TX 75070	972- 832-0395

Franchisee Contact	Address	Phone No.
Gebriel Seyifu and Abel Tadele	7801 Alma Drive, Suite 134 Plano, TX 75025	214- 532-8658
Tom Hough	1310 W Campbell Road #116 Richardson, TX 75080	972- 855 - 8938
John Eckerman	4020 Rhea Road Suite 6A Wichita Falls, Texas 76308	940-247-0115
Keith Holden	727 E Louetta Rd. Suite #130- Spring, Texas 77373	832- 655-0303
Ethan Bowman, Robert Grand-Lienard	882 W. Rusk St., Rockwall, TX 75087	972-880-6370
Emmaunuel Martinez	14005 North U.S. Highway 183, Suite 300, Austin, TX 78717	979-732-1997
Katie and Keith Sanders	4310 Dowlen Rd #1, Beaumont, TX 77706	(409) 330-3239
Cliford and Brittany Marlatt	401 S Memorial Fwy., Nederland, TX 77627	509-760-0376
John Crowe	13181 Tiverton Road El Paso, TX 79928	915-249-7041

Utah

Franchisee Contact	Address	Phone No.
Christopher & Heather Mertz	158 W Parrish Ln. Centerville, UT 84014	801- 683-0126
David Smith	6311 South Highland Drive Suite 6311, Holladay, United States 84121	801 948 0753
David Smith	1728 W 12600 S Riverton, UT 84065	385- 351-5171
Carl and Jennifer Avery	376 Gateway Dr #102, Heber City, UT 84032	801-201-4933

Virginia

Franchisee Contact	Address	Phone No.
Trevor Stahl	210 Prices Fork Rd. Suite C Blacksburg, VA 24060	586- 295-7581
Jason Woolard	21 Cedar Plateau Way Daleville, VA 24083	540- 591-5365
Jason Woolard	1332 Venture Drive Suite C Forest, VA 24551	540- 685-3360
Erin Klein, Chris Klein, Jim Rogers	397 Little Neck Road Building 3300 South, Suite 302 Virginia Beach, VA 23452	757-917-4658
Jason Woolard	3621 Blue Hills Village Drive Suite G Roanoke, VA 24012	540- 795-5990
Erin Klein, Chris Klein, Jim Rogers	2029 S. Lynnhaven Parkway, Suite G3 Virginia Beach, VA 23456	757- 663-2959
Jason Woolard/ Jeff Robertson	2601 Franklin Road, SW Roanoke, VA 24014	540- 777 - 1177
Mariko Martin	3089 Golansky Blvd Woodbridge, VA 22192	703- 884-6447

Jodi Hartel	6198 Sage Drive, Alexandria, VA 22310	571-451-9480
Chris Logas and Melinda Gessel	10085 Market Circle, Manassas, VA 20110	571-359-1049
Erin Klein, Chris Klein, Jim Rogers	480 Kempsville Rd, Chesapeake, VA 23320	

Vermont

Franchisee Contact	Address	Phone No.
Lisa Dumont	5983 US Rte 5. Westminster, VT 05158	530-320-4340

Washington

Franchisee Contact	Address	Phone No.
Connie & Colin Ness	22016 68th Ave S Kent WA 98032 United States	206- 981 - 8672
Christopher & Abigail Weichman	230 West Boone Ave Spokane, WA 99201	509- 991-6648
Jody Myers	8030 Railroad Ave SE Snoqualmie, WA 98065	425-633-4617
Chris and Abby Weichman	321 W Hastings Rd Suite 103 Spokane, WA 99218	509- 309-3195

Wisconsin

Franchisee Contact	Address	Phone No.
Kevin & Megan Fitzsimmons	3505 Commerce Court Suite B Appleton, WI 54911	920- 515-0035
Lesa Gutenkunst	675 Industrial Court, Hartland, WI 53029	262- 336-5902
Lesa Gutenkunst	N71W12976 Appleton Ave #A Menomonee Falls, WI 53051	262- 336-5902
Brent Neevel	2135 S Business Dr Sheboygan, WI 53081	920- 395-4248
Dan Berg and Dianna Marcks	2242 W. Bluemound Rd. Waukesha, WI 53186	262- 290-3108

FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT OPENED AS OF APRIL 20, 2022

State	Franchisee Contact	Address	Phone No.
Arizona	Darin Day and Marijeanee Brown-Day	20320 E Canary Way. Queen Creek, AZ 85142	316-459-4052
	Jaamal McCoy	11850 N. Antelope Meadows Drive, Prescott Valley, AZ 86315	
California	Ashely and Derek Scott	20711 Harvest Avenue Lakewood, CA 90715	562-879-2220
	Sonia Rivas and Jose Herrera	2636 S. Garth Avenue Apt #3 Los Angeles CA 90034	310-895-4480
	Nichole Baugh and Kevin Ly	25215 Dolce ct. Stevenson Ranch CA, 91381	
	Jonathan Ginsberg	91 S Ash St. Palmdale, CA 93001	661-466-7703
	Timothy Tung	112 east bay state st. Apt B Alhambra, CA 91801	408-828-8330

State	Franchisee Contact	Address	Phone No.
	Maricela Castro	90 W. Grand Blvd, #105, Corona CA 92882	951- 250-5822
Florida	Bryan Corcoran	4112 52nd St. Apt. 2L Woodside, NY 11377	
	Kendall Morris and Hayley Morris	8009 Riverwood Estates PL. Riverview FL 33569	813-591-0376
	Kendall Morris and Hayley Morris	8009 Riverwood Estates PL. Riverview FL 33569	813-591-0376
	Justin and Rebecca Walter	3835 Curry Rd: St Augustine, FL 32092	904-669-5321
	Adrienne and Joe Vallejo	12032 Sapphire Drive. Spring Hill, FL 34609	813-503-7089
Georgia	Jeff Birmingham	756 John D Reeves Road, Dawsonville, GA 30534	706-216-8672
	Aaron Hildreth	2052 Stonewater Ct., Hoschton, GA 30548	470-239-1348
	Jerry Stewart and Joey Martin	3569 Atlanta Highway Athens, Georgia 30606	706- 296-2637
	Betsy Kwiatkowski	14706 pleasant crest Ave. Fishers, Indiana 46037	314-11-3251
	Matthew Cremers	1001 Golf Estates Dr. Woodstock, Georgia 30189	404-358-7230
	Courtney Flores	115 Saddle Ridge Way Fayetteville GA 30215	678-873-1333
Indiana	Jill and David Harding	6781 Tecumseh Trl. Morgantown, IN 46160	304-06-8725
Kentucky	Stephen Long and Trisha Long	8304 Autumnwood Way, Louisville, KY 40291	502-500-4108
	Stephen Long and Trisha Long	8304 Autumnwood Way, Louisville, KY 40291	502-500-4108
Louisiana	Heather and Lamar Powell	28441 McArthur Drive, Livingston, LA 70754	225-456-3363
Massachusetts			
	Herve and Nina Medard	97 Longfellow Rd. Apt #2, Worcester, MA 01602	708-289-3969
Michigan	David Smith and Barrett Henson	13701 Balfour Ave., Oak Park, MI 48237	248- 464-5990
	Matt Wilber	12974 Boulderway Trl Grand Haven Michigan 49417 United States	231-343-7388
	Matt Wilber	12974 Boulderway Trl Grand Haven Michigan 49417 United States	231-343-7388
Minnesota	Leigh Ann and Robert Silkensen	1625 Flowers Mill Dr. NE, Grand Rapids, MI 49525	616-443-0232
New York	Dennis Stein	34 Pacific Ave. East Islip, NY 11730	631- 647-4963
	Craig Axelrod	6 Salem Court Plainview, New York 11803	516-314-1699
	John Sullivan	26 Ridgemont Dr., Hopewell Junction, NY 12533	845-803-2330
	Anthony Christoforou and Cesar Garcia	3305 90th street apt 4G, Jackson Heights, NY 11372	
Ohio	Shawn Haffner	113 Aleshire Farm Circle, Union, OH 45322	937-554-9392
	Rhonda and Joseph Salvador	7514 Youngstown Pittsburgh Road. Poland, Ohilo 44514	724-544-6044

