FRANCHISE DISCLOSURE DOCUMENT

KickHouse Fitness, LLC
a Delaware limited liability company
931 Lexington Dr.
Rockwall, Texas 75087
Telephone: 703-568-2129
Email: info@theKickHouse.com
Home page: theKickHouse.com

The franchisee will operate a boutique KickHouse™ fitness studio offering classes in a specially designed kickboxing format.

The total investment necessary to begin operation of KickHouse franchised studio is $248,000 to $495,000 (or $104,500 to $223,000 if you have been approved to convert an existing fitness studio into a KickHouse™ Studio). This includes $50,000 ($25,000 if you have been approved to convert an existing fitness studio into a KickHouse™ Studio) that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all 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 or grant. **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 forms, contact Jessica Yarmey, CEO, KickHouse Fitness, LLC at 931 Lexington Dr. Rockwall, Texas 75087 or (703) 568-2129.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "Buying a Franchise: A Consumer Guide," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 29, ~~2021, as amended May 25, 2021~~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:

A.

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 direction. 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 includes 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 KickHouse 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 franchisor 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 KickHouse 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 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 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 E.

Your state also may 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:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.
2. **Spousal Liability.** We may require your spouse to sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement, even though 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.
~~3. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.~~
~~4.~~3. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
~~5.~~4. **Supplier Control**. You must purchase all or nearly all of the inventory & supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers that Franchisor designates at prices that the Franchisor or they 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 franchised business.
~~6.~~5. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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.

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EXHIBITS

A	Franchise Agreement	F	Pre-Closing Questionnaire
B	Financial Statements	G	Table of Contents of Operations Manual
C	List of Franchisees	H	Form of General Release
D	List of Former Franchisees	I	State Specific Addenda
E	State Administrators/Designation of Agent for Service of Process	J	State Effective Dates
		K	Receipts

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify language in this Disclosure Document, we will refer to KickHouse Fitness, LLC, as "**we**," "**us**," "**our**," "**Franchisor**", "**KickHouse,**" or "**KickHouse Fitness**," and to the franchisee as "**you**." If you are a corporation, partnership or other entity, the word "**you**" may also include owners or partners of the franchisee.

Franchisor

The franchisor is KickHouse Fitness, LLC, a Delaware limited liability company, formed on July 14, 2020. Our principal business address is 931 Lexington Dr. Rockwall, Texas 75087.

We currently only offer franchises under the trademark "**KICKHOUSE"** and do not offer franchises in any other line of business. We first began offering franchise opportunities in October of 2020 under the mark KickHouse**™.** Our affiliate, KickHouse Fitness Licensing LLC, began offering license opportunities in August of 2020 and currently ~~have thirty-three~~has two licensees operating under the mark KickHouse™. We do business as KickHouse Fitness, LLC and "KickHouse™". We are not engaged in any other type of business and do not conduct business under any other name. We do not operate a business similar to KickHouse™ businesses that we offer for franchise. Our agents for service of process are set forth on **Exhibit E**.

Parents, Predecessors and Affiliates

Parents

KickHouse Fitness is owned by an investment vehicle managed by Camac Partners, LLC (90%), whose principal business address is 350 Park Avenue, 13th Floor, New York, New York 10022 and Jessica Yarmey (10%), who shares KickHouse's principal business address at 931 Lexington Dr. Rockwall, Texas 75087.

Affiliates

Prior to us offering franchises, our affiliate, KickHouse Fitness Licensing, LLC offered license opportunities to operate studios under the mark KickHouse™. KickHouse Fitness Licensing, LLC is a Delaware limited liability company that was formed on August 24, 2020. KickHouse Licensing shares a principal address with us at 931 Lexington Dr. Rockwall, Texas 75087. KickHouse Licensing no longer offers licensing opportunities, nor does it offer franchises in any line of business or offer, sell or provide products or services to our franchisees.

Except as disclosed above, we do not have any (a) parent companies, (b) predecessors or (c) affiliates that offer franchises in any line of business, or affiliates that offer, sell or provide products or services to our franchisees.

The Franchise Offered

We offer and grant franchises for the operation of boxing studios providing modern kickboxing programming in a specially designed format under the mark **KickHouse™** (each a "Studio"). Our business model is based on offering kickboxing-based exercise/fitness training programs together with nutrition, motivational coaching, and related services to members for monthly memberships, program packages as well as a la carte classes. The concept is all about training to be resilient and

reaching individual potential. A Studio offers daily group classes and individual training sessions. It is your obligation to ensure compliance with all applicable laws, rules and regulations in connection with the operation of your KickHouse™ Studio.

Market Competition

Your Studio will compete with other health and fitness facilities offering exercise/fitness training programs and related services to members. Your Studio will have to compete with other businesses, including franchised operations, national chains and independently owned companies offering exercise, health and wellness, and fitness facilities and training to members. A Studio will have to compete with other businesses offering fitness equipment, spa facilities, personal training, nutritional counseling, vitamin/supplement sales and other fitness and health-related products and services. The market for your services will be individuals interested in health and fitness and weight loss. Sales in this market are not deemed to be seasonal. We conduct research in the markets where Studios are located, using population demographics compiled by the U.S. Census. We do not run a competition analysis.

Industry-Specific Regulations

You must comply with all federal, state, and local laws and regulations pertaining, directly or indirectly, to the operation of a Studio, including, without limitation, regulations pertaining to workers compensation, equal protection and workplace safety laws and regulations (such as Title VII, the Americans with Disabilities Act and the Affordable Care Act). You must keep current all licenses, permits, bonds, and deposits made to or required by any government agency in connection with the operation of the Studio. Certain states may specifically require a bond to operate a health club that sells annual memberships. In some states, you may be required to post specific notices to your members regarding activities conducted in your business. You should investigate all of these laws. It is your responsibility to ensure that you are in compliance with all requirements imposed under all applicable laws, rules and regulations.

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ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer: Jessica Yarmey

Jessica Yarmey has been our CEO since our inception in July 2020. Prior to joining KickHouse in July 2020, she served as the Chief Marketing Officer of Club Pilates ~~from~~in Irvine, California from October of 2017 to July of 2020, the Director of Brand Marketing of Youfit Health Clubs from July of 2016 to October of 2017 and the Director of Franchise Marketing of Gold's Gym from September of 2012 to February of 2016.

Head of Programming: Gwen Dannenbaum

Gwen Dannenbaum has been our Head of Programming since August 2020. Prior to joining KickHouse in August of 2020, Mr. Dannenbaum served as the Director of Kickboxing and the Fitness Program Director at the Easton Training Center in Denver, Colorado from May of 2012 through October of 2018. She also served as the Group Fitness Department Manager at the Colorado Athletic Club from March through July of 2018 and as the General Manager of the UFC Gym in Parker, Colorado from October 2018 through December 2018. ~~She is a certified personal trainer, nutrition coach, and experienced kickboxing and boxing instructor.~~

Director of Marketing: Samantha Salas

Samantha Salas has been the Director of Marketing at KickHouse since February of 2021. Before joining KickHouse, Samantha was Marketing Manager ~~at [solidcore]~~ from December of 2019 through January of 2021 and Marketing Coordinator at [solidcore] in Dallas, Texas from March of 2017 through December of 2019.

Director of ~~Sales: Denzel Montford~~ Operations: Kelsey Willhite

~~Denzel Montford~~Kelsey Willhite has been with KickHouse since ~~February~~July of 2021 as the Director of ~~Sales~~Operations. Before joining the KickHouse~~, Denzel was National Product Specialist at seca from January of~~ Support Team, Kelsey~~2020 through February of 2021. Before joining seca, Denzel~~ was a Regional ~~Sales~~General Manager ~~at Club Pilates from September 2017 through November of 2019.~~ over the Chantilly and Winchester studios.

Chairman of the Board of Directors: Eric Shahinian

Eric Shahinian has been our Chairman since our inception in July 2020. ~~He is~~Since February of 2011, he has also served as the Managing Member of the General Partner of Camac Partners, a private investment firm ~~he founded in 2011 which is the sole financial backer of KickHouse~~in New York, NY.

ITEM 3

LITIGATION

~~Pending Litigation~~

Concluded Litigation

In the Matter of State Corporation Commission v. KickHouse Fitness, LLC ("KickHouse~~").~~") – On or about April 26, 2021, the Virginia Division of Securities and Retail Franchising ("Division") submitted an inquiry to KickHouse seeking clarification and information as to KickHouse activities in Virginia. ~~The Division has not~~No formal matter was opened ~~any formal proceedings.~~at that time. The Division alleged that KickHouse engaged in conduct which amounted to offering and selling two franchises in Virginia without the requisite registration and without providing the licensees with a properly cleared franchise disclosure document as required. KickHouse disputed that its license agreements equated with offering or selling franchises. A Settlement Order was entered on January 6, 2022, and the matter was then captioned as Case No. SEC-2021-00035 to identify the settlement. KickHouse entered into this settlement without admitting any violations of Virginia law, and agreed to: provide its Virginia licensees with offers of rescission and to provide the Division with each licensee's response thereto; remove from the KickHouse website anything the Division deemed as a franchise offering until such time as it was properly registered; pay agreed upon administrative penalties and investigative costs; and, refrain from violating Virginia law in the future. This matter has fully concluded.

~~Concluded Litigation~~

In the Matter of KickHouse Fitness Licensing LLC ("KickHouse Licensing"), Administrative Proceeding Before the Securities Commissioner of Maryland, Consent Order Dated January 5, 2021: Case No. 2020-0118. The Securities Division of the Office of the Attorney General of Maryland ("Securities Division") conducted an investigation between the period September 2020 and December 2020. In responding to inquiries from the Securities Division, KickHouse Licensing, an affiliate of Franchisor, disclosed that it jointly devised license agreements with three (3) former franchisees of another franchise system regarding the potential conversion of their businesses to KickHouse location(s) during, and as a means of adapting to circumstances of the COVID-19 pandemic. The Securities Division took the position that KickHouse Licensing's conduct was an offer of a franchise. Although KickHouse never sold any franchises in Maryland, it entered into a consent order with the Securities Division whereby KickHouse Licensing, without admitting or denying any violations of the law, agreed to: immediately and permanently cease from the offer and sale of franchises in violation of the Maryland Franchise Law; complete registration of its franchise offering in Maryland (which was pending on behalf of KickHouse Fitness, LLC at the time of the consent order); and implement compliance procedures.

In the Matter of Determining Whether there has been a violation of the Franchise Investment Protection Act of Washington by KickHouse Fitness Licensing, LLC ("KickHouse Licensing"), Administrative Proceeding Before the Securities Division of the Washington State Department of Financial Institutions, Consent Order No. S-20-3022-21-CO01 dated April 14, 2021. The Securities Division of the Washington State Department of Financial Institutions ("Securities Division") conducted an investigation between the period October 2020 and March 2021. In responding to inquiries from the Securities Division, KickHouse Licensing, an affiliate of Franchisor, disclosed that it jointly devised a license agreement with a former franchisee of another

franchise system regarding the potential conversion of their businesses to a KickHouse location during, and as a means of adapting to circumstances of the COVID-19 pandemic. The Securities Division took the position that KickHouse Licensing's conduct was an offer of a franchise. Although KickHouse never sold any franchise in Washington, it entered into a consent order with the Securities Division whereby KickHouse Licensing, without admitting or denying any violations of the law, agreed to: immediately cease and desist from the offer and sale of franchises in violation of Washington law.

In the Matter of The Commissioner of Financial Protection and Innovation v. KickHouse Fitness, LLC ("KickHouse"). The Commissioner of Financial Protection and Innovation ("Commissioner") is responsible for administering and enforcing the California Franchise Investment Law ("CFIL"). On December 10, 2020, KickHouse self-disclosed to the Commissioner's office that KickHouse Licensing, its affiliate, jointly devised license agreements with seven (7) former franchisees of another franchise system regarding the potential conversion of their businesses to KickHouse location(s). The Commissioner then took the position that KickHouse Licensing's conduct constituted the offer and sale of franchise(s) prior to being registered. KickHouse entered into a consent order with the Commissioner whereby KickHouse Licensing, without admitting or denying any violations of the law, agreed to: cease and desist from the offer and sale of franchises in violation of the CFIL; pay agreed upon administrative penalties; and have a representative attend a remedial California franchise law compliance education session.

Other than this action, 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

Initial Franchise Fee

You must pay an initial franchise fee in a lump sum of $50,000 (or $25,000 if you are approved by us to convert an existing fitness studio to KickHouse™ Studio) upon signing the Franchise Agreement.

All initial franchise fees are payable to us and there are no refunds of any initial franchise fee under any circumstances. During our 2021 fiscal year, we collected $0 in franchise fees.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee *See Note 1*	6% of gross revenues	Payable monthly via EFT (see Remarks for details on payment) based upon the gross revenues for the prior month.	Currently, all payments are processed through an electronic funds transfer system ("EFT"). Under this system our third party POS provider receives all payments made to your franchised business. The service provider credits to your bank account all payments made to the service provider, less the Royalty, Marketing Fund and Technology Fees owed to us, on a weekly basis.
Technology Fee	Actual Cost (currently, $0)	Upon implementation of Technology Fee, payable monthly.	The Technology Fee covers certain system-wide software platforms and technologies that we may, from time to time and in our sole discretion, require you to utilize. While we currently do not charge you a Technology Fee, we reserve the right to do so in the future. There is no cap on the amount we may charge you for the Technology Fee.
Marketing Fund Fee	2% of gross revenues beginning on 1/1/2021 and continuing for the duration of the Agreement	Upon commencement of operations, payable monthly, based on the gross revenues of the preceding month.	The Marketing Fund Fee is currently collected and paid as disclosed in the remarks to the royalty fee payment in the first row of this chart.
Local Marketing Requirement	$1,500 per month during the first six months/ $1,000 per month thereafter	Upon commencement of operations, payable monthly.	To be paid to a local vendor available through an approved list selected by us.

Training Fee *See Note 2*	Then-Current Rate (Currently, $250/hour per employee.)	As incurred.	You will not be required to pay any training fee in connection with individuals that attend the Initial Training Program as described in Item 11 prior to the opening of the Studio, provided such individuals all attend at the same time. For those individuals that wish to complete the Initial Training Program at a time other than when Franchisee (or, if applicable, its Operating Principal) attends the Initial Training Program, Franchisor may charge such individuals its then-current training fee for training to completed virtually or at a studio chosen by us. If you desire training to be completed at your studio, we will charge you an additional fee that will vary depending on the distance they will need to travel and you will also be required to pay for our trainers' travel and living expenses. The Training Fee does not include any travel or living expenses for individuals who attend training; such costs are borne entirely by you.
Continuing Education *See Note 2*	Our cost.	One week prior to attending any continuing education session. Non-refundable, but any unused fees can be applied to future trainings.	We reserve the right to hold mandatory continuing education. If we mandate continuing education, you must attend. There is no cap on the amount we may charge you for Continuing Education.
Conference Fee *See Note 2*	Currently $0, but we reserve the right to charge you a fee equal to $500 per person.	One week prior to attending any conference. Non-refundable, but any unused fees can be applied to future conferences.	We reserve the right to hold annual mandatory conferences and, if we hold an annual conference, you must attend.
Transfer Fee	3% of the Transaction Value	Prior to consummation of transfer.	If you wish to effectuate a Transfer, you must pay us a

			transfer fee equal to 3% of the Transaction Value. The Transaction Value is defined as the purchase price the buyer agrees to pay the franchisee. No fee will be charged for a one time transfer from individual(s) to a corporate entity wholly owned and controlled by such individual(s) and formed for convenience of ownership.
Transfer Brokerage Fee	20% of the sale price	Upon sale of the franchise.	This fee only applies if we locate a purchaser for your Studio.
Renewal Fee	Then-current renewal fee, currently $~~25~~20,000, non-refundable	Upon renewal of franchise.	Fee payable to us.
Audit	Cost of audit	30 days after billing if there is a discrepancy of 2% or more with respect to the reporting of gross sales.	Fees will be payable to us to reimburse auditor, will be imposed & collected by us, and will be non-refundable. Fees will vary depending on the cost of the audit.
Interest on Past Due Amounts	18% per year or the highest amount allowed by applicable law, whichever is less	Upon invoice.	Charges will be uniformly imposed on a state-by-state basis in conformance with applicable state laws regulating interest rates.
Costs and Attorneys' Fees	Total amount of our costs and expenses	Upon demand.	You are obligated to reimburse us for all costs and expenses, including attorneys' fees, expert witness fees, court costs, discovery costs, and costs on appeal, we incur in obtaining injunctive or other relief for the enforcement of the Franchise Agreement.
Indemnification	Total losses and expenses incurred by us and our affiliates	As incurred.	You must indemnify and hold us and our affiliates harmless in any and all actions arising out of or resulting from the development, opening or operation of your Studio. These amounts include all

			losses, damages, costs and expenses we incur including but not limited to any judgments against us as a result of any act or omission by you.
Non-Compliance Fees	Up to $2000 per incident	Upon demand.	If you fail to comply with any of your obligations under the Franchise Agreement, and we issue you a notice of default (each a "Default Notice"), in addition to any other right and remedy we may have under the Franchise Agreement and applicable law, we have the right to assess a Non-Compliance Fee, which, if assessed, will be due and payable to us immediately upon your receipt of the Default Notice.
Taxes	You must reimburse us for any taxes, fees or assessments imposed on us for acting as franchisor or licensing the Marks	Within 15 days of receipt of invoice.	
Liquidated Damages	An amount equal to the aggregate Royalty Fees and Marketing Fund Fees due to us during the 36 month period immediately preceding termination	Upon termination if your Franchise Agreement is terminated as a result of your default.	If the Franchise Agreement is terminated as a result of a default by you, prior to the expiration of the Term, you must pay us liquidated damages in an amount equal to the aggregate Royalty Fees and Marketing Fund Fees accrued under your Franchise Agreement during the 36 full calendar months during which your Studio was open and operating immediately before the termination date. If the Studio has not been open and operating for at least 36 months before the termination date, liquidated damages shall be equal to (x) the average monthly Royalty Fees and Marketing Fund Fees owed under the Franchise Agreement for all months during which the Studio was

			open and operating, multiplied by (y) 36.