State	Franchisee Contact	Address	Phone No.
	Uriel and Abigail Baker	8486 Tennyson Ct. West Chester, OH 45069	862-279-4257
Texas	Michael and Julie Pyle	4300 W Waco Dr Ste B2-115, Waco, TX 76710	(254) 640-6337
	Swane Strickland	1222 Livorno Dr., Rockwall, TX 75032	
	Shayla Baldridge	19550 Saddleback Rd. Amarillo TX. 79119	806-787-6000
Utah	David Smith (Wasatch XF Enterprises)	12259 S. 1565 E. Draper, Utah 84020	385- 351-5171
Virginia	Jason Woolard	2601 Frankllin Road, SW Roanoke, VA 24014	540- 685-3360
	Jodi Hartel	92-1025 Koio Drive Apt D Kapolei, HI 96707	571-451-9480

FIT BODY BOOT CAMP

LIST OF FORMER FRANCHISES

EXHIBIT D

The following franchisees had an outlet terminated, canceled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under its franchise agreement during the fiscal year ended December 31, 2021, or during the period beginning January 1, 2022, and ending March 31, 2022:

Arizona			
	Rob & Carol Carruth	6430 N Swan Road, Suite 110 Tucson, AZ 85718	520-297-8280
California			
	Enrique and Kristen Morlett	825 Kuhn Street, Suite 103 Chula Vista, CA 91914	619-781-2131
	Franco & Madeline DiAddezio	1434 N. Kraemer Blvd. Placentia, CA 92870	714-378-0400
	Franco & Madeline DiAddezio	1100 E Orangethorpe Ave #125 Anaheim, CA 92801	714-378-0400
Florida			
	Steve Valley	5917 Manatee Ave West #107 Bradenton, FL 34209	202-230-6298
Georgia			
	Derek Rackley	4296 Old Suwanee Road Suite 12 Buford, GA 30518	678-744-5532
	Hildreth Aaron	5920 Parkway North Blvd Cumming, GA 30040	470- 239 - 1348
	Bob Patrick	3590 Old Atlanta Rd #205A Suwanee, GA 30024	678- 807 - 7694
Idaho	Anna Larsen	275 Cliff St Idaho Falls ID 83402	208- 419-7428
Illinois			
	Kyle Blust	1820 W Webster, Unit 204 Chicago, IL 60614	773-401-5500
Indiana			
	Charles Livingston, Joshua Commons and Paul Commons	4227 W 96th Indianapolis, IN 46268	317-672-4859
Massachusetts			
	Len Beeloo	329 Centre Avenue Rockland, MA 02370	781-325-9096
Missouri	Nicole Becker	5445 Telegraph Road, St. Louis, MO 63129	314-722-6749
Nevada			
	Dave Olesczuk	6475 N Decatur Blvd Suite 170 Las Vegas, NV 89131	702-790-4966
	Bradley Corn	973 W Moana Ln Reno, NV 89509	775-313-1151
New York			
	Valentina and John Heary	3170 Orchard Park Rd. Orchard Park, NY 14127	716-671-5460
	Kimberly Bruno	956 Wheeler Rd, Hauppauge, NY 11788	631-209-5355
Texas			
	Les Nasche	Highland Valley Fit Body Boot Camp	469-299-9069
	Ron Dickerson, Lynn Dickerson, Leslie Nasche and Pamela Gentry	2940 Justin Rd Suite 302 Highland Village, TX 75077	469- 299-9069
Washington	Debra Thoen	9119 E Broadway Avenue, Spokane Valley	509-443-4235

FIT BODY BOOT CAMP

OPTIONAL PROGRAM ADDENDA

EXHIBIT E

EXHIBIT E-1

FIT BODY FOREVER® ADDENDUM TO THE FIT BODY BOOT CAMP, INC. FRANCHISE AGREEMENT

This Fit Body Forever® Addendum (the "Addendum") to the Fit Body Boot Camp, Inc. Franchise Agreement is made and entered into this ____ day of _____, 20__ (the "Addendum Effective Date"), by and between Fit Body Boot Camp, Inc., a California corporation ("Franchisor," "we," "us" or "our"), and _____, a[n] [individual/[STATE] corporation/[STATE] limited liability company] with an address at _____ ("Franchisee"); and (iii) _____, [each] an individual with an address at _____ ("Guarantor").

BACKGROUND

A. Franchisee and Franchisor are parties to the Fit Body Boot Camp, Inc. franchise agreement (the "Franchise Agreement") governing Franchisee's operation of the Fit Body Boot Camp franchised business located at _____(the "Franchised Business");

B. Franchisee has expressed a desire to provide the Fit Body Forever® programs and services in connection with the operation of the Franchised Business, and, at Franchisee's request, Franchisor has agreed to permit Franchisee to offer the Fit Body Forever® services in accordance with the terms of this Addendum.

C. The parties wish to amend the Franchise Agreement to authorize Franchisee to offer and provide the Fit Body Forever® programs and services pursuant to the terms and conditions set forth in this Addendum.

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises contained in this Addendum and for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Background; Definitions.**

a. The parties agree and acknowledge that the Background portion of this Addendum, including all definitions and provisions set forth therein, is hereby incorporated by reference as if fully set forth in this Section.

b. The definition of the term "Confidential Information" in the Franchise Agreement is amended to include any and all information relating to the Fit Body Forever® program and services.

c. The definition of the term "Marks" in the Franchise Agreement is amended to include "Fit Body Forever®" and the logos for the Fit Body Forever® program and services, as designated by Franchisor; provided, however, the license granted to Franchisee to use the Fit Body Forever® marks is limited to the term of this Addendum.

d. The definition of the term "Competing Business" in the Franchise Agreement is hereby amended to include services similar to those provided under the Fit Body Forever® program.

e. For purposes of this Addendum, if a capitalized term in this Addendum is not specifically defined herein, that term will be given the same definition that the term is afforded in the Franchise Agreement. The modified definitions set forth in this Addendum shall survive the termination or expiration of this Addendum.

2. **FBF Services; Term of FBF Services**.

a. Subject to the terms and conditions of this Addendum, Franchisor hereby agrees that Franchisee may provide certain services in addition to those described in the Franchise Agreement, namely, those

Fit Body Forever® programs and services in accordance with Franchisor's standards and specifications, as they may be set forth in the Manual or other written specifications issued by Franchisor, and in accordance with the terms and conditions of the Franchise Agreement (the "FBF Services") in connection with Franchisee's operation of the Franchised Business during the period commencing on the Addendum Effective Date and ending on the earlier to occur of (i) the three year anniversary of the Addendum Effective Date, or (ii) the date on which the Franchise Agreement expires or is terminated, whichever is first to occur (the "FBF Term").

b. As described in more detail in Franchisor's Manual and elsewhere, Franchisee shall offer, sell and provide the FBF Services, as designated by Franchisor, at and from the Franchised Business location only, during the FBF Term, and in strict accordance with Franchisor's designated standards and specifications. Without limiting the foregoing, Franchisee acknowledges and agrees that it shall offer and provide the FBF Services in a manner compliant with its obligations under the Franchise Agreement, Manual, Franchisor's specifications, and applicable law.

c. Franchisee shall have the right to terminate this Addendum after the date on which Franchisee attends the first FBF workshop (the "Initial FBF Workshop") provided that: (i) Franchisee notifies Franchisor of its election to terminate within 7 days after the date on which Franchisee attended or was required to attend the Initial FBF Workshop; and (ii) Franchisee is in compliance with Franchisee's obligations under this Addendum and the Franchise Agreement; and (iii) Franchisee signs Franchisor's designated form of mutual termination of the FBF Addendum and release agreement (collectively, the "Termination Conditions"). Provided that Franchisee satisfies the Termination Conditions, Franchisor agrees to refund the Buy-In Fee Franchisee paid to Franchisor pursuant to this Addendum, less $999, which Franchisor shall retain. If Franchisee does not elect to terminate this Addendum pursuant to this paragraph, Franchisee must operate the FBF program for at least twelve (12) months (the "Minimum Operating Period"). After the expiration of the Minimum Operating Period, Franchisee shall have the right to terminate this Agreement by satisfying the following conditions: (i) Franchisee must send written notification of termination to Franchisor of its election to terminate; (ii) Franchisee must be in compliance with Franchisee's obligations under this Addendum and the Franchise Agreement; (iii) Franchisee must sign Franchisor's designated form of mutual termination of the FBF Addendum and release agreement; and (iv) Franchisee must pay to Franchisor a "Buy-Out Fee" of $3,999 simultaneously with the issuance of the written notification of termination.

d. Franchisee shall use any and all programs and software designated by Franchisor in connection with the offer, sale and provision of the FBF Services.

e. Franchisee shall comply with Franchisor's standards and specifications, as they may be updated and modified, from time to time.

3. **Premises**. Notwithstanding anything contrary set forth in the Franchise Agreement, Franchisee hereby agrees to the following:

Unless Franchisor approves otherwise in writing, Franchisee will be required to provide the FBF Services from the Franchised Business location only (the "Approved Location" or the "Premises").

4. **Licenses and Permits**. Prior to offering the FBF Services, Franchisee must obtain and maintain (throughout the term of the Franchise Agreement) all required licenses, permits and approvals to offer and provide the FBF Services at the Approved Location, including, without limitation, all required licenses and permits related to the FBF Services, and landlord consents and approvals.

5. **FBF Buy-In Fee; FBF License Fee; FBF Transfer Fee.**

a. Franchisee shall pay to Franchisor a "Buy-In Fee" of $3,999 immediately upon execution of this Agreement. Notwithstanding the foregoing, if Franchisee owns and operates multiple Fit Body Boot Camp® franchised businesses, and Franchisee previously executed a Fit Body Forever Addendum and paid the $3,999 Buy-In Fee in connection with such addendum, the Buy-In Fee will be reduced to $1,999.

b. Additionally, Franchisee must pay to Franchisor an additional monthly FBF License Fee equal to $697 per month, payable on or before the 24th day of each month in the same manner that Franchisee is required to pay Royalty Fees due and payable under the Franchise Agreement. Franchisor reserves the right to require

Franchisee to pay the FBF License Fee to Franchisor's designee, and/or in a different manner and on different dates, in its sole discretion, effective on notice to Franchisee.

c. Franchisee acknowledges that Franchisor may pay referral fees and other consideration to persons and/or entities who refer candidates, including Franchisee, to incorporate the Fit Body Forever® program.

d. If Franchisee transfers the Franchised Business during the term of this Agreement, Franchisee must pay to Franchisor a transfer fee of $2,500 immediately upon closing under the transfer transaction.

6. **Reporting**. Franchisee shall provide Franchisor with all reports and information in connection with the provision of the FBF Services that Franchisee is otherwise required to provide in connection with the operation of the Franchised Business under the terms and conditions of the Franchise Agreement. Franchisee shall also provide to Franchisor any and all other reports and information, including federal and state income tax returns, required by Franchisor immediately upon Franchisee's receipt of any such request from Franchisor.

7. **Services Generally**. In addition and subject to the amendments set forth herein, during the Term of this Addendum, all references to "Fit Body Boot Camp Services and Products" in the Franchise Agreement shall include the FBF Services. Franchisee acknowledges that the addition of the FBF Services pursuant to this Addendum does not in any way limit, alter or restrict Franchisor's right to add, remove or change the Fit Body Boot Camp Services and Products designated as part of Franchisor's System via changes to the Manual or as otherwise permitted pursuant to the terms of the Franchise Agreement. Franchisee acknowledges and agrees that Franchisor may designate third party suppliers to provide support and other services in connection with Franchisee's offer, sale and/or provision of the FBF Services. Franchisee shall comply with all training and other requirements designated by Franchisor in connection with the FBF Services, which may include online training programs and in-person workshops, which Franchisee must participate in and attend at Franchisee's sole cost and expense.