GENERAL: Unless otherwise stated, all fees are imposed by, paid to and collected by us and are non-refundable. Except as otherwise disclosed in this Item, for all franchises offered pursuant to this disclosure document, all fees described in this Item 6 are uniformly imposed, however, in some circumstances under which we deem appropriate, we reserve the right to waive or reduce some or all of these fees for a particular franchisee. We require that all fees payable to us be paid through an electronic funds transfer, including automatic debits from your bank account(s), unless we specify otherwise.

Notes:

1. "Gross Sales" and "Gross Revenues" defined herein means the total amount of all revenue derived from operating the franchised business, including, but not limited to, all revenues received by You and Your Related Parties for all services and sales, including member enrollment, member dues, and any other goods or services sold during the course of operating the franchise, including but not limited to cash, check, credit card, barter or trade, in whole or in part, excluding any amounts collected for state and local sales taxes from the Studio or in any way related to or in connection with the Trade Name or Marks, within an accounting period.

Your obligation to begin paying monthly royalties begins at the earlier to occur of (a) the Start Date specified in the Franchise Agreement; or (b) the day Your Studio begins Enrollment. This means royalties may be due before the franchised business begins classes.

You must use the commercial billing service and its supplied computer program as we designate to process member enrollment, dues, payments, activity and other fees. You must instruct and authorize the commercial billing service to credit to our bank account the applicable royalty percentage and continuing advertising fees. All credits to us for amounts billed or received during each month are to be credited to us on or about the 5th day of each month for the preceding month, unless we designate a different day. We reserve the right to modify the manner and method through which you must pay your Royalty Fees, Marketing Fund Fees and other fees due to us under the Franchise Agreement at any time upon notice to you. You are required to immediately comply with all changes.

You must also allow the commercial billing service to allow us to access and review all of your records relating to your Studio operations, including your database and receivables.

We reserve the right to, in writing, approve granting franchises with lower royalty fees in certain limited circumstances. Before varying from standard fees, we will take into account many factors, including prior experience and financial capabilities. We may offer incentives in new or developing markets. Incentives may be offered to new and/or existing franchisees. We anticipate that any reduced fees will only apply to franchisees who are in compliance with all of our agreements and requirements. We reserve the right to cancel or modify any future incentive program we may offer. You will not be entitled to receive the benefits of any such incentive programs unless agreed by us in writing.

2. You are responsible for your own travel and living expenses related to any training, and for the travel and living expenses for any of our trainers required to travel to your site for training purposes. The cost of the trainers' travel and living expenses varies depending on the distance from our headquarters to your site.

We may, from time to time, require continuing education that is charged at cost. Additionally, we may hold periodic conferences to discuss matters relevant to your franchised business (including, but not limited to, sales techniques, fitness developments, nutrition, bookkeeping, accounting, inventory control, performance standards, advertising programs and merchandising procedures). In the event that such conferences are held, there is no conference fee at this time, but you must pay all your travel and living expenses related to your attendance at the conference. We do, however, reserve the right in our discretion to charge a fee for the conference of $500 per person. These conferences will be held at a location chosen by us. Attendance is mandatory.

ITEM 7

ESTIMATED INITIAL INVESTMENT – NEW STUDIO

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee *Note 1*	$50,000	Lump Sum	At Signing of Franchise Agreement	Us
Initial Furniture, Fixture and Equipment Package *Note 2*	$75,000 - $150,000	As Arranged	Before beginning operations.	Designated Supplier(s)
Proprietary Initial Inventory Kit *Note 3*	$5,000 - $15,000	As Arranged	Before beginning operations.	Designated Supplier(s)
Pre-Sale Start Up Kit (including initial apparel order) *Note 3*	$12,000 - $15,000	As Arranged	Before beginning operations.	Designated Supplier(s)
Pre-Opening Advertising *Note 4*	$12,000 - 18,000	As Arranged	Prior to the First Three Months of Operation	Designated Suppliers
Real Estate/Rent *Note 5*	$10,000 - $40,000	As Arranged	Before Beginning Operations; per agreement with landlord.	Lessor
Leasehold Improvements/Fit Out	$45,000 - $100,000	As Arranged	Before Beginning Operations	Designated Suppliers/Third Parties

Note 5				
Utility Deposits	$2,000 - $5,000	As Arranged	Before Beginning Operations	Utilities
Computer *Note 6*	$2,000 - $4,000	As arranged	Before Beginning Operations	Suppliers
Office Equipment and Supplies *Note 7*	$5,000 - $8,000	As Arranged	Before Beginning Operations	Suppliers
Insurance *Note 8*	$1,000 - $4,000	As Arranged	Before Beginning Operations	Insurance Companies
Training *Note 9*	$0 - $2,000	As Arranged	During Training	Airlines, Hotels & Restaurants
Signage	$5,000 - $20,000	As Arranged	Before Beginning Operations	Designated Suppliers
Uniforms	$1,000 - $2,000	As Arranged	Before Beginning Operations	Designated Suppliers
Licenses & Permits *Note 10*	$1,000 - $2,000	As Arranged	Before Beginning Operations	Licensing or Governmental Authorities
Legal & Accounting *Note 10*	$2,000 - $10,000	As Arranged	Before Beginning Operations	Attorney, Accountant
Additional Funds (initial 3 months) *Note 11*	$20,000 - $50,000	As Arranged	As Necessary	Employees, Utilities, Lessor, Designated Suppliers, Third Parties
TOTAL *Note 12*	$248,000 - $495,000			

ESTIMATED INITIAL INVESTMENT – STUDIO CONVERSION

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee	$25,000	Lump Sum	At Signing of	Us

Note 1			Franchise Agreement	
Initial Furniture, Fixture and Equipment Package *Note 2*	$5,000 - $15,000	As Arranged	Before beginning operations.	Designated Supplier(s)
Proprietary Initial Inventory Kit *Note 3*	$5,000 - $15,000	As Arranged	Before beginning operations.	Designated Supplier(s)
Pre-Sale Start Up Kit (including initial apparel order) *Note 3*	$12,000 - $15,000	As Arranged	Before beginning operations.	Designated Supplier(s)
Pre-Opening Advertising & Initial Marketing Expenses *Note 4*	$12,000 - $18,000	As Arranged	Prior to the First Three Months of Operation	Designated Suppliers
Real Estate/Rent *Note 5*	$10,000 - $40,000	As Arranged	Before Beginning Operations; per agreement with landlord.	Lessor
Leasehold Improvements/Fit Out *Note 5*	$0 - $5,000	As Arranged	Before Beginning Operations	Designated Suppliers/Third Parties
Utility Deposits	$2,000 - $5,000	As Arranged	Before Beginning Operations	Utilities
Computer *Note 6*	$2,000 - $4,000	As arranged	Before Beginning Operations	Suppliers
Office Equipment and Supplies *Note 7*	$5,000 - $8,000	As Arranged	Before Beginning Operations	Suppliers
Insurance *Note 8*	$1,000 - $4,000	As Arranged	Before Beginning Operations	Insurance Companies
Training *Note 9*	$0 - $2,000	As Arranged	During Training	Airlines, Hotels & Restaurants
Signage	$5,000 - $20,000	As Arranged	Before Beginning Operations	Designated Suppliers
Uniforms	$1,000 - $2,000	As Arranged	Before Beginning Operations	Designated Suppliers

Licenses & Permits *Note 10*	$0 - $5,000	As Arranged	Before Beginning Operations	Licensing or Governmental Authorities
Legal & Accounting *Note 10*	$0 - $5,000	As Arranged	Before Beginning Operations	Attorney, Accountant
Additional Funds (initial 3 months) *Note 11*	$20,000 - $50,000	As Arranged	As Necessary	Employees, Utilities, Lessor, Designated Suppliers, Third Parties
TOTAL *Note 12*	$104,500 - $223,000			

GENERAL NOTE: The Franchisor does not offer financing for any part of the Initial Investment.

Notes:

The Initial Franchise Fee for a Studio is $50,000; if you have been approved to convert converting a fitness studio into a KickHouse™ Studio, the Initial Franchise Fee is $25,000. The Initial Franchise Fee is due and payable in full when you sign the Franchise Agreement and is non-refundable under any circumstances. See Item 5 for more details regarding the Initial Franchise Fee.

1. A typical Studio contains supportive mats on the workout floor, bags for each station, fans, and audio equipment. We recommend pre-ordering equipment 6-8 weeks before the planned opening date to allow sufficient time for delivery and installation. A list of the typical equipment you will buy is included in the Operations Manual. Other furnishings include a computer, basic office furniture and equipment, such as a desk, chairs, telephones, etc., water cooler, merchandise display, camera system, and a reception counter. Each item addressed in this Note 6 (excluding the computer) is included in the range of costs in the Initial Furniture, Fixtures and Equipment Package. We anticipate that franchisees who are converting an existing fitness studio into a KickHouse™ Studio will expend less money on initial furniture, fixtures and equipment as they may, with prior written approval from us, utilize some or all of the furniture, fixtures and equipment from their existing fitness studios. Over the term of the Agreement, you will be required to maintain and/or replace the items comprising the Initial FFE Package, as more fully detailed in the Franchise Agreement.

2. As of the issuance date of this Disclosure Document, we require you to purchase certain Proprietary Initial Inventory from designated suppliers as further explained in the Operations Manual. The initial inventory will include t-shirts, hoodies, tanks, water bottles and other promotional items. Over the term of this Agreement, you will be responsible for maintaining certain levels of inventory with respect to the items comprising the Proprietary Initial Inventory Kit, as set forth more fully in the Franchise Agreement.

   Franchisee must purchase the pre-sales start-up package that we designate from a Designated Supplier (the "Pre-Sale Start-Up Package") for use in coordination with the pre-opening sales plan that Franchisee is required to commence conducting at least 60 days prior to the opening of the Studio (the "Pre-Sales Phase"). During the period leading up to the opening of your Studio, you will be required to begin enrolling members for your Studio. You may conduct pre-opening membership enrollment from a temporary office

space located at or near your Studio location. You may incur rent and other costs associated with pre-opening registration and enrollment activities.

3. You are required to spend at least $12,000 prior to the opening of your Studio to conduct grand opening advertising and marketing (the "Pre-Opening Advertising Expenditure"), including on local search engine optimization. As disclosed in Item 11, in addition to the Pre-Opening Advertising Expenditure, you are required to expend $15,000 on local advertising, marketing and search engine optimization during your first year of operations (the "First Year Marketing Expenditure") as follows: (a) you must spend no less than $1,500 per month during the first six (6) months of operations; and (b) you must spend no less than $1,000 per month for the seventh through the twelve months of operations. The Pre-Opening Advertising Expenditure estimate in the above table only includes expenditures through your third month of operation, that is, approximately $4,500 per month for each of the three months.

4. The construction, leasehold improvements and real estate rental fees vary depending on a number of factors including the size, location, existing leasehold improvements and costs of construction in the area of your Studio. These costs will vary based on building size, configuration and condition of the premises, material costs, construction costs, labor costs, installation costs, geographic location, requirements imposed by government and distance from suppliers. Payments for building or leasehold improvements are made to third party contractors and suppliers not related to us. Payments to these contractors and suppliers are typically made as the services are received or when the stages of work are completed. These payments are usually not refundable. Real estate/space development costs vary considerably. Your costs can be higher depending on the site and code requirements, and other factors. The cost of the leasehold improvements is also dependent on the condition of the leasehold site when you (the tenant) take possession and/or how much the landlord's contribution to leasehold improvements may be, and this varies from location to location. Some landlords may agree to do "rough plumbing," or sheetrock all the exterior walls (vanilla box). In that case, the additional leasehold improvements that you would be paying for, at a minimum, would be as follows:

    a. Bathrooms
    b. Locker room
    c. Office and front desk setup
    d. Flooring – for workout area and other areas
    e. Bag setup and installation

    The estimated costs of construction and outfitting for a new Studio are based on a model build-out of approximately 2,~~700~~400 square feet. All new sites must be a minimum of 2,200 square feet. If you wish to operate your Studio from your existing fitness facility, you must request our prior written consent to convert your facility into a KickHouse™ Studio. If you are so approved, we anticipate that your construction and leasehold improvement costs will be significantly less than if you were to open a new Studio. You may not operate a Studio in a site less than 2,200 square feet without our prior written consent. The estimate in the Table includes estimates for flooring, paint, pole wraps, cubbies/benches/storage for members, architect fees, hard construction costs and soundproofing, as well as three months of estimated rental payments.

5. Most Studios have 1 computer. The Computer System includes the components disclosed in Item 11 including QuickBooks, Wellness Living, Microsoft Office, Windows, a scanner, record keeping/support, a card processor, and a signature pad.

6. You must purchase certain office equipment and supplies for your Studio as further detailed in the Operations Manual. This equipment may include scanners or card readers, printers, tablets for check-in or lead collection.

7. You must, at all times, maintain insurance as prescribed by law, and you must maintain the minimum insurance requirements set forth in more detail in the Operations Manual and in Item 8 of this Disclosure Document.

8. You will not be required to pay any training fee in connection with individuals that attend the Initial Training Program as described in Item 11 prior to the opening of the Studio, provided such individuals all attend at the same time. You are responsible for your own expenses and those of your employees who attend Initial Training. The estimate in the chart above assumes that all training will be completed at the same time virtually or at the studio we designate; it includes only the incidental expenses (travel, lodging, meals, etc.) you may incur for yourself and your employees to attend training. For those individuals that wish to complete the Initial Training Program at a time other than when Franchisee (or, if applicable, its Operating Principal) attends the Initial Training Program, Franchisor may charge such individuals its then-current training fee (the "Training Fee") for training to completed virtually or at a studio chosen by us. As of the issuance date hereof, our Training Fee is $250 per employee per hour. If you desire training to be completed at your studio, we will charge you an additional fee ("On-Site Training Cost") that will vary depending on the distance our trainers will need to travel. The Training Fee does not include any travel or living expenses for our trainers who you may ask to come to your Studio to provide training; in addition to the Training Fee and the On-Site Training Cost, you will be required to pay for their travel costs (including lodging and meals).

9. You are responsible for obtaining all necessary permits required for the development, opening and operation of your Studio. The costs for permitting vary from location to location. You may also incur legal fees and related costs in connection with your investment in the franchised opportunity including, but not limited to, your review of the franchise agreement and the lease agreement for your Studio.

10. The "Additional Funds" category includes estimated start-up costs, such as your Wellness Living POS subscription, payroll, utilities and advertising, calculated for a period of three (3) months, with additional operating capital to be available as may be needed during the initial phase. These expenses do not include owner's salary or draw. These estimates were determined by experience of the Franchisor, franchisees, and industry norms and trends.

11. This chart provides estimates of your initial start-up expenses and does not include percentage rent payable (if any under the terms of your lease) or any ongoing marketing and advertising expenses other than the Pre-Opening Advertising and your Club Opening Marketing Expenses. Depending on the size of the Studio, these estimates may vary. These figures are estimates only based upon our affiliate's experience in developing and operating affiliate-owned locations and limited information reported to us from our franchisees.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have spent considerable time, effort and financial resources to develop the franchise system (the "System"). We have established standards and specifications for most of the services, products and goods used in and offered through the Franchised Business. The System is subject to

modification, change and improvement going forward. You must conform to our System standards, including high standards of service, quality, safety, and cleanliness. We anticipate that our standards will change over time. You must adhere to these changes. You may incur increased costs and expenses to comply with these changes, at your own expense; however, no change will materially alter your fundamental rights under the Franchise Agreement. Our requirements are critical to assure the quality, safety and consistency of the services provided by Studios in the System, and to protect and enhance the image of the Marks and the System.

Our standards and specifications may be communicated to you through our confidential operations manual and various other confidential manuals and/or written materials relating to operation of Franchised Businesses (collectively, the "Manual" or the "Operations Manual"), all of which may be changed by us at any time in the future and all of which may be housed in an online portal instead of in print form. The Manual may include, among other things, specifications relating to required services, customer service techniques, and issues and procedures related to brand uniformity and brand protection.

You must, at your expense, construct, improve and operate your Studio under the System and in accordance with our standards and specifications, as set forth in our Manual and other publications or written materials we issue from time to time. You must, at your expense, purchase or lease, install and use, among other things, all fixtures, signage, furnishings, improvements, supplies, other products and equipment (including computer equipment, inventory, uniforms, signage, point of sale, and computer hardware and software), décor items, related items and services we require, all of which must conform to the Manual and our standards, specifications and other publications or written materials we issue from time to time. You may not install or permit to be installed at the Studio any fixtures, furnishings, equipment, décor items, signs, games, or other items that we have not designated without our prior written consent.

You must operate the Studio in accordance with the Manual and our standards, specifications, and other publications or written materials we issue. You must offer all services and products we designate through your Studio ("Studio Services and Products"). You may not offer any service that we have not specifically designated or approved without first obtaining our written consent. You must discontinue offering for sale any items, products and/or services we disapprove, which we have the right to do at any time. You may not deviate from our standards and specifications in any way without obtaining our written consent first.

We have the right to, and expect to, supplement or modify the Manual and our standards, specifications and other publications we issue in our sole discretion, at any time. We will provide written notice to you of any changes.

System Modifications

We have the right to supplement, improve and otherwise change the System at any time, including in response to the opportunity to offer new services and products to customers of Studios operating under the System, the experience of franchised and affiliate-operated Studios over time and other factors. We will have full control and discretion over any of these developments and you must comply with all such requirements, including offering and selling new or different products or services specified by us.

Approved and Designated Suppliers

We have the absolute right to limit the suppliers with whom you may deal. We require you to purchase certain items, products, services, signs, furnishings, supplies, fixtures and equipment from us, or distributors we have approved (collectively, "suppliers"). You must purchase all goods,

items, products and services required for the development and operation of the Studio from our approved or designated suppliers. We have the right to designate one supplier for any given item or service. We will provide you with a list of suppliers, which list may change over time. While the suppliers included on this list are currently mandated, approved and/or recommended, we reserve the right to change this list from time to time in our sole discretion. Notifications of changes to the approved suppliers list will be communicated to you through changes to the Operations Manual or other written communications, including via electronic mail. Approval of suppliers may be revoked upon written notice. We may become a designated supplier, and/or the only supplier, for any item, product, good and/or service in the future.

As of the issuance date of this Disclosure Document, you must purchase POS systems, marketing services, ~~gloves,~~ wraps and apparel from one or more designated suppliers and you must purchase gloves directly from us or our affiliate. We may make a profit and may derive material consideration on the sale of these items to you, including through mark-ups or rebates, without limitation, as described in the Derived Revenue section below. You must purchase these items in the quantities we designate.