8. **Fit Body Forever® Marks.** Franchisee is hereby granted a limited, non-exclusive license to use the Fit Body Forever® mark in connection with offering, selling and providing the FBF Services in accordance with the terms and conditions of this Addendum. Franchisee shall not use the Fit Body Forever® marks except in the manner expressly authorized by Franchisor in writing and for no other purpose during the term of this Addendum. Upon the termination or expiration of this Addendum, Franchisee shall : (i) immediately and permanently cease any and all use of the Fit Body Forever® marks, logos, trade dress and any and all materials used in connection with the offer, sale and/or provision of the FBF Services; (ii) immediately return to Franchisor any and all Confidential Information relating to the FBF Services; (iii) cease and desist from offering, selling or providing the FBF Services.

9. **Release by Franchisee**. Franchisee, for themselves and all persons and entities claiming by, through, or under them, hereby release, acquit and forever discharge Franchisor and its present and former officers, employees, shareholders, directors, agents, servants, representatives, parents, affiliates, subsidiaries, franchisees, successors, and assigns (the "Franchisor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which they, by themselves, on behalf of, or in conjunction with any other person, persons, partnership or corporation, has, had or claims to have against the Franchisor Releasees as of the date of this Agreement, including those arising out of or related to the offer or sale of the Franchised Business or Franchise Agreement or the operation of the Franchised Business, as well as the parties' rights or obligations under the Franchise Agreement and any other agreement with the Franchisor Releasees. Franchisee represents and warrants that it has not assigned any of the claims released by this Agreement. Franchisee further represents and warrants that it will not initiate, or assist or cooperate with any third party in connection with, an action or other proceeding against any Franchisor Releasee in connection with the claims released in this Section.

10. **Construction of Language.** The language of this Addendum will be construed according to its fair meaning, and not strictly for or against either party. The parties have had a reasonable opportunity to review this Addendum. In the event of an ambiguity or if a question of intent or interpretation arises, this Addendum shall be construed as if drafted jointly by all of the parties, and no presumptions or burdens of proof shall arise in favor of any party by virtue of the authorship of any of the provisions of this Addendum. Headings are for reference purposes and do not control interpretation.

11. **Multiple Copies or Counterparts of Agreement**. The original and one or more copies of this Addendum may be executed by one or more of the parties hereto. In such event, all of such executed copies shall have the same force and effect as the executed original and all of such counterparts taken together shall have the effect of a fully executed original.

12. **Entire Agreement.** The Franchise Agreement and this Addendum constitute the entire, full, and complete agreement between the parties with respect to the subject matter contained herein and supersede any and all prior agreements. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, the terms of this Addendum shall control. Except as amended by this Addendum, all the other terms and conditions of the Franchise Agreement are hereby ratified and confirmed, including the provisions related to governing law, attorneys' fees and costs, venue and dispute resolution, all of which will also apply to any claims, causes of action or disputes arising out of or related to this Addendum.

The next page is the signature page.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Addendum on the date first written above.

FRANCHISOR
Fit Body Boot Camp, Inc.

By: _____
Name: _____
Title:_____

FRANCHISEE
[NAME]

By: _____
Name: _____
Title: _____

GUARANTORS
[NAME]

_____
[NAME], Individually

GUARANTORS
[NAME]

_____
[NAME], Individually

EXHIBIT E-2

FIT BODY BOOT CAMP MASTERMIND COACHING ADDENDUM TO THE FIT BODY BOOT CAMP, INC. FRANCHISE AGREEMENT

This Fit Body Boot Camp Mastermind Coaching Services Addendum (the "Addendum") to the Fit Body Boot Camp, Inc. Franchise Agreement is made and entered into this ____ day of _____, 20__ (the "Addendum Effective Date"), by and between Fit Body Boot Camp, Inc., a California corporation ("Franchisor," "we," "us" or "our"), and _____, a[n] [individual/[STATE] corporation/[STATE] limited liability company] with an address at _____ ("Franchisee"); and _____, [each] an individual with an address at _____ ("Guarantor").

BACKGROUND

A. Franchisee and Franchisor are parties to the Fit Body Boot Camp, Inc. franchise agreement (the "Franchise Agreement") governing Franchisee's operation of the Fit Body Boot Camp franchised business located at _____(the "Franchised Business");

B. Franchisee has expressed a desire to participate in the Fit Body Boot Camp® Mastermind coaching program offered by Franchisor or its designee (the "FMM Program");

C. The parties wish to amend the Franchise Agreement to authorize Franchisee to participate in the FMM Program pursuant to the terms and conditions set forth in this Addendum.

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises contained in this Addendum and for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Background; Definitions.**

a. The parties agree and acknowledge that the Background portion of this Addendum, including all definitions and provisions set forth therein, is hereby incorporated by reference as if fully set forth in this Section.

b. The definition of the term "Confidential Information" in the Franchise Agreement is amended to include any and all information disclosed to Franchisee relating to the FMM Program.

c. The definition of the term "Competing Business" in the Franchise Agreement is hereby amended to include any business engaged in offering, selling or providing business coaching services.

d. For purposes of this Addendum, if a capitalized term in this Addendum is not specifically defined herein, that term will be given the same definition that the term is afforded in the Franchise Agreement. The modified definitions set forth in this Addendum shall survive the termination or expiration of this Addendum.

2. **FMM Program; Term**.

a. Franchisee is hereby granted the right to participate in the FMM Program during the period commencing on the Addendum Effective Date and ending on the date that is the earlier to occur of: (a) the date the Franchise Agreement expires or is terminated (whichever occurs first); (b) thirty days following the date on which Franchisee provides written notice to Franchisor of Franchisee's election to terminate its participation in the FMM Program; or (c) thirty days following the date on which Franchisor provides written notice to Franchisee of Franchisor's election to terminate the FMM Program (the "FMM Term").

b. Franchisor or its designee shall provide Fit Body Boot Camp® Mastermind coaching services to Franchisee during the FMM Term, which program may include Franchisee's right to participate in a minimum of

three in-person meetings each year and weekly or bi-weekly online or telephone sessions (as designated by Franchisor) and the services set forth on Attachment 1 to this Addendum.

3. **Fit Body Boot Camp Mastermind Coaching Fee.** Franchisee shall pay to Franchisor or its designee a monthly Fit Body Boot Camp Mastermind Coaching fee of $997 (the "FMM Fee") due and payable to Franchisor on or before the 21st day of each month in the same manner that Franchisee is required to pay Royalty Fees due and payable under the Franchise Agreement. Franchisor reserves the right to require Franchisee to pay the FMM Fee to Franchisor's designee, and/or in a different manner and on different dates, in its sole discretion, effective on notice to Franchisee.

4. **Third Party Suppliers**. Franchisee acknowledges and agrees that Franchisor may designate third party suppliers to provide services in connection with Franchisee's participation in the FMM Program and that Franchisor may pay referral fees and other consideration to persons and/or entities who refer candidates, including Franchisee to participate in the FMM Program.

5. **Release by Franchisee**. Franchisee, for themselves and all persons and entities claiming by, through, or under them, hereby release, acquit and forever discharge Franchisor and its present and former officers, employees, shareholders, directors, agents, servants, representatives, parents, affiliates, subsidiaries, franchisees, successors, and assigns (the "Franchisor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which they, by themselves, on behalf of, or in conjunction with any other person, persons, partnership or corporation, has, had or claims to have against the Franchisor Releasees as of the date of this Agreement, including those arising out of or related to the offer or sale of the Franchised Business or Franchise Agreement or the operation of the Franchised Business, as well as the parties' rights or obligations under the Franchise Agreement and any other agreement with the Franchisor Releasees. Franchisee represents and warrants that it has not assigned any of the claims released by this Agreement. Franchisee further represents and warrants that it will not initiate, or assist or cooperate with any third party in connection with, an action or other proceeding against any Franchisor Releasee in connection with the claims released in this Section.

6. **Construction of Language.** The language of this Addendum will be construed according to its fair meaning, and not strictly for or against either party. The parties have had a reasonable opportunity to review this Addendum. In the event of an ambiguity or if a question of intent or interpretation arises, this Addendum shall be construed as if drafted jointly by all of the parties, and no presumptions or burdens of proof shall arise in favor of any party by virtue of the authorship of any of the provisions of this Addendum. Headings are for reference purposes and do not control interpretation.

7. **Multiple Copies or Counterparts of Agreement**. The original and one or more copies of this Addendum may be executed by one or more of the parties hereto. In such event, all of such executed copies shall have the same force and effect as the executed original and all of such counterparts taken together shall have the effect of a fully executed original.

8. **Entire Agreement.** The Franchise Agreement and this Addendum constitute the entire, full, and complete agreement between the parties with respect to the subject matter contained herein and supersede any and all prior agreements. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, the terms of this Addendum shall control. Except as amended by this Addendum, all the other terms and conditions of the Franchise Agreement are hereby ratified and confirmed, including the provisions related to governing law, attorneys' fees and costs, venue and dispute resolution, all of which will also apply to any claims, causes of action or disputes arising out of or related to this Addendum.

The next page is the signature page.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Addendum on the date first written above.

FRANCHISOR
Fit Body Boot Camp, Inc.

By: _____
Name: _____
Title:_____

FRANCHISEE
[NAME]

By: _____
Name: _____
Title: _____

GUARANTORS
[NAME]

_____
[NAME], Individually

GUARANTORS
[NAME]

_____
[NAME], Individually

FIT BODY BOOT CAMP

STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT F

STATE FRANCHISE ADMINISTRATORS

We intend to register this disclosure document as a franchise in some of or all the following states, in accordance with applicable state law. The following are the state administrators responsible for the review, registration and oversight of franchises in these states:

California:
Commissioner of the Department
of Financial Protection and
Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(916) 445-7206

Hawaii:
Commissioner of Securities,
Dept. of Commerce and Consumer
Affairs, Business Registration Div.,
Securities Compliance Branch
335 Merchant St., Rm. 203
Honolulu, HI 96813-2921
(808) 586-2722

Illinois:
Office of the Attorney General
Franchise Division
500 S. 2nd St.
Springfield, IL 62701-1771
(217) 782-4465

Indiana:
Indiana Securities Division
Franchise Section
302 W. Washington St., Rm. E111
Indianapolis, IN 46204-2738
(317) 232-6681

Maryland:
Office of the Attorney General
Division of Securities
200 Saint Paul Pl.
Baltimore, MD 21202-2020
(410) 576-6360

Michigan:
Michigan Attorney General
Consumer Protection Division
PO Box 30213
Lansing, MI 48909-7713
(517) 373-7117

Minnesota:
Commissioner of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101-3165
(651) 539-1600

New York:
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8285

North Dakota:
Securities Department
600 E. Boulevard Ave., 5th. Flr.
Bismarck, ND 58505-0510
(701) 328-4712

Rhode Island:
Dept. of Business Regulations
Division of Securities
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920-4407
(401) 462-9527

South Dakota:
Division of Securities
Securities Regulation
124. S. Euclid Ave., Ste. 104
Pierre, SD 57501-3168
(605) 773-3563

Virginia:
State Corporation Commission
Div. of Securities & Retail Franchising
1300 E. Main St., 9th Flr.
Richmond, VA 23219-3630
(804) 371-9051

Washington:
Dept. of Financial Institutions
Securities Division
150 Israel Rd. SW
Tumwater, WA 98501-6456
(360) 902-8760

Wisconsin:
Securities Division
201 W. Washington Ave., Ste. 300
Madison, WI 53703-2640
(608) 266-8557

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a franchise in some of or all the following states, in accordance with applicable state law. If we register the franchise (or otherwise comply with the franchise investment laws) in any of these states, we will designate the following state offices or officials as our agents for service of process in those states:

California:
California Commissioner of the
Department of
Financial Protection and
Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(916) 445-7206

Hawaii:
Hawaii Commissioner of Securities,
Dept. of Commerce and Consumer
Affairs, Business Registration Div.
335 Merchant St., Rm. 205
Honolulu, HI 96813
(808) 586-2744

Illinois:
Illinois Attorney General
500 S. 2nd St.
Springfield, IL 62701
(217) 782-4465

Indiana:
Indiana Secretary of State
200 W. Washington St., Rm. 201
Indianapolis, IN 46204
(317) 232-6681

Maryland:
Maryland Securities Commissioner
200 Saint Paul Pl.
Baltimore, MD 21202
(410) 576-6360

Michigan:
Michigan Corporation & Securities Bureau
Department of Commerce
6546 Mercantile Way
Lansing, MI 48911
(517) 373-7117

Minnesota:
Minnesota Commissioner of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101
(651) 539-1600

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

North Dakota:
North Dakota Securities Commissioner
600 E. Boulevard Ave., 5th. Flr.
Bismarck, ND 58505
(701) 328-4712

Rhode Island:
Director, Rhode Island Department of
Business Regulations
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota:
Division of Insurance
Securities Regulation
124. S. Euclid Ave., Ste. 104
Pierre, SD 57501-3168
(605) 773-3563

Virginia:
Clerk, Virginia State Corporation Commission
1300 E. Main St., 1st Flr.
Richmond, VA 23219
(804) 371-9733

Washington:
Dept. of Financial Institutions
Securities Division – 3rd Flr.
150 Israel Rd. SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin:
Administrator, Wisconsin
Division of Securities
201 W. Washington Ave.
Madison, WI 53703
(608) 261-9555

FIT BODY BOOT CAMP

PRE-CLOSING QUESTIONNAIRE

EXHIBIT G

PRE-CLOSING QUESTIONNAIRE

Fit Body Boot Camp, Inc. and you are signing a Franchise Agreement under the terms of which you will operate a Fit Body Boot Camp franchise outlet. The purposes of this Pre-Closing Questionnaire are (i) to verify compliance with franchise disclosure legal requirements and (ii) to determine whether any statements or promises were made to you that we did not authorize or that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question. The answers you provide in this Questionnaire are material to Franchisor and Franchisor is relying on all such answers in agreeing to enter into a franchise relationship with you. *This Pre-Closing Questionnaire must be completed, signed and dated on the same day you sign your initial Fit Body Boot Camp Franchise Agreement.*
[To be completed by Franchisee and all Owners before signing Franchise Agreement]

1. Have you received and personally reviewed the entire Fit Body Boot Camp® Franchise Disclosure Document, including all exhibits?