~~As~~Other than disclosed above, as of the issuance date of this Disclosure Document, neither we nor any of our affiliates are currently approved suppliers, or sell or lease products or services to you, but we reserve the right to become an approved or designated supplier for any item, product and/or service at any time in the future.

We estimate that the cost of the equipment, software, forms, supplies, services, and goods for resale that must be purchased from designated or approved suppliers or in accordance with our specifications will represent between 50-100% of your total purchases in connection with the establishment of your business, and will represent between 50-100% of your ongoing expenses.

As of the issuance date of this Disclosure Document, we do not have any affiliates who offer or sell any products, items or services to System franchisees. We or our affiliates may sell products, items and/or services to System franchisees in the future, at any time, and we or our affiliates may derive revenue and other material benefits on account of your and/or System franchisee purchases in the future.

We may source certain branded services, products and /or items for the Studio and we may, but are not required to, develop private label and/or proprietary products, which may or may not bear our trademark. If and when they are developed, you must purchase these products from us or an approved or designated supplier.

Except as disclosed in this Item, as of the issuance date of this Disclosure Document, there are no approved suppliers in which we or any of our officers or directors own an interest.

Derived Revenue

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, and/or designated suppliers. These amounts are subject to change without restriction. This income may be derived in any form, including but not limited to as a mark-up on the item or as rebate from various suppliers based on the quantity of System franchisee purchases. Certain designated suppliers may rebate a percentage of sales or a flat amount to us. We may use these benefits for any purpose we deem appropriate. We are not obligated to remit any benefits to you and reserve the right to retain all such benefits.

As of the issuance date hereof, we anticipate that we will earn revenue via a markup that will be charged on certain apparel and web-class offerings. While we do not, at this time, anticipate earning revenue from other sources, we reserve the right to do so in the future and will disclose it accordingly when required.

As of the Issuance Date hereof, we have not derived any revenue on account of required franchisee purchases.

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 any payments on the basis of required franchisee purchases.

Purchases from Other Suppliers

If you want to purchase any products, services, goods, equipment or supplies from a supplier or distributor who is not on our approved list, you may request 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 in every respect 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 to our standards. This evaluation may include a sampling of the product at either the supplier's/distributor's or our place of business, as we may designate. Where appropriate, we require the supplier or distributor to provide us with product liability insurance. All suppliers and distributors must agree to provide us with reports concerning all purchases by you or other franchisees. You or the supplier will be responsible for all costs and expenses we incur in the testing and approval process. There are no fees currently associated with seeking approval for alternative suppliers; however, we reserve the right to charge a fee. We cannot predict with any certainty how long its evaluation will take, however, we attempt to complete our evaluation within 90 days. Upon the completion of our evaluation, we inform you of our approval or disapproval of your request. If we approve the supplier or distributor, the supplier or distributor is added to our approved list, however, our approval of a supplier or distributor relates only to the item or product line evaluated and specifically approved by us.

Our standards, specifications and other criteria for supplier or distributor approval have been developed by us, our affiliates, and/or 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.

We may modify our specifications and standards for any item or revoke our approval of any supplier or distributor who fails to adhere to our quality standards or other requirements. We may limit the number of potential suppliers that we consider for approval and for some categories of products, we may designate a third party or ourselves as an exclusive supplier.

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

to avoid market fluctuations. If a national and/or regional purchasing program is established for the region where your Studio is located, you must participate in the program. In the future, we intend to 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 or service required to establish or operate your Studio. We do not provide any material special benefits to franchisees for particular products or services or using designated suppliers.

Currently, there are no purchasing or distribution cooperatives.

Computer/POS System

You must purchase the computer and POS System we require. You must make reasonable upgrades or updates to your computer system at our request and at your own expense. See Item 11 for more details regarding computer hardware and software requirements.

Insurance

You must, at all times, maintain insurance as prescribed by law, and you must maintain the minimum insurance requirements set forth in the Manual. As of the issuance date of this disclosure document, the minimum requirements are as follows:

A. If you have employees, you must maintain worker's compensation policies which, at a minimum, include Voluntary Compensation, and provide:

$500,000	Each Accident
$500,000	Disease Per Employee
$500,000	Disease Policy Limit

B. Special Form Property Insurance for all equipment, supplies, extended coverage for theft, vandalism and malicious mischief for all equipment, supplies and other property used in the operation of the fitness Studio (of not less than 100% of the replacement value of the same, except that an appropriate deductible clause will be permitted);

C. Business interruption insurance;

D. Employment Related Practices Insurance (inclusive of 3rd Party Coverage) including, but not limited to, $500,000 per occurrence for each of the following: Sexual Harassment, Wrongful Termination, Discrimination, or Wrongful Failure to Employ or Promote; and

E. Comprehensive general liability insurance and product liability insurance coverage in such amounts and upon such terms as may from time to time be customary for a fitness business located in your Approved Territory, but not less than:

Commercial General Liability*	$1,000,000 per occurrence/$2,000,000 aggregate
Products/Completed Operation	$1,000,000 per occurrence/$2,000,000 aggregate
Personal/Advertising Injury	$1,000,000 per occurrence/$2,000,000 aggregate
Professional Liability	$1,000,000 per occurrence/$2,000,000 aggregate

Sexual abuse/molestation	$100,000 per occurrence/$200,000 aggregate
Hired/non-owned auto	$1,000,000 per occurrence/$2,000,000 aggregate

*Your General Liability Insurance must expressly cover athletic participation, nutritional products, nutritional counseling, and/or martial arts.

All insurance policies must insure both you and us (including our parents, subsidiaries, affiliates, and their successors and assigns) against all claims, suits, obligations, liabilities and damage, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage relating to the use or condition of your Studio. All insurance policies must be maintained with companies financially rated A- or better. If you are using the space for your Studio to conduct another fitness business of any kind, you must provide proof of insurance for all of your other businesses doing business at the Approved Location to us.

We recommend, but do not require, that You obtain Umbrella Policy Coverage in an amount no less than $1,000,000 per occurrence for each Studio you operate.

You must also provide certificates of insurance evidencing your insurance coverage in compliance with these minimums before your facility opens for business, and each year when your policy renews.

Pricing and Promotion Requirements

We reserve the right to require Studios in the System to offer certain services and/or products at prices not to exceed the prices we publish from time to time within four different pricing tiers, depending on a Studio's location, demographics, and popularity, among other variables, and subject to applicable laws. We also reserve the right to require Studios to offer all promotions we specify from time to time. We currently do not prohibit our franchisees from charging prices lower than our published prices for any service or item; however, we reserve the right to do so in the future, to the maximum extent allowed by applicable law. You may be required to promote and offer one or more awards, which may include free membership for a designated period of time, to certain members in accordance with the System specifications as communicated to you through the Manual or through other written communications we may issue from time to time. It is your obligation to ensure compliance with all applicable laws, rules and regulations in connection with the promotion, offer and issuance of each such award in connection with the operation of your Studio.

We do not provide any material benefits, such as renewal or granting of additional franchises, to you based on your purchase of a particular product or service or use of particular suppliers.

Except as stated in this Item 8, there are no goods, services, supplies, equipment, computer hardware and software or real estate which you must purchase or lease from us or our designee or from suppliers approved by us at this time.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
A. Site Selection and Acquisition/Lease	Sections 4.2, 4.3, 7.2	Items 11 & 12
B. Pre-Opening Purchase/Leases	Sections 4.2, 5, 7.2, 7.3	Items 5, 7 & 8
C. Site Development and other Pre-Opening Requirements	Sections 5.1, 5.2, 7.3	Item 11
D. Initial and Ongoing Training	Section 5.2, 5.3	Item 11
E. Opening	Section 7.3	Item 11
F. Fees	Section 6	Items 5, 6 & 7
G. Compliance with Standards and Policies/ Operations Manual	Section 5.4, 7.2, 7.3	Item 11
H. Trademarks and Proprietary Information	Section 7.1, 8.1, 8.4	Items 13 & 14
I. Restrictions on Products/Services Offered	Section 7.3.3	Items 8 & 16
J. Warranty and Customer Service Requirements	Section, 7.3.5	Not Applicable
K. Territorial Development and Sales Quotas	Section 3.2, 4.3	Item 12
L. Ongoing Product/Service Purchases	Section 5.6	Item 16
M. Maintenance, Appearance and Remodeling Requirements	Section 4.6.2(e),7.3.1,7.3.6	Not Applicable
N. Insurance	Section 7.8	Item 8
O. Advertising	Section 5.5,7.1.3, 7.6	Item 11
P. Indemnification	Section 7.1.4, 8.5	Not Applicable
Q. Owner's Participation/Management/ Staffing	Section 7.5	Item 15
R. Records and Reports	Section 7.3.1(i), 7.3.4, 7.7.1,7.7.2	Not Applicable
S. Inspections and Audits	Section 6.5,7.3.1(i),7.3.4, 7.6.3, ,	Not Applicable
T. Transfer	Section 9,10.2.1	Item 17

U. Renewal	Section 4.6.2	Item 17
V. Post-Termination Obligations	Section 8.6.2, 10.3	Item 17
W. Non-Competition Covenants	Section 7.5,8.6,10.2.1(d)	Item 17
X. Dispute Resolution	Sections 11.7, 11.8, 11.9, 11.10	Item 17
Y. Guarantee of Franchisee Obligations	Section 12.2, See Guaranty attached as Exhibit 5	Item 15

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation. You have the option, but are not required to, seek financing through a third-party lender with whom we have a relationship, Guidant Financial. If you obtain financing with Guidant Financial, the terms of your financing will be determined by your agreement with them. We will receive a $1000 referral fee for each loan Guidant Financial issues to one of our referred franchisees.

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ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Obligations

Before you open your Studio, we will:

1. Designate your Approved Territory. (Franchise Agreement 4.3)

2. Approve or disapprove the site you have selected for your Studio. You are responsible for compiling the information necessary for us to evaluate your site. Approval of any proposed site is based on the information you submit in a form sufficient to assess the location. We must approve or disapprove your site within 60 days after we receive notice of the location from you and a copy of the lease (if you are leasing new space). We may not withhold our approval unreasonably. The size of your Studio may vary, but a typical Studio may not be less than 2,200 square feet or larger than 3,000 square feet without our prior written consent. (Franchise Agreement Section 4.2) We do not currently own sites for lease to you, nor do we select sites for you, but we reserve the right to do so in the future. We currently offer guidance and assistance with the site selection and construction process, but we are under no contractual obligation to do so.

3. We will provide you with one copy of our confidential Operations Manual on loan (Section 5.4 of the Franchise Agreement). Our Operations Manual also includes a list of our approved suppliers. We expect to modify and update the Operations Manual from time to time, and, if updated or modified, you will be notified via email or another form of communication of such modifications and updates. (Franchise Agreement Section 5.4) The Operations Manual, and the information contained therein, is confidential and remains our property. (Franchise Agreement Section 7.3.2)

4. Provide you access to a sample layout and specifications for an existing Studio to guide you in furnishing and equipping your Studio. You will, at your own expense, tailor the plans and specifications provided by us for your individual use and will then submit the customized plans and specifications to us for written approval, which may not be unreasonably withheld. You pay for the re-fitting and all other costs of compliance and permits. (Franchise Agreement Sections 5.1, 7.3.1)

5. Train you and your team as set forth in the **Item 11** Training Program Table. (Franchise Agreement Section 5.2)

Obligations After Opening

During the operation of the franchised business, we will:

1. At our discretion, develop new services and methods and provide you with information about the development of services and methods. (Franchise Agreement Section 5.3)

2. Periodically, and in our sole discretion, provide guidance and support regarding your KickHouse™ franchise operation and the products and services we require you to offer.

3. Review requests for approval of additional items, services and/or suppliers, and notify you of our decision (See Franchise Agreement – Section 7.3.3).

4. Continue to loan to you or make available to you on our website or in hard copy one (1) copy of the Franchise Operations Manual (See Franchise Agreement – Section 5.4).

5. License to you use of the Marks, as set forth in greater detail below in Item 13 (See Franchise Agreement – Section 7.1).

We are not obligated to provide any assistance to you during operation of the franchise in establishing prices.

Optional Assistance

During the term of the Franchise Agreement, we (or our designee) may, but are not required to, provide the following assistance and services to you:

1. Modify, update, or change the System, including the adoption and use of new or modified trade names, trademarks, service marks, or copyrighted materials, new products, new service offerings, new equipment, or new techniques.

2. Make periodic visits to the Studio for the purpose of assisting in all aspects of the operation and management of the Franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Franchise, and detailing any problems in the operations which become evident as a result of any visit. If a visit is provided at your request, you must reimburse our expenses and pay our then-current training charges.

3. Maintain and administer a Marketing Fund. We may dissolve the Marketing Fund upon written notice (See Franchise Agreement - Section 7.6.3).

4. Implement, modify or update minimum and maximum pricing policies, to the extent permissible under applicable law.

5. Provide periodic conferences and/or ongoing training opportunities to help you operate and develop your franchised business. (Franchise Agreement Section 5.2.2)

Site Selection

You must locate, obtain and occupy the site for the Studio, on your own initiative and at your own expense. You must advise us in writing of the proposed Studio location. Our prior approval is required in writing. We will not unreasonably withhold approval of your site. The site must meet minimum demographic/geographic requirements as described in the Operations Manual, which vary by region and typically include the general location and neighborhood, demographic information, traffic patterns, parking, access, visibility, proximity to residential neighborhoods,

location of competing facilities, size, configuration, appearance and other physical characteristics of the site. After we approve your proposed Studio location, you must submit a copy of your lease to us for review. If you are leasing additional space for the Studio, we must approve your lease before you may enter into it. If you and we cannot agree on a site, or you do not select a site and submit a lease which meets our minimum geographic and demographic requirements as described in the Operations Manual for our review within sixty days (60) of signing a franchise agreement, we may terminate the franchise agreement. The Studio is typically operated from a retail strip mall or light industrial/office park type location of approximately 2,~~500~~400 square feet. The estimated costs of construction and outfitting for Studio are based on a model build-out of approximately 2,~~500~~400 square feet. Your Studio site must be a minimum of 2,200 square feet.

Opening

You must begin Membership Enrollment within 9 months of signing your Franchise Agreement, and you must open your Studio no more than 12 months after the effective date of your Franchise Agreement (Enrollment is the membership sales drive that occurs before you open your business; we anticipate that it will begin when you begin building out your Studio and will continue for a period of approximately 3 months, depending upon how long the construction phase takes). We estimate that you will open your business within 12 months after you sign a Franchise Agreement. The factors that may affect this time are the ability to obtain a location, financing or permits, local ordinances, weather conditions, shortages and delayed installation of equipment and fixtures. We recommend allowing 6 weeks lead time for equipment purchases in order to have it delivered and installed in time for the planned opening date of your Studio.

The time to begin Enrollment and open a Studio may vary depending on your ability to secure a location that we must approve. You may not open a Studio to the public until we certify in writing that, in view of our management, you and your employees are prepared to do so.

Assistance with pre-opening and opening activities will be conducted as reasonably determined by us (including immediately prior to Enrollment and during the first week of the operation of your Studio).

Payment of royalties will commence as soon as you begin collecting revenues from Enrollment or the date you are required to begin Enrollment, whichever is earlier.

Payment of mandatory Marketing Fund contributions will commence as soon as you begin collecting revenues from Enrollment.

Advertising and Marketing

~~We have no obligation to conduct advertising for the franchise system, but we may use social media, television, radio, other broadcast and/or print media. Media placement may be regional, local or national at our sole discretion. Advertising media, creative concepts, and materials may come from us or from a designated advertising, marketing or public relations firm.~~

We may provide certain advertising or marketing materials and services to you. Materials provided to you may include video, social media postings, digital ads, copy-ready print advertising materials, posters, banners and miscellaneous point-of-sale items, and may be local, regional or national at our discretion. Advertising media, creative concepts, and materials may come from us or from a designated advertising, marketing or public relations firm. We may require that you purchase local advertising and marketing materials from our designated suppliers (Franchise Agreement Section 5.5,7.6)

You may not develop printed advertising materials for your own use. ~~There is no advertising council that will advise us or you on advertising policies. However, you must obtain our prior written approval of the advertising before use.~~ (Franchise Agreement Section 7.6)

The National Marketing Fund is administered by the KickHouse VP of Marketing under the direction of the Marketing Committee. The Marketing Committee acts as the board of directors of the National Fund. The Marketing Committee has six members: the CEO and Vice President of Marketing of KickHouse and four franchisee representatives who are nominated and voted on by the franchisee community, serving two-year terms. KickHouse may change the number of Marketing Committee members, but not the ratio of employees to franchisees.

Pre-Opening Advertising/Local Marketing During First Year of Operations

You are required to expend $12,000 - $18,000 (the "Pre-Opening Advertising Expenditure") during the period leading up to the opening of your Studio (the "Pre-Opening Period") to conduct grand opening advertising and marketing, including expenditures for local search engine optimization. You must submit to us a written marketing plan detailing how you plan to expend your Pre-Opening Advertising Expenditure, which plan must include the marketing channels you plan to use and all other information we require. During the Pre-Opening Advertising period, you will be required to begin enrolling members for your Studio. You may conduct pre-opening membership enrollment from a temporary office space located at or near your Studio location. You may incur rent and other costs associated with pre-opening registration and enrollment activities.

In addition to the Pre-Opening Advertising Expenditure, you are required to expend $15,000 on local advertising, marketing and search engine optimization during your first year of operations (the "First Year Marketing Expenditure") as follows: (a) you must spend no less than $1,500 during the first six months of operations; and (b) you must spend no less than $1,000 per month for the seventh through the twelfth month of operations. You must submit to us a written marketing plan detailing how you plan to spend your First Year Marketing Expenditure, which plan must include the marketing channels you plan to use and all other information we require.

After the first year of operations, you must comply with the ongoing local advertising expenditure requirements disclosed below.