Yes___ No____

2. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes___ No____

3. Have you received and personally reviewed the Fit Body Boot Camp Franchise Agreement and all accompanying Exhibits?

Yes___ No____

4. Has any employee or other person speaking on behalf of Franchisor made any statement, representation or promise concerning the revenue, profits or operating costs of a Fit Body Boot Camp business operated by Franchisor or any of its affiliates, other than the financial performance information expressly disclosed in Item 19 of the FDD?

Yes___ No____

5. Has any employee or other person speaking on behalf of Franchisor made any statement, representation or promise concerning the revenue, profits or operating costs of a Fit Body Boot Camp business operated by a franchisee, other than the financial performance information expressly disclosed in Item 19 of the FDD?

Yes___ No____

6. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning a Fit Body Boot Camp business that is contrary to, different from, or in addition to, the information contained in the Disclosure Document?

Yes___ No____

7. Has any employee or other person speaking on behalf of Franchisor made any statement or promise regarding the amount of money you may earn or revenue you may derive in operating a Fit Body Boot Camp business?

Yes___ No____

8. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning that amount of revenue a Fit Body Boot Camp business will generate?

Yes___ No____

9. Has any employee or other person speaking on behalf of Franchisor made any statement or promise

regarding the costs you may incur in operating a Fit Body Boot Camp business that is contrary to, or different from, the information contained in the Disclosure Document?

Yes___ No____

10. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Fit Body Boot Camp franchised business?

Yes___ No____

11. Has any employee or other person speaking on behalf of Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?

Yes___ No____

12. Do you understand that Franchisor's approval of a location for a Fit Body Boot Camp business does not constitute an assurance, representation or warranty of any kind as to the successful operation or profitability of a Fit Body Boot Camp business at the location?

Yes___ No____

13. Do you understand that the approval of Franchisor of a financing plan for operation of a Fit Body Boot Camp business does not constitute any assurance that such financing plan is favorable, or not unduly burdensome, or that a Fit Body Boot Camp business will be successful if the financing plan is implemented?

Yes___ No____

14. Do you understand that in all dealings with you, the officers, directors, employees and agents of Franchisor act only in a representative capacity and not in an individual capacity and such dealings are solely between you and Franchisor?

Yes_____ No____

15. Do you understand that you must read the entire Franchise Agreement before signing, and that reading through the entire contract and understanding your obligations under the contract are of utmost importance to Franchisor and an important foundation of the Franchisor / Franchisee relationship?

Yes___ No____

If you have answered "Yes" to any of questions 4 through 11, please provide a full explanation by attaching an additional page. You understand that your answers are important to us and that we will rely on them.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. However, the representations contained herein are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

PROSPECTIVE FRANCHISEE/APPLICANT:

By:_____
Print Name:_____
Date:_____

By:_____
Print Name:_____
Date:_____

FIT BODY BOOT CAMP

STATE SPECIFIC ADDENDA

EXHIBIT H

APPENDIX FOR CALIFORNIA FRANCHISEES

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

2. OUR WEBSITE, www.fitbodybootcamp.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dbo.ca.gov

3. California Business and Professions Code sections 20000 through 20043 (the "Act") provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.

4. Section 31125 of the California Corporations Code requires the franchisor to give you a disclosure document, in a form and containing information that the Commissioner of the Department of Financial Protection and Innovation may by rule or order require, before solicitation of a proposed material modification of an existing franchise.

5. The Franchise Agreement requires binding arbitration. The arbitration will occur in Orange County, California with the costs being borne equally by both parties but reimbursable to the prevailing party. Franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281 and the Federal Arbitration Act) to any provision of a franchise agreement that restricts venue to a forum outside of California.

6. 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.*)

7. The highest applicable interest rate in the State of California is 10%.

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

9. The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (Corporations Code §§31000-31516). Business and Professions Code section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000-20043).

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

11. The agreements contain a liquidated damage clause, under Civil Code, Section 1671, certain liquidated damage clauses are enforceable.

12. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION . ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

13. Neither the franchisor, nor any person or franchise broker listed in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934 (15 U.S.C.A. §78A *et seq*.), suspending or expelling these persons from membership in such association or exchange.

Notwithstanding anything contained in the Franchise Agreement or Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and you commence operations. Once we complete our pre-opening obligations and you commence operation, you must

immediately pay us all initial fees we deferred.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effective shall be deemed made only upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

DATED:_____

FRANCHISOR: _____
(Signature)

DATED:_____

FRANCHISEE: _____
(Signature)

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

Notwithstanding anything contained in the Franchise Agreement or Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your first Franchised Business is open. Once we complete this obligation and you are open, you must immediately pay us all initial fees we deferred.

ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
FOR ILLINOIS FRANCHISEES

This addendum makes the following specific disclosures and amendments to the Franchise Disclosure Document, and Franchise Agreement:

1. Notwithstanding anything contained in the Franchise Agreement or Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your first Franchised Business is open. Once we complete this obligation and you are open, you must immediately pay us all initial fees we deferred.
2. Your rights upon termination and non-renewal of a Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
3. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
4. Except for the Federal Arbitration Act that applies to arbitration, Illinois Law governs the agreements between the parties to this franchise.
5. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

DATED:_____

FRANCHISOR: _____
(Signature)

DATED:_____

FRANCHISEE: _____
(Signature)

FIT BODY BOOT CAMP
APPENDIX FOR INDIANA FRANCHISES

The Indiana Securities Division requires the following specific disclosures to be made to prospective Indiana franchisees:

1. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, please note that you do not have to sign any general release to renew or assign your franchise.

2. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, any arbitration or litigation arising under the Franchise Agreement shall take place in Indiana or other place mutually agreed by you and FBBC. Under Indiana law, no litigation brought for breach of the Franchise Agreement may be limited in any manner whatsoever.

3. If there are any differences between California law and Indiana law regarding the franchise relationship, termination or renewal, franchise registration or franchise disclosure, the law of Indiana shall apply.

4. The rights of parties to punitive or exemplary damages in court proceedings in Indiana are not waived.

5. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, no action may be brought for a violation of the Indiana Deceptive Franchise Practices Act (Indiana Code 23-2-2.7) more than 2 years after the violation and no action may be brought to enforce any liability created under the Indiana Franchise Law (Indiana Code 23-2-2.5) more than 3 years after discovery by the plaintiff of the facts constituting the violation.

6. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, Franchisor may not require a franchisee to covenant not to compete with Franchisor in an area greater than the exclusive area granted by the Franchise Agreement, or in the absence of such provision, an area of reasonable size, upon termination or failure to renew the franchise.

DATED:_____

FRANCHISOR:
FIT BODY BOOT CAMP, INC.

_____
(Signature)

DATED:_____

FRANCHISEE:

_____
(Signature)

APPENDIX TO FRANCHISE DISCLOSURE DOCUMENT
FOR MARYLAND FRANCHISEES

The Maryland Division of Securities requires the following specific disclosures to be made to prospective Maryland franchisees, and the amendments to the (i) Franchise Disclosure Document, and (ii) Franchise Agreement that have been agreed to by the parties:

1. Notwithstanding anything contained in the Franchise Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement. Once we complete these obligations, you must immediately pay us all initial fees we deferred.

2. Termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C Section 101 *et seq*.).

3. 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.

4. Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Regulation and Disclosure Law.

5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. All representations of requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO FRANCHISE AGREEMENT
FOR MARYLAND FRANCHISEES

The Franchise Agreement is amended as follows:

1. Notwithstanding anything contained in the Franchise Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement. Once we complete these obligations, you must immediately pay us all initial fees we deferred.

2. Section 14.2(b) of the Franchise Agreement is amended to provide that a franchisee may sue in Maryland for claims arising under the Maryland Franchise Regulation and Disclosure Law. Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

3. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

Date:_____ Date: _____

Franchisor:
By:_____
Print Name:_____
Title:_____

Franchisee:
By:_____
Print Name:_____
Title:_____

FIT BODY BOOT CAMP
APPENDIX FOR MINNESOTA FRANCHISEES

The Minnesota Department of Commerce requires the following specific disclosures to be made to prospective Minnesota franchisees:

1. With respect to Item 17(b) of the Disclosure Document and Section 3.4 of the Franchise Agreement, please note that if you do not elect to extend your Franchise for an additional term, you will be given an opportunity to operate your Franchise over a sufficient period of time to enable you to recover the fair market value of the Franchise as a going concern, as determined and measured from the date of the failure to renew. FBBC will not refuse to renew a Franchise for the purpose of converting your business premises to an operation that will be owned by FBBC for our own account.

2. Notwithstanding Item 17(d) of the Disclosure Document and Section 13 of the Franchise Agreement, Minnesota Statutes Section 80C.14, Subdivision 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement. To the extent the notice provisions of this Agreement are inconsistent with the foregoing, the aforesaid Minnesota statute will govern. Notwithstanding the immediately preceding paragraph, notice of termination or cancellation of the Franchise shall be effective immediately upon receipt where the alleged grounds for termination or cancellation are:

(i) voluntary abandonment of the Franchise relationship by you;
(ii) your conviction of an offense directly related to the business conducted pursuant to the Franchise; or
(iii) failure to cure a default under the Franchise Agreement which materially impairs a goodwill associated with FBBC's trade name, trademark, service mark, logo type or other commercial symbol after you have received written notice to cure at least 24 hours in advance.

3. Minnesota Rule 2860.4400D prohibits FBBC from requiring you to assent to a general release.

4. Notwithstanding the provisions of Item 17u of the Disclosure Document and Section 16 of the Franchise Agreement, Minnesota Rule 2860.4400J prohibits waiver of a jury trial.

5. Under Minnesota Rule 2860.4400J, (i) the franchisor cannot require you to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this rule does not bar an exclusive arbitration clause and (ii) only a court may determine if a bond is required. Also, the franchisee cannot be required to consent in advance to the franchisor obtaining injunctive relief. However, the franchisor may seek injunctive relief.

6. Throughout the Disclosure Document, wherever consent is required, it shall not be unreasonably withheld within the meaning of Minnesota Statutes section 80C.14, part 2860.4400J.

7. Minnesota Statutes section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

8. Notwithstanding Item 13 of the Disclosure Document and Section 14 of the Franchise

Agreement, FBBC will defend you at our cost and expense against liability or claims in connection with your authorized use of our Name or Marks. You will not be responsible for the costs of any litigation to protect or defend the Name or Marks unless your unauthorized use of the Name or Marks caused it.

Minnesota considers it unfair to not protect your right to use FBBC's trademarks pursuant to Minn. Stat. Sec. 80C.12, Subd. 1(g).

9. Minnesota Statutes Section 80C.17, Subdivision 5 limits claims against FBBC to 3 years.
To the extent necessary our signatures below amend the Franchise Agreement between FBBC and you in accordance with the above sections 1 through 9.

10. Notwithstanding anything contained in the Franchise Agreement or Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and you commence operations. Once we complete our pre-opening obligations and you commence operation, you must immediately pay us all initial fees we deferred.

DATED:_____

FRANCHISOR:
FIT BODY BOOT CAMP, INC.

_____
(Signature)

DATED:_____

FRANCHISEE:

_____
(Signature)

FIT BODY BOOT CAMP
ADDENDA FOR NEW YORK FRANCHISEES

1. The following information is added to the cover page of the Franchise Disclosure Document:

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3: Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

   A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

   B. No such party has 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.

   C. No such party 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.

   D. No such party 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 department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4: Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or 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 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

   The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

   You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

   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 Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

APPENDIX FOR NORTH DAKOTA FRANCHISEES

The North Dakota Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota Franchisees:

1. Restrictive Covenants: A franchise disclosure document that discloses the existence of covenants restricting competition contrary to North Dakota Century Code ("NDCC") Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: A franchise agreement providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: A franchise agreement that specifies it is to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: A franchise agreement that requires the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: A franchise agreement that requires the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: A franchise agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

11. Payment of the Initial Fees will be deferred until Franchisor has met its pre-opening obligations to franchisee, and franchisee has commenced doing business. The North Dakota Securities Commissioner's office imposed this deferral requirement due to the Franchisor's financial condition.

ADDENDUM
FOR RHODE ISLAND FRANCHISEES

The following provisions constitute an amendment to the Franchise Agreement. This amendment is hereby incorporated into and made a part of the Franchise Agreement to the extent the following paragraphs amend the respective sections of the Franchise Agreement as set forth below:

1. Notwithstanding Section 14 of the Franchise Agreement, and Item 17 of the Disclosure Document, any litigation or arbitration arising under the Franchise Agreement shall take place in Rhode Island or other place mutually agreed to by Franchisee or Franchisor.