Ongoing Local Advertising

Local advertising is your responsibility and done typically by local advertising agencies hired by you or advertising cooperatives. You are obligated to spend at least $1,000 per month or 2% of gross revenues from the Studio per month, whichever is greater, on local advertising every month and supply copies of receipts for advertising to us. (Franchise Agreement Section 7.6.2). We reserve the right to require you to spend an amount we designate on search engine optimization (SEO). (see **Item 6**)

Marketing Fund

We have established a Marketing Fund (the "Marketing Fund"). You are required to contribute 2% of monthly gross revenues each month to the Marketing Fund for purposes of national advertising, regional or local advertising (at our sole discretion). (see **Item 6**) (Franchise Agreement Section 7.6.3) We do not provide a periodic accounting to you of how Marketing Fund monies are spent;

however, an annual unaudited financial statement of the fund is available to you, 180 days after the fiscal year end, upon reasonable request.

We may administer the Marketing Fund ourselves, or designate or license a third party to do so. We may change, dissolve or merge the Marketing Fund at any time, in our sole discretion. We have the sole discretion over the creative concepts, materials, media, type, nature, scope, frequency, place, form, copy, layout and content of all national, regional and local advertising paid out of the Marketing Fund; and the Marketing Fund will be maintained and administered by us or our designee, as follows:

1. The use of the Marketing Fund is at our discretion, and the purpose of the Marketing Fund is to increase brand awareness. Without limiting our broad discretion, the Marketing Fund is intended to optimize general public recognition and acceptance of the System and/or the Marks for the benefit of the System, and neither we, nor the Marketing Fund, are obligated to make expenditures for you that are equivalent or proportionate to your contributions or that you will otherwise benefit directly or pro rata from the placement of advertising or other Marketing Fund expenditures. We have no obligation to make expenditures for you which are equivalent or proportionate to your contributions, or to ensure that advertising impacts or penetrates your Approved Territory.

2. We will direct all advertising programs and control the creative concepts, materials and media used, media placement and allocation. The Marketing Fund, all contributions to the Marketing Fund, and any earnings by the Marketing Fund, may pay for creating, producing, maintaining, administering, directing, conducting, printing and preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System, including the costs of preparing and conducting television, radio, Internet, mobile applications, magazine, newspaper and other media advertising campaigns; search engine optimization; developing and/or hosting an Internet web page or similar activities; conducting market research; providing other marketing materials to franchisees; direct mail advertising; on-line Internet advertising and marketing including click-through charges paid to search engines, sources of banner advertising and host sites; marketing surveys and other public relations activities; employing advertising and/or public relations agencies; printing and production costs; purchasing promotional items, conducting and administering visual merchandising, promotions and merchandising programs; and providing promotional and other marketing materials and services. Advertising may be local, regional or national, in any type of media, including Internet, print, radio and/or television.

3. Contributions to the Marketing Fund may, in our sole and absolute discretion, also be used to provide rebates or reimbursements to you for local expenditures on products, services or improvements, approved in advance by us, which we believe will promote general public awareness and favorable support for the System.

4. We have no obligation to segregate Marketing Fund contributions or maintain accounts separate from our other funds. Marketing Fund contributions may be commingled with funds in our general accounts. We expect to use an amount equal to all contributions made in any fiscal year, but any monies remaining in the Marketing Fund at the end of any year will carry over to the next year.

5. We expect to use any interest or other earnings of the Marketing Fund before using current contributions, but are not required to do so.

6. We are not required to prepare or provide you with any statements relating to the Marketing Fund, or expenditures of the Marketing Fund, although we may do so at our option. The

Marketing Fund will not be audited, unless we decide, in our sole discretion, to require an audit. If we choose to require an audit, all expenses for the audit will be paid out of Marketing Fund contributions.

7. If the Marketing Fund is terminated, we are not required to return any of your Marketing Fund contributions and will expend any retained contributions for the terminated Marketing Fund for System advertising purposes. None of the Marketing Fund contributions paid us are refundable at any time, including upon termination or expiration of the Franchise Agreement.

8. We may use the Marketing Fund contributions to pay administrative expenses to us or our designees. Administrative expenses may include amounts equivalent to the salaries and benefits of personnel who manage, administer and/or work the Marketing Fund and its activities; travel expenses, meeting costs, overhead costs and expenses; a management fee payable to us, an affiliate and/or any of our designees or employees whose services are provided to further the purposes and efforts of the Marketing Fund and/or Local Marketing Purposes; taxes on Marketing Fund contributions; market research; public relations; and the creation, preparation and production of advertising, promotions and marketing materials.

9. The Marketing Fund is not a trust. We have no fiduciary obligation to you for administering the Marketing Fund or for any other reason. We will not use contributions to the Marketing Fund principally to develop materials and programs to solicit franchisees. However, media, materials and programs prepared using Marketing Fund contributions may describe our franchise program, reference the availability of franchises and related information and process franchise leads.

10. We may structure the Marketing Fund's organization and administration in any way that we determine. We may organize or reorganize the Marketing Fund into a separate entity as we deem appropriate and we may transfer all Marketing Fund contributions and assets to the entity. We may require you to pay the Marketing Fund contributions directly to the entity.

11. Company owned or affiliated Studios are not contractually required to contribute to the Marketing Fund, however we anticipate that they will contribute to the Marketing Fund on an equal basis. We anticipate that all franchises offered pursuant to this disclosure document will be required to contribute to the Marketing Fund at the same rate; however, we reserve the right to negotiate different rates as we deem necessary or appropriate in our sole and absolute discretion.

During the 20212~~2020~~ calendar year, the Marketing Fund ~~did not collect any~~collected $122,334 which was used for national media, maintenance of the KickHouse website, SEO tools, creative development, promotions and incentives. The National Marketing Fund ~~Fees and therefore did not spend any advertising funds principally~~is not used to solicit new franchisees.

Other Advertising Information

We do not require you to participate in any other advertising funds at this time, but reserve the right to require you to participate in other advertising funds as they are developed in the future.

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your area or Approved Territory.

Use of Your Own Advertising Material including Electronic Media

You may develop advertising materials for your own use, at your own cost. As stated above, you must obtain our prior written consent for use of advertising materials. You must submit copies of all advertising materials to us at least two weeks before the first time they are broadcast or published. We will review the materials within a reasonable time and will promptly notify you in writing as to whether we approve or reject them.

We may withhold our consent for any reason and we may condition our consent on your compliance with our designated methods, procedures, rules and regulations. You may not post any content on the Internet, electronic media, mobile applications, social media or any future developed media outlet relating to your Studio or the System without: (i) obtaining our prior written consent (which we may grant or refuse in our sole and absolute discretion), and (ii) complying with any and all restrictions, terms and conditions we impose. You must comply with any and all policies, terms and conditions we designate, including those related to privacy and security. We have the right to establish any requirement we deem appropriate, including a requirement that your only presence on the Internet will be through one or more web pages that we establish on our website.

We have the right to establish a website or other electronic system providing private and secure communications between us, our franchisees and other persons and entities that we deem appropriate. If we require, you must establish and maintain access to the extranet in the manner we designate. We may periodically prepare agreements and policies concerning use of any extranet that you must acknowledge and sign.

Electronic Cash Register/Computer/Point of Sale System

You must purchase a computer. At a minimum, the computer must have Windows and Microsoft Office. We reserve the right to make changes to the required software in the future in our sole discretion.

You must also purchase a scanner, record-keeping/support, a credit card processor and a signature pad. As of the issuance date hereof, you must use the web-based management software and electronic cash register system provided by Wellness Living, and its corresponding proprietary software. We will have independent access to the information you enter into Wellness Living.

The equipment you are required to purchase may include limited manufacturers' warranties on hardware repairs. In addition, Wellness Living provides software support through its help desk and software upgrades and patches, database management, including backups, and other record keeping services that are required by us. You are obligated to install the software upgrades and patches as provided by Wellness Living. We provide support with using or maintaining the system on an as-needed basis. You are responsible for hardware repairs or replacement of systems that are no longer covered under warranty. There are no contractual limitations on the frequency or cost of this obligation.

The software used by Wellness Living is their proprietary property. No compatible equivalent component or program has been approved by us to perform the same functions. We reserve the right to change our supplier of software services and electronic cash register systems.

You are required to upgrade or replace your hardware to meet our then-current standards as set forth in our Operations Manual at least every five years.

Wellness Living maintains customer data on your behalf for purposes of billing the customers' enrollment and monthly membership fees. We have independent access to this data. We use this information to assess monthly royalty, advertising, and other fees. There are no contractual limitations on our right to access this data.

The estimated cost of the computer and POS system is $2,000 - $4,000, including hardware, depending on the speed and data capacity of the system. The estimated cost of your Wellness Living subscription is currently $229 per month, but this price is subject to increase in the future by the vendor.

Operations Manual

Included in this Disclosure Document, at **Exhibit G**, is the Table of Contents to the Operations Manual. The Operations Manual currently contains ~~81~~ 91 pages.

Training

After you obtain your approved site within your Approved Territory, and at least thirty (30) days before you open your Studio, you must complete our Initial Training Program, which will be conducted virtually or at a studio location to be determined by us in our sole discretion. The Initial Training Program will last approximately 3 days.

Instructional materials include videos, our Operations Manual and related forms. There will be no additional charge for these items.

Currently, our lead trainer is Gwen Dannenbaum; however, our training staff may change from time to time. Ms. Dannenbaum has been with KickHouse since August of 2020 and has been a professional in the fitness industry since 1999.

Ms. Dannenbaum has been our Head of Programming since August 2020. She is a certified personal trainer, nutrition coach, and experienced kickboxing and boxing instructor. She has the following certifications: CrossFit Level 1 & 2 coach, Precision Nutrition Level 1 coach, NASM certified personal trainer, and RYT2000 yoga teacher.

You will not be required to pay any training fee in connection with individuals that attend the Initial Training Program as described in Item 11 prior to the opening of the Studio, provided such individuals all attend at the same time. For those individuals that wish to complete the Initial Training Program at a time other than when Franchisee (or, if applicable, its Operating Principal) attends the Initial Training Program, Franchisor may charge such individuals its then-current training fee for training to completed virtually or at a studio chosen by us. If you request that we conduct training on-site at your studio, and if we agree in our sole discretion, we will charge you an additional fee that will vary depending on the distance they will need to travel and you will also be required to pay for our trainers' travel and living expenses. The Training Fee does not include any travel or living expenses for individuals who attend training; such costs are borne entirely by you.

The Operating Principal(s) and all managers must complete the training program to our satisfaction. The training program must be completed at least thirty (30) days before you open. We may require you or your employees to attend additional training programs or refresher courses as necessary for successful development of the franchised business at our discretion. Currently, all training programs are held monthly either virtually or at a designated Studio location designated by us in our sole discretion. If any of the individuals described in this Section fail to successfully complete the applicable training required by this Section before the time Franchisee is required to open the Studio hereunder, Franchisor may terminate this Agreement.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Onboarding customers	3	5	Virtual (or at a studio to be determined by us)
Sales training	3	5	Virtual (or at a studio to be determined by us)
POS system	2	2	Virtual (or at a studio to be determined by us)
Feedback/following up with customers	3	1.5	Virtual (or at a studio to be determined by us)
Total	24.5 Hours		

We may, from time to time, require you to undergo continuing education that is charged at our cost (see Sections 5.2.2. and 5.2.3. of the Franchise Agreement for more information on this requirement). Additionally, we may hold periodic conferences to discuss matters relevant to your franchised business (including, but not limited to, sales techniques, fitness developments, nutrition, bookkeeping, accounting, inventory control, performance standards, advertising programs and merchandising procedures). In the event that such conferences are held, there is no conference fee at this time, but you must pay all your travel and living expenses related to your attendance at the conference. We do, however, reserve the right in our discretion to charge a fee for the conference of up to $500. These conferences will be held at a location chosen by us. Attendance is mandatory.

As of the issuance date hereof, there is no mandatory refresher training, additional training programs, continuing education or conferences that you or your employees must attend; however, we reserve the right to implement the same in the future and require you to attend.

ITEM 12

TERRITORY

You will operate the Franchised Business at a single approved site.

Once you secure an approved location, we will grant you an "Approved Territory." We will not establish or license another to establish a Studio within the Approved Territory during the term of

your Franchise Agreement, with the exception of Studios located in Special Venues (as defined below). We have the unlimited right to establish Studios anywhere outside of your Approved Territory, regardless of proximity. We will describe your Approved Territory in your Franchise Agreement when we approve your proposed site for the Studio. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, from other channels of distribution or competitive brands that we control.

We will determine the size and boundaries of your Approved Territory, within our discretion, based upon factors including geographic area, population density, character of neighborhood, location and number of competing business in the surrounding area, and other factors. While there is no minimum territory size and the exact size of each territory varies based on the applicable factors, a typical approved territory will cover an area that consists of a three (3) mile "drivable distance" from your approved site, which may be determined using the mapping service and/or software designated by us, including ESRI®, GOOGLE® maps, MAPQUEST®, or YAHOO® maps (as we select) as such maps exist on the date that your site is approved. We may grant you an approved territory of less than a three-mile "drivable distance" based on the demographics of the area in which you wish to open your Studio and other factors. You will operate from one location approved by us.

In order to retain the limited rights insofar as it relates to your Approved Territory, you must comply with all obligations set forth in the Franchise Agreement, including, without limitation, payment of all the minimum royalty fees. If you do not comply with your payment obligations, subject to the notice and cure periods stated in your Franchise Agreement, we have the right to terminate your Franchise Agreement, which will eliminate all rights, including any territorial protection. You are not required to achieve or maintain any given level of sales or to satisfy any other contingency in order to retain your limited exclusivity with respect to your Approved Territory and, provided that you are not otherwise in default under your Franchise Agreement, your limited rights will continue to apply even if the population in your Approved Territory increases, or you choose to sell or transfer your Franchise in accordance with the terms and provisions of the Franchise Agreement. Except for this limited protection, your Franchise is non-exclusive. You are not granted any options, rights of first refusal or similar rights to acquire additional Studios.

You are not permitted to solicit customers or advertise outside of your Approved Territory without our prior written approval. We may condition our approval on your agreement to offer other franchisees who are operating Studios in territories 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 are not permitted to use other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing, to make sales outside of your Approved Territory without our prior written approval. We have the right to condition our approval on the terms that we determine necessary, such as requiring that your domain name and home page belong to us and be licensed to you for your use during the term of your agreement.

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 have the right to:

(a) establish, own, or operate, and license others to establish, own or operate Studios and any other business under the Marks or any other trademark outside of your Approved Territory;

(b) establish, own or operate, and license others to establish, own or operate, other businesses under other systems using the Marks or any other trademark outside of your Approved Territory;

(c) offer, sell, operate, distribute and/or license others to sell, operate and distribute, through franchised or non-franchised businesses, at wholesale or retail, within and outside the Approved Territory: (i) branded goods, (ii) services we have not licensed you to offer or sell through your Studio, and/or (iii) goods and services under trademarks other than the Marks;

(d) offer, sell, rent and/or distribute any products or services under the Marks or any other trademark through alternative channels of distribution, including through the Internet, to any purchaser (including, but not limited to, sales made to purchasers in the Approved Territory through retail establishments, mail order, independent distributors, wholesale distribution, phone order, and on the Internet, and/or sales to delivery customers), except that we will not do so from a Studio located inside the Approved Territory; and/or

(e) merge with, acquire or be acquired by any business of any kind under other systems and/or other marks, which business 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 retail, within and outside the Approved Territory. If we acquire or merge with another system with businesses operating within the Approved Territory, we will not license these businesses to operate under the Marks without your consent.

We are not required to pay you any compensation for soliciting or accepting orders inside your territory.

Special Venues

We reserve the right to establish and operate, or license others to establish and operate, KickHouse Studios in "Special Venues", including Special Venues located in your Approved Territory. The term "Special Venues" shall mean non-traditional venues, including, without limitation, colleges, universities and other schools, corporate offices, police departments, fire departments, government institutions and facilities, and military installations.

We may also operate a temporary location, trade show booth or similar type location for a limited period of time (not to exceed 15 consecutive days without your written consent) within your Approved Territory. There are no restrictions on our soliciting or accepting orders from consumers inside your Approved Territory. We are not required to pay you any compensation for soliciting or accepting orders from inside your Approved Territory.

Neither we nor our affiliates currently plan to operate or franchise any business under any different trademarks or that sells or distributes similar goods or services to those that you will offer. However, neither we nor our affiliates are restricted from establishing other franchises or company-owned Studios, or other channels of distribution, selling or leasing similar products or services under a different trademark.

Relocation of Your Studio

You may not relocate your Studio without our prior written approval. We may approve the relocation of your Studio in our sole discretion. Factors we may consider when evaluating a relocation may include, without limitation, proximity to other locations or demographics of the proposed locations, among other things. In addition to obtaining our consent and paying us a Relocation Fee of $20,000, you must also meet certain conditions in order to relocate your Studio. Those conditions include the following: (a) you must be in good standing under the Franchise Agreement and any other agreement between us (or our affiliate) and you (or your affiliate); (b)

you are in compliance with all provisions of the Manual; (c) you must sign an agreement terminating your existing Franchise Agreement and you must sign our then-current franchise agreement (with a term equal to the then-remaining term of the franchise agreement); (d) you must construct the Studio at the new location so that it meets our then current standards of appearance and function applicable to new Studios at the time of your relocation; (e) you must sign a general release; (f) you may only cease operation of your existing Studio for one day to move equipment from the old location to the newly approved location for the Studio. You are not granted a right of first refusal related to the sale of other franchises in proximity to your Approved Territory or the right to acquire additional franchises under the Franchise Agreement.

Except as provided in this Item, you have no options, rights of first refusal or similar rights to acquire additional franchises.

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ITEM 13

TRADEMARKS

We grant you the right to operate a business using our 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. We have the right to license the use of the ~~trademark~~trademarks KickHouse™ and Let's Kick It! to you for the term of the Franchise Agreement, including any extensions or renewals.

We have filed applications to register the following trade names, trademarks, service marks, logotypes and other commercial symbols with the United States Patent and Trademark Office principal register. Each trademark is registered with the United States Patent and Trademark Office (USPTO) as follows:

Mark	Registration Number	Registration Date
KickHouse	~~90066878~~6,391,208	~~Pending~~ ~~Filed 7/22/20~~June 15, 2021
Let's Kick It!	6,432,601	July 27, 2021

~~We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.~~

We may require you to use other current or future developed trademarks to operate your Studio. The term trademarks means trade names, trademarks, service marks and logos used to identify the Studio. We are not restricted in the way we use these trademarks, and we have all the rights to license or franchise others to use these trademarks. Throughout this Disclosure Document, our trademarks, including those developed in the future and licensed to you for use in connection with the operation of your Studio, may be referred to as the "Proprietary Marks" or the "Marks".

You must follow our rules when you use the Marks. You cannot use a name or Mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You cannot modify a Mark in any way without our express written consent. You may not use our registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

In connection with the establishment of our trademarks, we operate a website for the promotion of the Marks and Studios. This website lists the location, operating hours, and other facts regarding your facilities. You may not register any domain name nor operate any website that includes any of our Marks, or any of the following terms "KickHouse" or "TheKickHouse." You may request the establishment of a web page within our website to include additional information specific to your franchised Studio. You may not use any electronic media, including the Internet, or any social media, for viewing by the public that contains our registered trademarks without our prior written

approval. You may not establish a facebook®, Twitter®, Instagram®, or other similar social media without our prior written approval.

The confidentiality provisions of the Franchise Agreement apply to all uses of electronic media.

There is no currently effective determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, or any pending interference, opposition or cancellation proceeding, or any pending material litigation involving the above-described Marks which are relevant to your use of these Marks.

No currently effective material determinations or agreements limit our right to use or license the use of the trademarks listed in this section in a manner material to the franchise.

We do not know of any pending material state or federal court litigation regarding our use or ownership rights in the trademarks.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will indemnify and hold you harmless from any expense or liability arising from your use of the Marks in accordance with the Franchise Agreement and the Operations Manual.

You must promptly notify us in writing of any claim, demand, or suit against you or your principals in connection with your use of the Marks. We have the right to select legal counsel and to control the proceedings. In certain cases, as described in Section 8.5 of the Franchise Agreement, we will indemnify and hold you harmless from all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark; provided that (a) your use is and has been in accordance with the terms of the franchise agreement and such other terms as may be specified by us, and (b) you notify us of the proceeding or alleged infringement in a timely manner and you have complied with our directions regarding the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel or for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we and/or any of our parents, affiliates, successors or assigns challenges your use of a Mark.

You must modify or discontinue the use of a trademark if we modify or discontinue it at your own cost. You may not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

We do not know of any superior rights or infringing uses that could materially affect your use of our principal trademarks.

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

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

There are no current or pending patents that are material to your franchise. There are no pending patent applications that are material to your franchise. Although we have not filed an application for a copyright registration for the Operations Manual, we claim a copyright in it.

There are no current material determinations of the United States Patent and Trademark Office, the United States Copyright Office, or any court regarding any patents or copyrights material to the franchised business.

As of the date of this Disclosure Document, we do not know of any patent or copyright infringement that could materially affect the franchised business.

Confidential Information

We have developed certain trade secrets and other confidential information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a Studio. We may provide our trade secrets and other confidential information to you during training, in the Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your Studio. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the Studio. You are responsible for enforcing the confidentiality provisions as to your employees. Certain individuals with access to trade secrets or other confidential information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the form of confidentiality and restrictive covenant agreement attached to the Franchise Agreement. We and our affiliates will be a third-party beneficiary with the independent right to enforce all such agreements. All ideas, concepts, techniques or materials concerning your Studio and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development, if requested.
Your use of the Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the

Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in Item 17.

ITEM 15

OBLIGATION TO PARTICIPATE IN OPERATION OF THE FRANCHISE BUSINESS

We require that at least one principal be personally involved in the supervision and oversight of the franchised business. Whenever open for business, the Studio must be directly supervised on site by you or a general manager who has successfully completed our Initial Training program to our satisfaction and is KickHouse™ Certified (the "**General Manager**"). The General Manager must be a full-time employee with a minimum of 20 hours per week at the Studio location. The General Manager cannot have an interest in or business relationship with any of our business competitors. The General Manager need not have an ownership interest in your corporation, limited liability company or partnership. You must require the General Manager and all employees to sign a confidentiality agreement and a non-compete agreement.

Each of the principals of your entity must sign the Franchise Agreement assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement and must sign a written agreement to maintain confidentiality of the trade secrets described in **Item 14** and to comply with the covenants not to compete described in **Item 17**.

Each of the principals of your entity, if any, must sign the Personal Guaranty and Subordination Agreement assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement. We may, if needed to satisfy our standards of creditworthiness or to secure the obligations made under the Franchise Agreement, require your spouse, or the spouse of the principals of your entity to sign the Personal Guaranty and Subordination Agreement.

"Principal" means, for purposes of this **Item 15**, anyone having an ownership or beneficial interest in your entity(s).

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those goods and services that we have approved (see **Item 8**). You must offer all goods and services that we designate and may not offer any non-approved good or service. We reserve the right, in our sole discretion, to change the types of authorized goods and services. There are no contractual limits on our right to make changes. We may act as sole supplier of goods and services to you. We may profit on the sale of goods and services to you. Currently, you are obligated to offer the KickHouse program in accordance with our System standards and specifications, including the Manual. It is your responsibility to ensure that you operate your Studio in accordance with all applicable laws, rules and regulations, including those pertaining to any and all products, services, promotions, awards, prizes offered, promoted or provided to your Studio's members.

You may sell goods and services to any person at your Studio, so long as that person may lawfully purchase such goods and services.

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 or other agreement	Summary
a. Length of the franchise term	Section 4.6.1. of the Franchise Agreement ("FA")	10 years from the Effective Date
b. Renewal or extension of the term	Section 4.6.2. of the FA	If you are in good standing, you can add one additional term of 10 years (or the length of your then-current lease term, whichever is shorter) with payment of any franchise extension or renewal fee that is in effect at the time of renewal. The current renewal fee is $20,000.
c. Requirements for franchisee to renew or extend	Section 4.6.2. of the FA	Good standing, timely notice, pay any then-current renewal fee. Upon renewal, you may be asked to sign a new Franchise Agreement that may contain materially different terms and conditions than your original contract/Franchise Agreement in this Disclosure Document, be current in payments, and sign release; modernize Studio to meet then-current standards.
d. Termination by franchisee	None	Unless otherwise provided by applicable state law.
e. Termination by us without cause	None	
f. Termination by us with cause	Section 10.2. of the FA	We can terminate only if you default.

g. "Cause" defined – curable defaults	Section 10.2.2., 10.2.3. of the FA	You have 30 days to cure noticed curable defaults other than non-payment of fees. You have 5 days to cure non-payment of fees.
h. "Cause" defined – non-curable defaults	Section 10.2.1. of the FA	Non-curable defaults: misuse of trademarks, breach of non-competition, unauthorized transfer, material misrepresentation, lack of prior written consent when required, abandonment, repeated defaults even if cured, threat to public health or safety, bankruptcy, plead guilty, repeated defaults, no contest to or conviction of a felony, or engage in conduct which reflects materially and unfavorably on the goodwill associated with the Marks, System or Trade Name, use of unauthorized marks. *The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 USC §101 et seq).*
i. Franchisees obligations on termination/non-renewal	Section 10.3. of the FA	Obligations include final accounting, complete de-identification, our option to purchase assets, our option to assume your real estate lease, and payment of amounts due (also see r. below).
j. Assignment of contract by us	Section 9.6. of the FA	No restriction on our right to assign. There is no restriction on our right to assign.
k. "Transfer" by franchisee – definition	Section 3.20. of the FA	Includes transfer of contract or assets; any ownership change.
l. Our approval of transfer by franchisee	Section 9 of the FA	We have the right to approve all transfers.
m. Conditions for our approval of transfer	Section 9.4. and 9.5. of the FA	New franchisee qualifies, payment of all of your outstanding debts to us, cure of any defaults, current agreement signed by new franchisee or assumption of current agreement, transfer fee paid, training completed, and release signed by you and your Related Parties.

n. Our right of first refusal to acquire franchisee's business	Section 9.3. of the FA	We or our designee can match any offer for your business.
o. Our option to purchase franchisee's business	Section 9.3. of the FA	We or our designee may, but are not required to, purchase your inventory and equipment at the lesser of fair market value or depreciated value if franchise is terminated for any reason.
p. Death or disability of franchisee	Section 9.6. of the FA	Heirs or beneficiaries must demonstrate, within 60 days, ability to operate franchise. Otherwise, franchise must be assigned by estate to approved buyer within 6 months.
q. Non-competition covenants during the term of the franchise	Section 8.6.1. of the FA	Unless otherwise provided by applicable state law, No competing business during the Term. No involvement in a competing business. No actions that are prejudicial or injurious to the goodwill associated with the Marks.
r. Non-competition covenants after the franchise is terminated or expires	Section 8.6.2. of the FA	Unless otherwise provided by applicable state law, no competing business for 1 year (a) at the Studio location; (b) within 10 miles of current location; or (c) within 10 miles of another Studio. No involvement with a franchise system that offers or sells franchises for the right to open or operate competing businesses within the United States for a 1-year period.
s. Modification of agreement	Section 11.4. of the FA	No modification generally unless on consent of both parties, but Operations Manual subject to change.
t. Integration/merger clause	Section 11.6. of the FA	Only the terms of the franchise agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. See Note 1. Notwithstanding the foregoing, nothing in any

		agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Section 11.7., 11.8. of the FA	With the exception of certain actions by us, all claims must first be mediated prior to arbitration or litigation. Except for certain claims, all disputes must be arbitrated in JAMS. The arbitration will occur with each respective party paying their own costs. Subject to applicable state law.
v. Choice of forum	Section 11.2. of the FA	Subject to applicable state law, Texas. Arbitration must be in Texas. Litigation must be in Texas.
w. Choice of law	Section 11.2. of the FA	Subject to applicable state law, Texas law applies.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise, though we may choose to do so in the future in our sole discretion.

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

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 the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting KickHouse Fitness, LLC, Attn: Chief Executive Officer, Jessica Yarmey, 931 Lexington Dr., Rockwall. Texas 75087. Tel: 703-568-2129, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years ~~2018~~2019 to 2021~~2020~~

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised Outlets	2019~~2018~~	0	0	0
	2020~~2019~~	0	~~0~~2	~~0~~+2
	2021~~2020~~	~~0~~2	~~3~~29	+~~3~~27
Company-Owned	2019~~2018~~	0	0	0
	2020~~2019~~	0	0	0
	2021~~2020~~	0	~~0~~1	~~0~~+1
Total Outlets	2019~~2018~~	0	0	0
	2020~~2019~~	0	~~0~~2	~~0~~+2
	2021~~2020~~	~~0~~2	~~3~~30	+~~3~~28

Table No. 2
Transfers of Outlets From Franchisees
To New Owners
(Other Than The Franchisor)
For years ~~2018~~2019 to ~~2020~~2021

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Total	2019~~2018~~	0
	~~2019~~2020	0
	2021~~2020~~	0

Table No. 3
Status of Franchised Outlets
For Years ~~2018~~2019 to ~~2020~~ 2021

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
AZ	2021~~20 18~~	0	~~0~~1	0	0	0	0	~~0~~1

CA		2019	0	0	0	0	0	0	0
		2020	0	10	0	0	0	0	10
CA		20182021	0	08	0	0	0	0	07
CO		2019	0	0	0	0	0	0	0
		2020	0	71	0	0	0	0	71
CO		20182021	01	03	0	0	0	01	03
IL		2019	0	0	0	0	0	0	0
		2020	0	40	0	0	0	0	40
IL		20182021	0	02	0	0	0	0	02
MD		2019	0	0	0	0	0	0	0
		2020	0	20	0	0	0	0	20
MD		2018	0	0	0	0	0	0	0
		2019	0	0	0	0	0	0	0
		20202021	0	4	0	0	0	0	4
MO		2018	0	0	0	0	0	0	0
MO		2019	0	0	0	0	0	0	0
		2020	0	1	0	0	0	0	1
NY		20182021	01	0	0	0	0	0	01
NY		2019	0	0	0	0	0	0	0
		2020	0	10	0	0	0	0	10
OH		20182021	0	01	0	0	0	0	01
OH		2019	0	0	0	0	0	0	0
		2020	0	10	0	0	0	0	10
PA		20182021	0	01	0	0	0	0	01
PA		2019	0	0	0	0	0	0	0
		2020	0	30	0	0	0	0	30
TX		20182021	0	03	0	0	0	0	03
TX		2019	0	0	0	0	0	0	0

	2020	0	~~3~~0	0	0	0	0	~~3~~0
~~VA~~	~~2018~~20 21	0	~~0~~4	0	0	0	0	~~0~~4
WA	2019	0	0	0	0	0	0	0
	2020	0	~~2~~0	0	0	0	0	~~2~~0
~~WA~~	~~2018~~20 21	0	~~0~~1	0	0	0	0	~~0~~1
VA	2019	0	0	0	0	0	0	0
	2020	0	~~1~~0	0	0	0	0	~~1~~0
	2021	0	0	0	0	0	0	0
Total	2019~~20 18~~	0	0	0	0	0	0	0
	~~2019~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	2020	0	~~31~~2	0	0	0	0	~~31~~2
	2021	2	28	0	0	0	1	29

Table No. 4
Status of Company-Owned Outlets
For Years ~~2018~~2019 to ~~2020~~2021

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets sold to franchisees	Column 8 ~~-~~Outlets at End ~~-~~ of the year
Total	~~2018~~2019	0	0	0	0	0	0
	2020~~2019~~	0	0	0	0	0	0
	~~2020~~2021	0	~~0~~1	0	0	0	~~0~~1

Table No. 5
Projected Openings as of December 31, ~~2020~~2021

Column 1 State	Column 2 Franchise Agreements Signed But Outlets Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company – Owned Outlets in the Next Fiscal Year
California	0	~~10~~2	0
Colorado	0	~~6~~1	0
Hawaii	0	1	
Illinois	0	~~3~~1	0
Maryland	0	~~5~~1	0
Michigan	0	~~2~~0	0
Missouri	0	1	0
New York	0	~~4~~0	0
Ohio	0	~~1~~0	0
Pennsylvania	0	~~4~~1	0
South Carolina	0	~~1~~0	0
Texas	0	~~6~~1	0
Utah	0	~~1~~0	
Washington	0	~~3~~0	0
Virginia	0	~~4~~2	0
Total	~~0~~	~~5~~11	0

Notes to Tables 1 - 5:

Note 1: All numbers are as of the fiscal year ending on December 31st for each year.

Exhibit C lists the names of all current franchisees and the addresses and telephone numbers of their Studios as of December 31, ~~2020~~2021.

Exhibit D lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had a Studio terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three years, no franchisees have signed confidentiality clauses. In some instances, we may ask a current or former franchisees sign provisions restricting their ability to speak openly about their experience with KickHouse Fitness, LLC. 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. If you buy this franchise, your contact information may be disclosed to other buyers.

We do not know of any trademark-specific franchisee organization associated with the franchise system being offered. Currently, there are no franchisee organizations we have created, sponsored or endorsed. However, we reserve the right to do so in the future.

ITEM 21
FINANCIAL STATEMENTS

THE FOLLOWING FINANCIAL STATEMENTS ARE ATTACHED TO THIS DISCLOSURE DOCUMENT AS EXHIBIT B:

Our Audited Financial Statements Dated for the year ended December 31, 2021, and the period from July 14, 2020 (inception) through December 31, 2020.

We are a start-up franchisor and have not been in business for three years or more. Therefore, we cannot include audited financial statements for the previous three fiscal years.

Our fiscal year end is December 31.

ITEM 22
CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in **Exhibit A**. These include:

Franchise Agreement and the following exhibits:

Exhibit 1 - Approved Territory
Exhibit 2 - Authorization Agreement for Prearranged Payment
Exhibit 3 - Conditional Assignment of Telephone Numbers
Exhibit 4 - Nondisclosure and Noncompetition Agreement
Exhibit 5 - Personal Guaranty and Subordination Agreement
Exhibit 6 - Statement of Ownership Interest in Franchisee
Exhibit 7 – Assignment & Assumption Agreement
Exhibit 8 – Collateral Assignment of Lease

ITEM 23

RECEIPTS

Attached as **Exhibit J** of this disclosure document is a list of the State Effective Dates for each registration state. Attached as **Exhibit K** are duplicate Receipts to be signed by you. You should sign both copies of the Receipt. Keep one for your records and return the other one to us at the following address:

Attention:
KickHouse Fitness, LLC
931 Lexington Dr., Rockwall. Texas 75087
Telephone: (703-568-2129)

The duplicate is for your records.

Exhibit A

Franchise Agreement and Exhibits

KICK
HOUSE

FRANCHISE AGREEMENT

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KICKHOUSE FITNESS, LLC FRANCHISE AGREEMENT

PARTIES

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into on this _____ day of _____, 20___ (the "Effective Date"), by and between KickHouse Fitness, LLC, a Delaware limited liability company with its principal place of business at 931 Lexington Dr., Rockwall, Texas 75087 ("KickHouse Fitness", "Franchisor", or "we", "us" or "our"), and _____ _____, [an individual] [individuals] [a corporation] [a partnership] [a limited liability company], with an address at _____ (collectively, "You" or "Franchisee").

RECITALS

Ownership of System

KickHouse Fitness and/or its affiliates is the owner of certain intellectual property rights, trade names, service marks, trademarks, logos, emblems, and indicia of origin, including but not limited to the following service marks: "KickHouse". KickHouse Fitness has spent a considerable amount of time, effort, and money to construct and continues to develop, use and control business methods, technical knowledge, marketing concepts, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, and uniforms, and employee training techniques that, taken together, make up a proprietary system (the "System") for the operation of group training Studios (each a "Studio" or a "KickHouse Studio").

Objectives of Parties

You desire to enter into the business of operating a Studio under the System using the Trade Name and Marks (as those terms are defined in Section 3, below), and You wish to obtain from KickHouse Fitness, and KickHouse Fitness wishes to grant to You, a franchise for that purpose.

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

Approved Location

"Approved Location" means the street address of the physical location approved in writing by KickHouse Fitness for the operation of Your~~your~~ single KickHouse Studio under this Agreement, which shall be set forth in Exhibit 1 to this Agreement.

Approved Territory

"Approved Territory" means the area set forth in Exhibit 1 to this Agreement.

Designated Manager

"Designated Manager" means Franchisee (if an individual, the Operating Principal ~~(~~if Franchisee is a legal entity) or the person whom You have appointed as general manager of the KickHouse Studio who has successfully completed Initial Training to our satisfaction.