2. Notwithstanding Section 16.13 of the Franchise Agreement, and Item 17 of the Disclosure Document, and to the extent required by Section 19-28.1-14 of the Rhode Island Franchise Investment Act, the laws of the State of Rhode Island shall govern the Franchise Agreement. Section 19-28.1-14 of the Rhode Island General Laws provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

DATED:_____

FRANCHISOR:
FIT BODY BOOT CAMP, INC.

_____
(Signature)

DATED:_____

FRANCHISEE:

_____
(Signature)

APPENDIX FOR SOUTH DAKOTA FRANCHISEES

The South Dakota Securities Commissioner has held the following to be unfair, unjust or inequitable to South Dakota Franchisees:

1. Restrictive Covenants: A franchise disclosure document that discloses the existence of covenants restricting competition contrary to South Dakota Codified Laws, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: A franchise agreement providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring South Dakota franchisees to consent to the jurisdiction of courts outside of South Dakota.

4. Liquidated Damages and Termination Penalties: Requiring South Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: A franchise agreement that specifies it is to be governed by the laws of a state other than South Dakota.

6. Waiver of Trial by Jury: Requiring South Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring South Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: A franchise agreement that requires the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: A franchise agreement that requires the franchisee to consent to a limitation of claims. The statute of limitations under South Dakota law applies.

10. Enforcement of Agreement: A franchise agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

APPENDIX FOR VIRGINIA FRANCHISEES

The Division of Securities and Retail Franchising of Virginia requires the following specific disclosures to be made to prospective Virginia franchisees.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

In recognition of the restriction contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Fit Body Boot Camp, Inc., for use in the Commonwealth of Virginia shall be amended as follows:

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.

DATED:_____

FRANCHISOR:
FIT BODY BOOT CAMP, INC.

_____
(Signature)

DATED:_____

FRANCHISEE:

_____
(Signature)

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Please be advised that we have entered into an assurance of discontinuance with the Washington Attorney General's Office regarding no-poach provisions in our franchise agreement.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

Notwithstanding anything contained in the Franchise Agreement or Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your first Franchised Business is open. Once we

complete this obligation and you are open, you must immediately pay us all initial fees we deferred.

The undersigned does hereby acknowledge receipt of this addendum.

DATED:_____

FRANCHISOR:
FIT BODY BOOT CAMP, INC.

_____
(Signature)

DATED:_____

FRANCHISEE:

_____
(Signature)

APPENDIX FOR WISCONSIN FRANCHISEES

The Wisconsin Franchise Investment Division requires the following specific disclosures to be made to prospective Wisconsin franchisees:

1. Notwithstanding Item 17c and Item 17f of this Disclosure Document, the Wisconsin Fair Dealership Law prohibits the termination, cancellation, nonrenewal or substantial change of the competitive circumstances of the franchise without good cause. Fit Body Boot Camp, Inc. must give you 90 days written notice of termination, cancellation, nonrenewal or substantial change of the competitive circumstances of the franchise. You have 60 days in which to cure the deficiency. The Wisconsin Fair Dealership Law supersedes any provisions contained in the franchise agreement that are not consistent with this law.

2. Notwithstanding Item 17v and Item 17w of this Disclosure Document, Wisconsin Statutes, specifically the Wisconsin Fair Dealership Law, Chapter 135, supersedes any provisions of the Franchise Agreement, if such provisions are in conflict with that law.

FIT BODY BOOT CAMP

STATE EFFECTIVE DATES

EXHIBIT I

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin.

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

State	Effective Date
California	Pending
Florida	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Kentucky	Effective
Maryland	Pending
Michigan	Pending
Minnesota	Pending
Nebraska	Effective
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Texas	Effective
Utah	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

FIT BODY BOOT CAMP

RECEIPTS

EXHIBIT J

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Fit Body Boot Camp, Inc. 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.

If Fit Body Boot Camp, Inc. 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 Office of the Maryland Attorney General, 200 Saint Paul Place, Baltimore, Maryland 21202.

We have no franchise brokers. The name, address and telephone number of the franchise seller for this offering is:

☐ Brittany Carter, 5867 Pine Avenue, Chino Hills, California 91709, (888) 638-3222;
☐ Trevor Harris, 5867 Pine Avenue, Chino Hills, California 91709, (888) 638-3222; and/or
☐ Max Philips, 5867 Pine Avenue, Chino Hills, California 91709, (888) 638-3222; and/or
☐ _____.

Date of Issuance: April 20, 2022
Fit Body Boot Camp, Inc. authorizes the person identified in Item 1 to receive service of process for it in your state. I received a disclosure document dated April 20, 2022 that included the following Exhibits:

"A"	Franchise Agreement
"B"	Financial Statements
"C"	List of Franchise Outlets
"D"	List of Former Franchises
"E"	Optional Program Addenda
"F"	State Franchise Administrators and Agents for Service of Process
"G"	Pre-Closing Questionnaire
"H"	Existing Franchisee Addendum
"I"	State Specific Addenda
"J"	State Effective Dates
"K"	Receipts

DATED: _____
(Do not leave blank)

If a business entity:

_____
(Name of Business Entity)

_____
(Signature of Primary Contact Owner)

_____
(Print Name and Title)

If an individual:

_____
(Signature of Prospective Franchisee)

_____
(Print Name)

Please date and sign this page, and then keep it for your records

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Fit Body Boot Camp, Inc. 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.

If Fit Body Boot Camp, Inc. 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 Office of the Maryland Attorney General, 200 Saint Paul Place, Baltimore, Maryland 21202.

We have no franchise brokers. The name, address and telephone number of the franchise seller for this offering is:

☐ Brittany Carter, 5867 Pine Avenue, Chino Hills, California 91709, (888) 638-3222;
☐ Trevor Harris, 5867 Pine Avenue, Chino Hills, California 91709, (888) 638-3222;
☐ Max Philips, 5867 Pine Avenue, Chino Hills, California 91709, (888) 638-3222; and/or
☐ _____.

Date of Issuance: April 20, 2022

Fit Body Boot Camp, Inc. authorizes the person identified in Item 1 to receive service of process for it in your state. I received a disclosure document dated April 20, 2022 that included the following Exhibits:

"A"	Franchise Agreement
"B"	Financial Statements
"C"	List of Franchise Outlets
"D"	List of Former Franchises
"E"	Optional Program Addenda
"F"	State Franchise Administrators and Agents for Service of Process
"G"	Pre-Closing Questionnaire
"H"	State Specific Addenda
"I"	State Effective Dates
"J"	Receipts

DATED: _____
(Do not leave blank)

If a business entity:

_____
(Name of Business Entity)

_____
(Signature of Primary Contact Owner)

_____
(Print Name and Title)

If an individual:

_____
(Signature of Prospective Franchisee)

_____
(Print Name)

Please date and sign this page, and then return it either by mail to Fit Body Boot Camp, Inc., 5867 Pine Ave., Chino Hills, CA 91709, or by e-mail to saleshq@fitbodybootcamp.com.