Enrollment

"Enrollment" means the sales drive that occurs before You open Your business; it typically begins at the start of the construction of Your KickHouse Studio or no later than sixty (60) days prior to opening Your KickHouse Studio and continues for a period of approximately 3 months, depending upon how long construction of Your KickHouse Studio takes. "Enrollment" also means any subsequent enrollment by Your~~your~~ Members.

Franchise Network

"Franchise Network" means the interdependent network composed of KickHouse Fitness, all KickHouse Studios, all of our franchisees, KickHouse Fitness's Related Parties, and any other persons or business entities that KickHouse Fitness or its Related Parties has licensed to use the Trade Name, Marks, System or any of them.

Good Standing

"Good Standing" means timely compliance by You and Your Related Parties with all provisions of this Agreement and the Manual, specifically including provisions for timely payment of amounts You owe to KickHouse Fitness or its Related Parties and full compliance with all requirements for the operation of the KickHouse Studio set forth in the Manual.

Gross Sales

"Gross Sales" means the total amount of all revenue derived from operating the franchised business, including, but not limited to, all revenues received by You and Your Related Parties for all services and sales, including member enrollment, member dues, and any other goods or services sold during the course of operating the franchise, including but not limited to cash, check, credit card, rewards bucks, barter or trade, in whole or in part, excluding any amounts collected for state and local sales taxes from the Studio or in connection with the Trade Name or Marks.

Manual

"Manual" or "Operations Manual" means the Confidential Policies and Operations Manual and various other confidential manuals and/or written materials relating to the operation of the Franchised Business that KickHouse Fitness lends to You~~you~~, or authorizes You~~you~~ to use, during the Term, including but not limited to any supplemental bulletins, e-mails, text messages, notices, revisions, modifications or amendments thereto (collectively, the "Manual"), all of which may be changed by KickHouse Fitness at any time in the future. Without limiting the foregoing, the Manual may include specifications relating to use of the Marks, the System, required services, customer service techniques, staffing requirements, forms and requirements for the establishment and operation of the Franchised Business, and administration issues and procedures.

Marks

"Marks" means the marks "KickHouse™", and such other trademarks, service marks, trade names, logos, trade dress, slogans and commercial symbols, including any modifications, additions and/or replacements thereto, as designated by KickHouse Fitness in writing.

KickHouse Fitness

"KickHouse", or "KickHouse Fitness" or "Franchisor" means KickHouse Fitness, LLC, or any person or entity to which KickHouse Fitness allocates all or part of its rights and obligations under this Agreement.

Marketing Fund

"Marketing Fund" or the "Fund" means the marketing fund established by KickHouse Fitness for purposes of increasing brand awareness.

KickHouse Certified

"KICKHOUSE Certified" means that You~~you~~ have successfully completed all training we designate in the Manual and You~~you~~ are CPR and AED Certified.

The KickHouse Studio

The "Studio" or the "KickHouse Studio" means the single franchise business that KickHouse Fitness has authorized You to conduct under the Trade Name, Marks, and System solely at the Approved Location, under and in compliance with this Agreement.

Proprietary Product

"Proprietary Product" means any product that is composed of or in accordance with KickHouse Fitness's specifications or that bears or has been labeled with any of the Marks.

Proprietary Service

"Proprietary Service" means any service that is composed of or in accordance with KickHouse Fitness's specifications or that bears or has been labeled with any of the Marks.

Related Party

"Related Party" or "Related Parties" means persons and companies affiliated with KickHouse Fitness or You, as the context indicates, including, but not limited to, owners, general partners, limited partners, shareholders, or members, owning an interest in: (i) KickHouse Fitness or in You; (ii) corporations, limited liability companies or other business entities in which KickHouse Fitness or You have an interest; (iii) corporations, limited liability companies, or other business entities in which any person or entity owning an interest in You also has an interest; or (iv) officers, directors, members or agents of KickHouse Fitness or of You.

Start Date

"Start Date" means the earlier of _____ *[agreed-upon deadline]* or the date when Your KickHouse Studio begins Enrollment.

Termination

"Termination" means the expiration of the Term of this Agreement; the non-renewal of this Agreement; or the termination of this Agreement under the circumstances described in Section 10 of this Agreement before the expiration of the Term.

Trade Name

"Trade Name" means the commercial name "KickHouse™", or such other names as designated by KickHouse Fitness.

Transfer

"Transfer" means any direct or indirect transfer, pledge, encumbrance, hypothecation, mortgage, sublicense, transfer through bequest or inheritance, transfer in trust, transfer in divorce, transfer by operation of law or by any other means, assignment, sale, gift, or other disposition or change in ownership: (i) of all or any part of the rights and obligations of this Agreement or any rights or privileges incidental to this Agreement; (ii) in the KickHouse Studio, including any fitness or training Studio operated in connection therewith; or (iii) in You. Without limiting the foregoing, if You are a partnership, then one or more transactions (regardless of whether or not they are related) in which there is any change in the rights to Your capital or profits will be considered to be a Transfer; if You are a corporation, limited liability company or other business entity, then one or more transactions (regardless of whether or not they are related) in which there is any change in the economic ownership, control and/or beneficial ownership in You or of Your stock or membership interests, as applicable, will be considered to be a Transfer.

You

"You" means the person or entity that is named as "You" in Section 1 of this Agreement. In addition, "You" means all persons or entities that succeed to Your interest by Transfer, other transfer, or operation of law.

3.22.~~5~~ Operating Principal

"Operating Principal" means the Franchisee if Franchisee is an individual. If the Franchisee is more than one individual or is a legal entity such as, but not limited to, a partnership, limited liability company or corporation, the term "Operating Principal" means the person(s) having an ownership or beneficial interest in Franchisee who will be personally and regularly involved in the day to day management and operations of Franchisee's KickHouse™ Studio.

NOW, THEREFORE, the parties agree as follows:

GRANT OF FRANCHISE

Granting Clause

KickHouse Fitness grants to You the right, and You hereby undertake the obligation, upon the terms and conditions set forth in this Agreement: (a) to establish and operate a single KickHouse Studio at the Approved Location from which You shall offer all of the products, services, classes and programs designated by KickHouse Fitness, and (b) to use, solely in connection therewith, the Trade Name, Marks and System in strict conformance with this Agreement and KickHouse Fitness's quality control standards and specifications, as they may be changed, improved, and further developed from time to time. You shall

not engage in any other business at the Approved Location, nor shall any other business be conducted at the Approved Location by a third party, without the prior written consent of KickHouse Fitness.

Location

If You~~you~~ have not secured an Approved Location as of the Effective Date, You~~you~~ shall, at Your~~your~~ sole cost and expense secure an approved site for the KickHouse Studio in accordance with Section 7.2 of this Agreement. It is Your~~your~~ sole responsibility to locate and purchase and/or lease a site for the Studio. In no event shall the Studio be less than 2,200 square feet without the prior written consent of KickHouse Fitness. You may not establish Your Studio or engage in business activities anywhere but the Approved Location. You may not establish any other business at the Approved Location. You may not sublease space at the Approved Location to any third party without our prior written consent. You may not market to customers outside of Your Approved Territory, or engage in mail order, Internet, or any other sales except with KickHouse Fitness's prior written approval and, if required by KickHouse Fitness, as part of KickHouse Fitness's coordinated marketing effort.

Approved Territory

During the term of this Agreement, and except as otherwise provided in this Agreement, KickHouse Fitness agrees that it shall not establish, nor license any other person to establish, another Studio at any location within Your Approved Territory. If You~~you~~ do not have an Approved Location for Your Studio when You~~you~~ sign this Agreement, once You~~you~~ secure an Approved Location in accordance with the terms of this Agreement, KickHouse Fitness will designate Your~~your~~ Approved Territory and Exhibit 1 to this Agreement will be updated to reflect the Approved Location and Approved Territory.

Rights Reserved

KickHouse Fitness retains all rights that are not expressly granted to You~~you~~ under this Agreement. Without limiting this broad retention, and without granting You any rights therein, KickHouse Fitness shall have the right to:

(a) establish, own, or operate, and license others to establish, own or operate Studios and any other business under the Marks or any other trademark outside of Your~~your~~ Approved Territory;

(b) establish, own or operate, and license others to establish, own or operate, other businesses under other systems using the Marks or any other trademark outside of Your~~your~~ Approved Territory;

(c) offer, sell, operate, distribute and/or license others to sell, operate and distribute, through franchised or non-franchised businesses, at wholesale or retail, within and outside the Approved Territory: (i) branded goods, (ii) services we have not licensed You~~you~~ to offer or sell through Your~~your~~ Studio, and/or (iii) goods and services under trademarks other than the Marks;

(d) offer, sell, rent and/or distribute any products or services under the Marks or any other trademark through alternative channels of distribution, including through the Internet, to any purchaser (including, but not limited to, sales made to purchasers in the Approved Territory through retail establishments, mail order, independent distributors, wholesale distribution, phone order, and on the Internet, and/or sales to delivery customers), except that KickHouse Fitness shall not do so from a KickHouse Studio located inside the Approved Territory; and/or

(e) merge with, acquire or be acquired by any business of any kind under other systems and/or other marks, which business 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 retail, within and outside the Approved Territory. If we acquire or merge with another system with businesses operating within the Approved Territory, we will not license the businesses operating in Youryour Approved Territory to operate under the Marks without Youryour consent.

(f) We and/or our affiliates and licensees, may operate a temporary location, trade show booth or similar type location for a limited period of time (not to exceed 15 consecutive days without Youryour written consent) within Youryour Approved Territory and we are not required to pay Youyou any compensation relating to these activities.

(g) Special Venues. We reserve the right to establish and operate, or license others to establish and operate, Studios in "Special Venues", including Special Venues located in Youryour Approved Territory. The term "Special Venues" shall mean non-traditional venues, including, without limitation, schools and universities, corporate offices, police departments, fire departments, hospital and health care institutions, government institutions and facilities, and military installations.

Relocation

At KickHouse Fitness's option, You may relocate the Studio, with KickHouse Fitness's prior written consent, if all of the following conditions are met:

(a) You and Your Related Parties are in Good Standing under this Agreement, any other Agreement between KickHouse Fitness or KickHouse Fitness's Related Party and You, and You and Your Related Parties are in compliance with all provisions of the Manual;

(b) You and any of Your Related Parties that have signed this Agreement have agreed to cancel this Agreement and execute a new Franchise Agreement in the form that is currently effective at the time of relocation (with a term equal to the then-remaining term of this Agreement);

(c) You agree to construct, equip and furnish Your Studio so that it meets the standards of appearance and function applicable to new Studios at the time of relocation; and

(d) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to KickHouse Fitness, of any and all claims against KickHouse Fitness and its Related Parties, affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between You and KickHouse Fitness and its affiliates, and federal, state, and local laws and rules; and

(e) You may cease to operate the Studio for no more than one (1) day only for the purposes of moving equipment from the old Approved Location to the new Approved Location for the Studio; and

(f) You pay us a Relocation Fee of Twenty Thousand Dollars ($20,000) prior to relocation.

Term and Renewal

Initial Term

Except as otherwise provided herein, the initial term of this Agreement shall commence on the Effective Date and shall expire ten (10) years from the Effective Date, unless sooner terminated by KickHouse Fitness in accordance with the terms of this Agreement (the "Initial Term" or "Term").

Renewal

You shall have the option to renew this Agreement for one (1) additional term of ten (10) years or for Your then-current lease term, whichever is shorter, subject to the following conditions, all of which shall be met before renewal:

(a) You and Your Related Parties are in Good Standing under this Agreement, any other Agreement between KickHouse Fitness or KickHouse Fitness's Related Parties and You, and You and Your Related Parties are in full compliance with the Manual;

(b) You shall give KickHouse Fitness written notice of Your election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the initial term;

(c) You and any Related Parties that have signed this Agreement shall sign a copy of the then-current Franchise Agreement (amended to indicate that it is not subject to renewal) not more than thirty (30) days after You receive the signature-ready copy of the then-current Franchise Agreement from KickHouse Fitness; You~~you~~ must sign the then-current Franchise Agreement before this Agreement expires;

(d) You shall have paid KickHouse Fitness's then-current renewal fee to KickHouse Fitness;

(e) You shall, before the beginning of the renewal term, at Your own expense, remodel and modernize the Studio, replace the equipment and signs, and purchase such additional signs, furniture, fixtures, and equipment as KickHouse Fitness designates such that the Studio meets KickHouse Fitness's then-current standards of appearance and function at the time of renewal; and

(f) You and Your Related Parties that are parties to this Agreement shall execute a general release, in a form satisfactory to KickHouse Fitness, of any and all claims You and Your Related Parties may have against KickHouse Fitness and its Related Parties, subsidiaries, affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between You and KickHouse Fitness and its affiliates, and federal, state, and local laws and rules.

The provisions of the standard franchise agreement in use by KickHouse Fitness at the time of renewal may be materially different than those contained in this Agreement, including, but not limited to, provisions for increased royalties, marketing fees and obligations, and other fees, reduced territory size, and restrictions on products and services. You hereby acknowledge and agree that Your right to renew shall be contingent upon Your acceptance of all provisions of the then-current Franchise Agreement.

SERVICES TO FRANCHISEE

KickHouse Fitness agrees to perform the following services for You provided that You are, at the time when service is to be rendered, in Good Standing under this Agreement, any other agreement with KickHouse Fitness and KickHouse Fitness's Related Parties, and You are in full compliance with the Manual.

KickHouse Studio Layout and Interior Decoration

KickHouse Fitness will make available prototype or sample plans and specifications for one or more existing Studios to guide You in designing, furnishing and equipping Your Studio. You shall, at Your own expense, tailor the plans and specifications provided by KickHouse Fitness for Your individual use and then submit the customized plans and specifications to KickHouse Fitness for written approval, which will not be unreasonably withheld.

KickHouse Fitness's approval shall be limited to conformance with KickHouse Fitness's prototype and sample plans and shall not relate to Franchisee's obligations with respect to any federal, state and local laws, codes and regulations including but not limited to any applicable provisions of the Americans with Disabilities Act (the "**ADA**") regarding the construction, design and/or operation of the Studio, which subjects shall be Your sole responsibility.

You shall comply with all federal, state and local laws, codes and regulations, including the applicable provisions of the ADA regarding the construction, design and operation of the Studio. You are responsible for obtaining all zoning permits, classifications and clearances which may be required by state or local laws, ordinances, or regulations or which may be necessary or advisable owing to any restrictive covenants relating to Your location. After Youyou obtain all applicable approvals and clearances, You shall obtain all permits and certifications required for the lawful construction and operation of the Studio.

Training

Initial Training

Before Youyou open Your Studio, KickHouse Fitness will conduct an initial training program concerning the operation of the Studio under the System for Franchisee (or, if an entity, Franchisee's Operating Principal) and all managers at no additional charge provided all trainees attend the initial training program at the same time. If any of Youryour required trainees wish to attend training at different times, Youyou must pay our then-current hourly training fee for each individual who is trained separately. If You request, and we agree, that (a) we provide initial training to any of Youryour required trainees at different times or (b) we provide the initial training program at Youryour Studio instead of at the training location we have designated, Youyou must pay us an additional training fee set forth in Section 6.10. In addition, if any required trainee fails initial training, he/she/they must retake initial training and You must pay our then-current additional training fee set forth in Section 6.10 for each individual who failed training. You are responsible for Youryour own expenses and those of Youryour employees who attend Initial Training. You shall pay any costs of travel, lodging, meals and other incidental expenses that You or Your employees incur.

Your Operating Principle and all of Youryour managers shall attend and successfully complete the initial training program to the satisfaction of KickHouse Fitness and shall become KickHouse Certified, before You may open the Studio. Initial training must successfully be completed by all required trainees at least thirty (30) days prior to opening Youryour Studio.

All managers, regardless of when they are hired, must complete the initial training program. In the event that You hire a manager after the initial training program referenced in this Section 5.2.1 has been conducted, Youyou shall notify KickHouse Fitness and request that we provide training to Youryour new manager. You shall pay us the Training Fee set forth in Section 6.10 for each manager that requires training and You shall be responsible for the costs of travel, lodging, meals and other incidental expenses that Your employees incur.

Continuing Education

In an effort to maintain brand standards and to protect and enhance the goodwill associated with the System and the Marks, KickHouse Fitness may offer ongoing training and education programs on the operation and promotion of the Studio, the development and sale of products and services, and other matters relating to the Studio on an optional or mandatory basis, as it deems appropriate in its sole discretion. You shall attend and complete all such continuing education programs we require. You are responsible for Your own expenses and those of Your employees who attend any training or educational program that we require. You must reimburse us for any costs we incur to train Youyou. You must complete all education and training programs KickHouse Fitness designates to KickHouse Fitness's satisfaction.

5.2.3. Conferences

KickHouse Fitness may, in its sole and absolute discretion, require Youyou to attend a conference no more than once per calendar year during the Term. You shall attend all such conferences that KickHouse Fitness requires. You are responsible for Youryour own expenses and those of Youryour employees who attend any such conferences. KickHouse Fitness may require Youyou to pay a fee of up to $500 per attendee to attend each annual conference. This fee will be due and payable to KickHouse Fitness or applicable third party no less than one week prior to the start of the conference.

Periodic Advisory Assistance

KickHouse Fitness may, as it deems advisable in its sole and absolute discretion, provide periodic advisory assistance to You concerning the operation and promotion of the Studio. KickHouse Fitness may, in its sole discretion, develop new products, services, or methods for use or sale by You.

Manual

Before Youyou open Youryour Studio, KickHouse Fitness will lend You a copy of the Manual, which may contain explicit instructions for use of the Marks, specifications for goods that will be used in or sold by the Studio, sample business forms, information on marketing, management, and administrative methods developed by KickHouse Fitness for use in the Studio, names of approved suppliers, and other information that KickHouse Fitness believes may be necessary or helpful to You in Your operation of the Studio. KickHouse Fitness may revise the Manual periodically, at any time, at its sole discretion, for any reason, including to conform to the changing needs of the Franchise Network. KickHouse Fitness will notify Youyou of changes to the Manual in writing. In lieu of a "hard copy" of the Manual, KickHouse Fitness may make the Manual available to You in electronic form. It may be provided to Youyou through a password protected portion of KickHouse Fitness's intranet or other computer data system, or provided through another electronic format. KickHouse Fitness will notify You of any updates to the Manual. You are responsible for immediately downloading and complying with the revised Manual.

Advertising

KickHouse Fitness may, but is not required to, provide You~~you~~ with electronic access to certain marketing materials. These materials may include video and audiotapes, copy-ready print advertising materials, posters, banners and miscellaneous point-of-sale items. KickHouse Fitness reserves the right to change the format in which it provides these materials to You~~you~~ in the future.

Approved Suppliers

KickHouse Fitness has the absolute right to limit the suppliers with whom You~~you~~ may deal. KickHouse Fitness will provide You with a list of the names and addresses of the approved suppliers who then currently meet KickHouse Fitness's standards and specifications. The current list of approved suppliers may be provided to You~~you~~ in the Manual, or in another written format. In advising You of suppliers that meet its standards and specifications, **KickHouse Fitness expressly disclaims any warranties or representations as to the condition of the goods or services sold by the suppliers, including, without limitation, expressed or implied warranties as to merchantability or fitness for any intended purpose.** You agree to look solely to the manufacturer or the supplier of equipment or service for the remedy for any defect in the good or service. KickHouse Fitness reserves the right to change the list of approved suppliers in its sole and absolute discretion at any time upon written notice.

KickHouse Fitness and/or its affiliates may receive payments and/or other compensation from approved suppliers in any form on account of such suppliers' dealings with You and/or other franchisees; and KickHouse Fitness and/or its affiliates may use all amounts it receives for any purpose KickHouse Fitness and/or its affiliate deems appropriate. You acknowledge and agree that KickHouse Fitness shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments and benefits (collectively, "**Allowances**") offered by suppliers to You or to KickHouse Fitness or its affiliates based upon Your purchases of goods and services. You assign to KickHouse Fitness or its designee all of Your right in, title to and interest in any and all such Allowances. You authorize KickHouse Fitness or its designee to collect and retain any and all such Allowances without restriction.

KickHouse Fitness may, from time to time, revoke its approval of particular items, services, products and suppliers in its sole and absolute discretion. Upon receipt of notice of revocation, You shall immediately cease to offer, sell or use any disapproved item, product, or service, and You shall immediately cease to purchase the disapproved item, product or service from the disapproved supplier.

Without limiting the foregoing, to maintain member records consistent with other Studios, You shall use the commercial billing service, computer software and programs that KickHouse Fitness designates from time to time.

PAYMENTS BY FRANCHISEE

Initial Fees.

Initial Franchise Fee~~.~~

When You sign this Agreement, You shall pay KickHouse Fitness (a) an initial franchise fee of Fifty Thousand Dollars ($50,000.00) for new studios or (b) an initial franchise fee of Twenty-Five Thousand Dollars ($25,000) if You are approved by KickHouse Fitness (in its sole discretion) to convert an existing fitness business into a KickHouse™ Studio (both referred to herein as the "Initial Franchise Fee"). Payment of the Initial Franchise Fee must be in cash or another form of payment that will make the

funds immediately accessible to KickHouse Fitness, such as cashier's check or wire transfer. The Initial Franchise Fee is not refundable.

Royalties

You shall pay KickHouse Fitness a continuing monthly royalty fee in amount equal to six percent (6%) of Gross Sales for the previous month (the "Continuing Monthly Royalty Fee").

Method and Application of Payments

You shall pay Youryour continuing monthly royalties, marketing fees, and all other fees Youyou are required to pay to KickHouse Fitness, in accordance with the procedures designated by KickHouse Fitness, which procedures KickHouse Fitness has the discretion to change at any time upon written notice to Youyou. You shall use the commercial billing service and all computer programs and software KickHouse Fitness designates from time to time to process the enrollment of members and legacy enrollment fees, payments, activity and all other fees for all products and services purchased from You. Under the current system, KickHouse Fitness's designated third-party commercial billing service provider receives all payments made to Youyou in connection with the operation of the Studio. The service provider credits to Youryour bank account, on a weekly basis, all payments made to the service provider, less the Continuing Monthly Royalty Fee as set forth in Section 6.2, the Continuing Marketing Fund Fee as set forth in 7.6.3 and the Continuing Monthly Technology Fee as set forth in Section 6.11. This amount retained by the service provider is paid to KickHouse Fitness within 5 days after the expiration of each month. Without limiting the foregoing, Youyou shall instruct the commercial billing service to credit to a bank account KickHouse Fitness designates, all fees due to KickHouse Fitness under this Agreement, including continuing monthly royalties, marketing fees, technology fees, and all other fees and payments, on a monthly basis on the date designated by KickHouse Fitness. Further, You shall require the commercial billing service to allow KickHouse Fitness to access and review all records relating to Your Studio and all of Youryour receivables. At no time will You sell or assign any current or future enrollment fees, legacy enrollment fees, membership dues, charges, and/or activity fees to any other party, without the prior written consent of KickHouse Fitness.

When You sign this Franchise Agreement, You shall also sign an Authorization Agreement for Prearranged Payment, in the form of Exhibit 2 to this Agreement or any other form specified by KickHouse Fitness, to enable KickHouse Fitness to collect Your royalty payments and all other payments and fees due to KickHouse Fitness by electronic funds transfer.

KickHouse Fitness has the right to apply any payment it receives from You to any past due amount You owe to KickHouse Fitness or KickHouse Fitness's Related Parties regardless of how You indicate the payment is to be applied. KickHouse Fitness reserves the right to change the manner in which Youyou pay all fees Youyou are required to pay to KickHouse Fitness at any time upon written notice to Youyou.

When Payments Begin

Unless expressly stated otherwise, Youryour obligation to pay continuing monthly royalties and other fees begins on the earlier of the Start Date of this Agreement, as defined above, or the day Your KickHouse Studio begins Enrollment. If the Start Date is on any day other than the first day of a month, the minimum royalties and marketing fees will be prorated based on the number of days from the Start Date to the last day of the first month under this Agreement.

Audit

KickHouse Fitness has the right during normal working hours to audit Your books and records, including Your tax returns, with respect to the Studio. If an audit discloses an underpayment of royalties, marketing fees, or any other fee payable under this Agreement, You shall immediately pay these amounts to KickHouse Fitness together with accrued interest on the amount underpaid in accordance with Section 6.9 of this Agreement. In addition, if the underpayment exceeds two percent (2%) of the total royalty, marketing, and other fees payable for any period covered under the audit, You shall reimburse KickHouse Fitness for all expenses actually incurred by KickHouse Fitness in connection with the audit, including reasonable attorneys' fees.

Continuing Education Fees and Costs

KickHouse Fitness may, in its sole discretion, require You or Your~~your~~ employees to participating in continuing education programs and/or additional training. You must reimburse KickHouse Fitness for all costs it incurs to provide You~~you~~ with continuing education and additional training. For any training offered by KickHouse Fitness at Your~~your~~ Approved Location, You shall pay any costs of travel, lodging, meals and other incidental expenses that You or Your employees incur. You shall also pay for the cost of business class transportation, lodging, meals, and all other incidental expenses incurred by KickHouse Fitness in connection with any training conducted at Your site and any onsite assistance provided to You~~you~~.

Customized Training Fees and Costs

In addition to the periodic advisory assistance described in Section 5.3, customized training services may, in KickHouse Fitness's sole discretion, be made available to You at Your request by KickHouse Fitness on a per hour fee basis at a rate determined by KickHouse Fitness in the Manual, plus reimbursement of direct costs. You shall promptly pay such customized training fees and reimburse KickHouse Fitness for all incidental expenses incurred by KickHouse Fitness in rendering such services, including, but not limited to, the cost of business class transportation, lodging, meals, and telephone, fax, and courier charges.

Transfer Fees

You shall pay to KickHouse Fitness a transfer fee of three percent (3%) of the transfer transaction value (the "Transfer Fee") as a condition of, and prior to, any Transfer. Notwithstanding the foregoing, if an individual signs this Agreement, KickHouse Fitness will waive Transfer Fee in connection with one transfer from the signatory of this Agreement to a corporate entity formed and wholly controlled by the signatory for the purpose of operating the KickHouse™ Studio.

If KickHouse Fitness refers a potential purchaser for Your Studio (the "Referred Prospect") to You, and You transfer Your~~your~~ business to the Referred Prospect (and/or an entity owned or controlled by the Referred Prospect), You~~you~~ shall pay to KickHouse Fitness a supplemental transfer fee (the "Supplemental Transfer Fee") equal to 20% of the purchase price plus any additional consideration due to You~~you~~ under any and all transfer and sale agreements by and between You~~you~~ and the purchaser. You must pay the Supplemental Transfer Fee on the date on which You~~you~~ close under the transfer and/or sale agreement.

Interest on Late Payments

Any payment not received by KickHouse Fitness when due will bear interest at eighteen percent (18%) per year or at the highest rate allowed by applicable law on the date when payment is due, whichever

is less. Interest charges on late payments are intended to partially compensate KickHouse Fitness for loss of use of the funds and for internal administrative costs resulting from late payment, which would otherwise be difficult to measure precisely. The fact that such charges are imposed shall not be construed as a waiver of KickHouse Fitness's right to timely payment.

Additional Training Fees

If You~~you~~ hire a manager after the Initial Training Program contemplated by Section 5.2.1 has already been conducted, You~~you~~ shall (a) require Your~~your~~ new hire to attend the training program for managers provided by KickHouse Fitness prior to permitting the employee to perform in a managerial capacity and (b) pay us a training fee on a per hour fee basis per employee at a rate determined by KickHouse Fitness in the Manual (the "Training Fee"), plus reimbursement of direct costs (including travel costs incurred by our trainers). You shall also pay us the Training Fee (x) if You~~you~~ request, and we agree in our sole discretion, to provide additional refresher training to Your~~your~~ employees or (y) if, as contemplated by Section 5.2.1, (i) not all of Your~~your~~ required initial trainees attend Initial Training at the same time, (ii) one or more of Your~~your~~ required initial trainees fails to successfully complete the Initial Training Program and must retake the training, or (iii) if You~~you~~ request that we provide the Initial Training Program to You or Your~~your~~ employees at Your~~your~~ Studio instead of at the training location we have designated. The Training Fee is due and payable to KickHouse Fitness before the applicable training session begins. For all additional training activities, You are responsible for Your own expenses and those of Your employees who attend any additional training programs and You must reimburse us for any costs we incur to train You~~you~~.

6.11. Technology Fee

You must pay us our designated monthly technology fee (the "Continuing Monthly Technology Fee") on a monthly basis on the day of the month we specify. You must begin paying us the monthly technology fee when You~~you~~ open Your~~your~~ Studio for business. The monthly technology fee is currently $0 per month; however, this fee is subject to change in our sole discretion at any time in the future.

6.12. Non-Compliance Fees

If You fail to comply with any of Your~~your~~ obligations under this Agreement and we issue You a notice of default (each a "Default Notice"), in addition to any and all other rights and remedies we may have available to us under this Agreement and applicable law, we have the right to assess a Non-Compliance Fee of up to $200 per default against You, which, if assessed, will be due to us and payable by You immediately upon Your receipt of the Default Notice.

6.13. Taxes Imposed on Us

If any taxing authority assesses any taxes against us in connection with our provision of services to You~~you~~ under this Agreement or otherwise in connection with licensing You~~you~~ the right to use the Marks pursuant to this Agreement, we reserve the right to require You~~you~~ to pay to us the total amount of any and all such assessed taxes.

OBLIGATIONS OF FRANCHISEE

Use of Trade Name and Marks

Permitted Use

You may use the Trade Name and Marks only in the operation of the KickHouse Studio within the Approved Territory in accordance with the terms and conditions of this Agreement and subject to the limitations specified by us in the Manual or otherwise in writing. You shall not use the Trade Name or Marks, or the words "KickHouse Fitness" as part of Youryour legal entity name. You may not license any third party to use KickHouse Fitness's Trade Name and Marks. You may not use any other trade name or marks at the Approved Location, or in connection with the KickHouse Studio without the express written consent and direction of KickHouse Fitness.

You are prohibited from using the Trade Name and/or Marks and listing, marketing, advertising, or otherwise promoting Youryour Studio on or through the Internet, any social media site, mobile application, networking website, electronic media, or any emerging or future developed media outlet or platform, including facebook®, Twitter®, LinkedIn®, Living Social®, Instagram®, Groupon®, MySpace®, YouTube®,- Pinterest®,- Foursquare®,- Yelp®,- Google®,- Yahoo®,- or any similar sites, without KickHouse Fitness's prior written consent in each instance. KickHouse Fitness may withhold its consent for any reason and KickHouse Fitness may condition its consent on Youryour compliance with KickHouse Fitness's designated methods, procedures, rules and regulations. You may not post any content on the Internet, electronic media, mobile applications, social media or any future developed media outlet relating to Youryour Studio or the System without: (i) obtaining KickHouse Fitness's prior written consent (which KickHouse Fitness may grant or refuse in its sole and absolute discretion), and (ii) complying with any and all restrictions, terms and conditions KickHouse Fitness imposes. You must comply with any and all policies, terms and conditions KickHouse Fitness designates, including those related to privacy and security. KickHouse Fitness has the right to establish any requirement KickHouse Fitness deems appropriate, including a requirement that Youryour only presence on the Internet will be through one or more web pages that KickHouse Fitness establishes on its website.

KickHouse Fitness has the right to establish a website or other electronic system providing private and secure communications between KickHouse Fitness, its franchisees and other persons and entities that KickHouse Fitness deems appropriate. If KickHouse Fitness requires, Youyou must establish and maintain access to the extranet in the manner KickHouse Fitness designates. KickHouse Fitness may periodically prepare agreements and policies concerning use of any extranet that Youyou must acknowledge and sign.

Changes in Trade Name and Marks

KickHouse Fitness has invested substantial time, energy, and money in the promotion and protection of its Trade Name and Marks as they exist on the Start Date. However, You and KickHouse Fitness recognize that rights in intangible property such as the Trade Name and Marks are often difficult to establish and defend and that changes in the cultural and economic environment within which the System operates or third-party challenges to KickHouse Fitness's rights in the Marks may make changes in the Trade Name and Marks desirable or necessary. KickHouse Fitness therefore reserves the right to change its Trade Name and Marks at any time in its sole and absolute discretion. You agree that You shall promptly conform, at Your own expense, to any and all such changes.

Notwithstanding anything to the contrary contained in this Agreement, Franchisee acknowledges that some Marks in use by KickHouse Fitness are not yet federally protected and therefore do not have the

same legal protection as federally registered trademarks. In the event that such Marks do not receive federal protection, Youyou may, in accordance with this Section 7.1.1, be required to use an alternative Mark at Youryour sole cost and expense.

Advertising Materials

You shall submit to KickHouse Fitness copies of all marketing materials that You propose to use at least two weeks before the first time they are broadcast or published. KickHouse Fitness will review the materials within a reasonable time and will promptly notify You in writing as to whether it approves or rejects them. For purposes of this paragraph, marketing materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if KickHouse Fitness approves specified materials, it may later withdraw its approval in its sole and absolute discretion. Your marketing materials may not include any trade names, trademarks, symbols or logotypes except for the KickHouse Fitness Trade Name and Marks.

Legal Protection

You agree to notify KickHouse Fitness immediately in writing if You become aware of any unauthorized use of KickHouse Fitness's Trade Name, Marks, or System. You shall promptly notify KickHouse Fitness in writing of any claim, demand, or suit against You or against Your principals. You shall promptly notify KickHouse Fitness in writing of any claim, demand, or suit against You or against Youryour principals or Related Parties in connection with Your use of the Trade Name, Marks, or System. In any action or proceeding arising from or in connection with any such claim, demand, or suit, You agree that KickHouse Fitness may select legal counsel and has the right to control the proceedings. In certain cases, as described in Section 8.5 of this agreement, KickHouse Fitness will indemnify and hold You harmless.

Site Selection

You shall, on Your own initiative and at Your own expense, locate, obtain and occupy the site for the KickHouse Studio. You must submit Youryour proposed new or conversion site and the proposed lease or sublease to KickHouse Fitness for its prior review and written approval, which may be granted or withheld in its sole and absolute discretion, before Youyou sign a lease or any binding obligation. You acknowledge that KickHouse Fitness has the right, and not the obligation to review Youryour lease or sublease on KickHouse Fitness's behalf. The site shall be a minimum of 2,200 square feet and shall meet our then-current standards and specifications, which may include minimum demographic and geographic requirements, which may vary by region. To seek KickHouse Fitness's approval, You shall advise KickHouse Fitness in writing of the proposed site. We will approve or disapprove Youryour site within sixty (60) days after we receive notice of the proposed location and all other information we need to evaluate the proposed location from You. It is Your responsibility to secure a site. KickHouse Fitness will not refund the Initial Franchise Fee if You are unable to secure a satisfactory site. If Youyou are unable to secure an approved site for Youryour KickHouse Studio before the expiration of the six (6) month period following the Effective Date, we have the right to immediately terminate this Agreement. You and the landlord for the approved site shall enter into the Collateral Assignment of Lease in the form required by KickHouse Fitness. The current form of this Agreement is attached as Exhibit 8.

You acknowledge and agree that KickHouse Fitness's recommendation or approval of a particular site for the Studio, and any information communicated to Youyou regarding KickHouse Fitness's site-selection requirements or criteria, do not constitute a representation or warranty of any

kind, express or implied, as to the suitability of the location or for any other purpose. By approving a particular site for the Studio, KickHouse Fitness does not guarantee that the Studio will be successful. You acknowledge that Your~~your~~ selection of the site for the Studio is based on Your own independent investigation of the suitability of the site.

By approving a particular site for the Studio, KickHouse Fitness does not guarantee that the Studio will be successful. You further acknowledge that KickHouse Fitness's approval of the lease, sublease, lease renewal or purchase contract, as applicable, does not constitute a warranty or representation of any kind, express or implied, as to its fairness, suitability, or for any other purpose. You are strongly advised to seek legal counsel to review, negotiate and evaluate the proposed lease for the Approved Location on Your behalf. You shall provide KickHouse Fitness with a fully executed copy of the lease, sublease, lease renewal or purchase contract within five (5) business days following the date such agreement is fully executed.

Quality Control

Studio Construction; Pre-Registration Office; Enrollment & Opening

(a) Plans and Specifications. KickHouse Fitness will provide You~~you~~ with its then-current generic, prototypical plans for a typical KickHouse Fitness® Studio, including a sample layout for the interior of a typical franchised location. You acknowledge that such plans and specifications shall 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 shall such plans contain the requirements of, or be used for, construction drawings or other documentation necessary to obtain permits or authorization to build Your~~your~~ Studio. It shall be Your sole and absolute responsibility to construct the Studio in accordance with all applicable laws, including the ADA and local laws, rules and regulations governing public accommodations.

(b) Adaptation of Plans and Specifications. You shall, at Your sole cost and expense, employ architects, designers, engineers or others as may be necessary to complete, adapt, modify or substitute the sample plans and specifications to KickHouse Fitness prior to commencing construction of the Studio. KickHouse Fitness will review such plans and specifications and will approve or provide comments on the plans and specifications to You. In the event that we grant You~~you~~ the right to convert an existing fitness studio into a KickHouse™ studio, we may, at Your~~your~~ request and in our sole discretion, approve certain modifications and variations to the sample plans and specifications otherwise required for a KickHouse™ Studio.

(c) KickHouse Fitness's Approval. You shall not commence construction of the Studio until KickHouse Fitness approves, in writing, the final plans and specifications to be used in constructing the Studio. Once the final plans are approved, You shall cause the Studio to be completed in full accordance therewith.

(d) Alterations and Modifications. If KickHouse Fitness determines that the Studio is not being built, or was not built, in full accordance with the final plans, KickHouse Fitness shall have the right to require You to cause to be made all alterations or modifications of the Studio that KickHouse Fitness deems necessary. KickHouse Fitness may consult with You, to the extent KickHouse Fitness deems necessary, on the construction and equipping of the Studio, but it will be and remain Your sole responsibility to diligently design, construct, equip and otherwise ready and open the Studio.

(e) Zoning and Permits. You shall be responsible, at Youryour expense, for obtaining all zoning classifications, permits, clearances, certificates of occupancy, and clearances, which may be required by governmental authorities for the construction and/or development of the Studio.

(f) Insurance Coverage. You shall obtain and maintain in force, during the entire period of such construction, such insurance policies required under Your lease agreement, in addition to such policies and coverage amounts as KickHouse Fitness may designate in its sole discretion.

(g) Licensed Contractors. You shall use licensed general contractors, designers and architects in performing any and all construction work at the Studio, including in connection with any remodeling or renovations. KickHouse Fitness expressly disclaims any warranty of the quality or merchantability of any goods or services provided by architects, contractors, or any other persons or entities to which KickHouse Fitness may refer You. KickHouse Fitness is not responsible for delays in the construction, equipping or decoration of any Studio or for any loss resulting from the Studio design or construction. You acknowledge that KickHouse Fitness has no control over the landlord or developer and numerous construction and/or related problems that could occur and delay the opening of the Studio.

(h) KickHouse Fitness Access to Studio and Progress Reports. KickHouse Fitness shall have access to the Studio at all times during the Term, including while work is in progress, and may require alterations or modifications of the construction of the Studio that KickHouse Fitness deems necessary to ensure brand uniformity and system standard compliance.

(i) Final Inspection; Approval. You shall promptly notify KickHouse Fitness of the date of completion of the construction of the Studio and, within 15 business days thereafter, KickHouse Fitness shall have the right to conduct a final inspection of the Studio. You shall not open the Studio for business without the express written authorization of KickHouse Fitness, and KickHouse Fitness's authorization to open may be conditioned upon Youryour strict compliance with the specifications of the approved final plans and with the standards of the System.

(j) Installation of Equipment, Furnishings, Fixtures and Signs / Decor.

i. You shall install and use in and about the Studio only such equipment, fixtures, furnishings, interior and exterior signage, and other personal property which strictly conforms to the appearance, uniform standards, specifications and procedures of KickHouse Fitness and the System, as may be revised from time to time in KickHouse Fitness's sole discretion. Such items are sometimes referred to herein collectively as "Equipment and Furnishings". You shall purchase and install all Equipment and Furnishings only from those suppliers KickHouse Fitness designates or approves in its sole discretion, including affiliates of KickHouse Fitness. KickHouse Fitness shall have the right to retain any rebates or incentives offered by such vendors or suppliers. KickHouse Fitness reserves the right to be one of, or the sole, supplier of any Equipment and Furnishings and may derive revenue, benefits, or other material consideration from such purchases. KickHouse Fitness shall have the right to inspect and approve all Equipment and Furnishings and their installation to ensure Youryour compliance with KickHouse Fitness's System Standards and Specifications.

ii. You agree that all décor of the Studio must be previously approved by KickHouse Fitness and must comply with KickHouse Fitness's standards as described in the Manual or in other written communications KickHouse Fitness provides to Youyou, which may be periodically revised. KickHouse Fitness shall be deemed to be the owner of all copyrights in and to all forms of art or other visual media displayed in the Studio including pictures, drawings, photographs and items that KickHouse Fitness directs Youyou to display (the "Art"), as well as all intellectual property rights in and to the Art. You shall not, without KickHouse Fitness's prior written consent, allow any of the Art to become a fixture

of YoursYour and You shall not display or use the Art in any other business. Your failure to maintain Youryour Studio décor in compliance with KickHouse Fitness's specifications and standards described in the Manual or otherwise, constitutes a material breach of this Agreement

(k) Pre-Registration Office; Enrollment. During the period leading up to the opening of Youryour Studio, Youyou will be required to begin enrolling members for Youryour Studio. You must purchase certain items as set forth in the Manual for use in Youryour pre-sales and initial opening campaign (the "Pre-Sales Start-Up Package"). You may conduct pre-opening membership enrollment from a temporary office space located at or near Youryour Studio location. You may incur rent and other costs associated with pre-opening registration and enrollment activities. You must begin Enrollment within nine (9) months of the Effective Date. You shall expend the amount specified in Section 7.6.1 in connection with Youryour Enrollment marketing. You shall conduct Youryour Enrollment marketing according to a plan that has been approved by us in advance. We reserve the right to require Youyou to use certain designated public relations programs and/or marketing, media and advertising materials and programs in connection with Your Enrollment marketing.

(l) Completion and Opening Requirements. You shall complete construction of the Studio (including all exterior and interior carpentry, electrical, painting, and finishing work, and installation of all furniture, fixtures, equipment, and signs) in accordance with the plans approved in writing by KickHouse Fitness, at Youryour expense, and open the Studio to the public no later than twelve (12) months after the Effective Date (the "Required Opening Date"). Time is of the essence. You may not open the KickHouse Studio to the public until KickHouse Fitness certifies in writing that, in the view of its management, You are prepared to do so. Opening without KickHouse Fitness's written certification is a material breach of this Agreement and constitutes infringement on KickHouse Fitness's intellectual property rights, justifying injunctive relief and termination of this Agreement. **By certifying that KickHouse Fitness's management believes the Studio is prepared to commence business, KickHouse Fitness does not guarantee that the Studio will be successful.** Your success will depend on a number of factors, including general economic conditions and Your skill and hard work, which are not within KickHouse Fitness's control.

Compliance with Manual

You shall operate Your Studio in complete compliance with KickHouse Fitness's standards and specifications, as set forth in the Manual or otherwise in writing. KickHouse Fitness may make changes in any of these standards and specifications at any time, in KickHouse Fitness's sole and absolute discretion. Such changes may necessitate the purchase of equipment, supplies, furnishings or other goods, completion of additional training by Your employees, remodeling of the Studio, or other cost to You. You shall promptly conform to the modified standards and specifications at Your own expense. You shall at all times keep Your copy of the Manual current (by, for example, inserting in it revised pages given to You by KickHouse Fitness and deleting superseded pages, or downloading from KickHouse Fitness's website the current version of the Manual upon notification of any revision to the Manual). If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual maintained by KickHouse Fitness will control.

You shall at all times treat the Manual, any other manuals created for or approved for use in the operation of the KickHouse Studio, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Except for those portions of the Manual that KickHouse Fitness designates, in writing, as appropriate for copying and use at the KickHouse Studio, You shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials,

in whole or in part, nor otherwise make the same available to any third party without our prior written consent.

Required Services & Products

You must offer all of the products and services we designate. We have the right to modify these items from time to time, at our sole discretion. You may not offer or sell any other product or service through the Franchised Business without our prior written consent. You must use the proprietary and non-proprietary techniques, materials, and supplies we designate in the Manual. You must provide all services (including Proprietary Services) in accordance with the standards and specifications set forth in the Manual. You must at all times maintain sufficient staff, materials and supplies to meet reasonably anticipated customer demand.

(a) Approved Suppliers. We have the absolute right to limit the suppliers with whom You~~you~~ may deal. We require You~~you~~ to purchase certain items, products, services, signs, furnishings, supplies, fixtures and equipment from us, or distributors we have approved. Unless we specify otherwise in writing, You~~you~~ must purchase all goods, items, products, equipment and services required for the development and operation of the Studio from our approved or designated suppliers. We have the right to designate one supplier for any given item or service. We will provide You~~you~~ with a list of suppliers, which list may change over time. While the suppliers included on this list are currently mandated, approved and/or recommended, we reserve the right to change this list from time to time in our sole discretion. Notifications of changes to the approved suppliers list will be communicated to You~~you~~ through changes to the Manual or other written communications, including via electronic mail. We may revoke approval of suppliers in our sole and absolute discretion at any time upon written notice. We may become an approved supplier, and/or the only supplier, for any item, product, good and/or service at any time. We reserve the right to own an interest in any entity that will act as an approved supplier for any or all products and services You will use in the Franchised Business.

(b) Right to Derive Income. We and/or our affiliates, may derive income, consideration, payments and other benefits on account of Your~~your~~ purchase or lease of any products, services, supplies, equipment and/or other items from us or any supplier, including approved suppliers, and/or designated suppliers. This income may be derived in any form, including markups or rebates from various suppliers based on the quantity of System franchisee purchases. We may use these benefits for any purpose we deem appropriate. We are not obligated to remit any benefits to You~~you~~ and reserve the right to retain all such benefits.

(c) Alternative Suppliers. If You~~you~~ want to purchase any item, product, service, goods, equipment or supplies from a supplier or distributor who is not on our approved list, You~~you~~ may request 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 in every respect to our standards and specifications and the supplier or distributor must have a good business reputation and be able and willing to provide sufficient quantities of the product and adequate service to You~~you~~. 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 to our standards. This evaluation may include a sampling of the product at either the supplier's/distributor's or our place of business, as we may designate. Where appropriate, we require the supplier or distributor to provide us with product liability insurance. All suppliers and distributors must agree to provide us with reports concerning all purchases by You~~you~~ or other franchisees. You or the supplier will be responsible for all costs and expenses we incur in the testing and approval process. There are no fees currently associated with seeking

approval for alternative suppliers; however, we reserve the right to charge a fee in the future. We cannot predict with any certainty how long its evaluation will take, however, we attempt to complete our evaluation within 30 days. Upon the completion of our evaluation, we inform Youyou of our approval or disapproval of Youryour request. If we approve the supplier or distributor, the supplier or distributor is added to our approved list, however, our approval of a supplier or distributor relates only to the item or product line evaluated and specifically approved by us.

Our standards, specifications and other criteria for supplier or distributor approval have been developed by us, our affiliates, and/or 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 Youyou or suppliers.

(d) Modifications. We may modify our specifications and standards for any item or revoke our approval of any supplier or distributor who fails to adhere to our quality standards or other requirements. We may limit the number of potential suppliers that we consider for approval and for some categories of products, we may designate a third party or ourselves as an exclusive supplier.

NEITHER KICKHOUSE FITNESS NOR ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING ANY ITEM OR SERVICE, AND KICKHOUSE FITNESS AND ITS AFFILIATES EXCLUDE (AND EXPRESSLY DISCLAIM) ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except as set forth in a particular written warranty, if any, provided in connection with a particular item or service.

(e) Further Restrictions. You shall not offer or sell any product, item or service we have not designated or expressly approved in writing without our prior written consent, which may be granted or withheld in our sole and absolute discretion. Unless we designate otherwise, Youyou must purchase certain initial inventory items from our designated suppliers in the quantities we designate (the "Proprietary Initial Inventory Package"); such items may include certain branded merchandise and apparel and such other items and products as we may designate in our sole and absolute discretion. We reserve the right to become the designated supplier of all or some of the Proprietary Initial Inventory Package and, if we do so, we reserve the right to determine the price for such items in our sole and absolute discretion and may include shipping costs, postage and delivery charges. We reserve the right to sell products and services to Youyou for a profit. After opening Youryour Studio, Youyou must maintain, throughout the term of this Agreement, an adequate inventory of the items included in the Proprietary Initial Inventory Package as further detailed in the Manual.

(f) Purchasing Programs; Promotional 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 Youyou by reducing prices, increasing reliability in supply, improving distribution, establishing consistent pricing for reasonable periods to avoid market fluctuations. If a national and/or regional purchasing program is established for the region where Youryour Franchised Business is located, Youyou must participate in the program.

(g) Pricing. You must offer all Proprietary Services, products and services that we designate. We reserve the right to prohibit Youyou from charging prices lower than our published prices for any service or item, to the maximum extent allowed by applicable law. We may also suggest pricing to Youyou from time to time. We may change the types of authorized goods and services, and the prices for authorized goods and services sold by You, in our sole discretion. There are no limitations on our right to make changes.

Inspections

In an effort to advance the protection and enhancement of the System, the brand and the Marks, KickHouse Fitness and its designated agents or representatives may conduct periodic quality control and records inspections of the KickHouse Studio at any time during the Term. Inspections may be made with or without prior notice. Without limiting the foregoing, Youyou grant KickHouse Fitness and its agents the right to (a) enter upon the Studio premises for the purpose of conducting inspections. You shall cooperate with KickHouse Fitness's representatives in such inspections by rendering such assistance as they may reasonably request; and (b) photograph Youryour Studio and observe and record video of Youryour Studio's operation for consecutive or intermittent periods as KickHouse Fitness deems necessary; (c) interview Youryour Franchised Business's personnel and customers; and (d) inspect and copy any books, records and documents related to Youryour Franchised Business's operation. You shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. You further agree that You will reimburse KickHouse Fitness for its representative's time and travel expenses if an additional inspection at the Studio is required when a violation has occurred and You have not corrected the violation.

Customer Satisfaction Program

You must present customers with such evaluation cards or forms as the Franchisor may periodically prescribe, for return by the customers to KickHouse Fitness. If Your scores from the customer response forms do not meet KickHouse Fitness's then current standards, as described in the Manual, KickHouse Fitness may suggest ways in which You can improve Your scores. KickHouse Fitness has the right to require Youyou to use KickHouse Fitness's designated vendor for certain services relating to customer service and to pay such vendor the fees the vendor requires in connection with the provision of services. If You do not take immediate, effective steps to bring Your operation into conformity with KickHouse Fitness's standards, Your failure to do so will constitute a material breach of this Agreement, and You shall be subject to termination pursuant to Section 10.

You (the owner or Your Designated Manager) shall respond to all customer complaints, suggestions and the like via e-mail, telephone, or regular mail within 48 hours of submission by the member or prospective member.

Maintenance Requirements

All equipment repairs shall be completed within seventy-two (72) hours. Any damaged or "worn" equipment or furniture shall be repaired (reupholstered, etc.) every three months as needed. Interior walls of common areas shall be painted or "touched up" every three months, or sooner as needed. You shall maintain the Studio in accordance with our specifications, including the requirements set forth in the Manual.

Notification of Complaints

You shall notify KickHouse Fitness promptly if You are served with a complaint in any legal proceeding that is in any way related to the Studio or if You become aware that You are the subject of any complaint to or investigation by a governmental agency, governmental licensing authority or consumer protection agency. You shall notify KickHouse Fitness immediately upon receipt of any notice of a breach of the lease agreement for the premises of the Studio.

7.3.8. Computer System Requirements. You shall purchase and maintain a computer and point of sale system ("POS System"), as designated by KickHouse Fitness, ("POS System") to be used in the operation of the Franchised Business and for reporting purposes. You shall comply with the following provisions relating to the POS System:

(a) You shall update and upgrade the Computer and POS System as designated by KickHouse Fitness. KickHouse Fitness may require Youyou to enter into a separate maintenance and/or support agreement for Youryour POS System at any time, at Youryour sole cost and expense. You must upgrade or replace Your Computer and POS hardware at least once every five years to be compliant with our then-current standards as set forth in the Manual.

(b) You shall record all sales at or from the Franchised Business at the time of sale, in accordance with KickHouse Fitness's procedures and on the POS System.

(c) You shall comply with such requirements determined by KickHouse Fitness from time to time regarding maintenance, training, storage and safeguarding of data, records, reports and other matters relative to the POS System.

(d) KickHouse Fitness has the right to independently access any and all information on Youryour POS System at any time, without first notifying Youyou. Without limiting the generality of the foregoing, Youyou shall, at Youryour sole cost and expense permit KickHouse Fitness immediate access to Youryour POS System, electronically or otherwise, at all times without prior notice to Youyou. KickHouse Fitness shall have the right to use the information accessed on the POS System in any manner KickHouse Fitness determines, including the right to use any and all such information in KickHouse Fitness's Franchise Disclosure Document, and to share financial statements, including profit and loss statements, with other System franchisees.

KICKHOUSE FITNESS AND ITS AFFILIATES MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE POS SYSTEM OR ANY THIRD PARTY MATERIALS. KICKHOUSE FITNESS AND ITS AFFILIATES DISCLAIM ANY AND ALL WARRANTIES RELATED TO THE POS SYSTEM, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. KICKHOUSE FITNESS AND ITS AFFILIATES DO NOT WARRANT THAT THE POS SYSTEM WILL BE FREE FROM DEFECTS OR THAT USE OF THE POS SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

IN NO EVENT WILL KICKHOUSE FITNESS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ASSOCIATED WITH LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA OR LOSS OF PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE POS SYSTEM OR ITS USE.

7.3.9. Consumer Privacy and Data Security

You shall use Youryour best efforts to protect Youryour members against any and all data breaches and cyber-events, including, without limitation, identity theft or theft of personal information (a "Data Security Breach"). If a Data Security Breach occurs, in the interest of protecting the goodwill associated with The KickHouse™ brand and the System, KickHouse Fitness hereby reserves the right to (but does not

undertake the obligation to) directly or through its designee, perform or control any and all aspects of the response to such Data Security Breach, including, without limitation, the investigation, containment and resolution of the event and all communications with the franchise system, vendors and suppliers, customers, law enforcement agencies, regulatory authorities and the general public. You hereby acknowledge and agree that a Data Security Breach and/or any response to a Data Security Breach may impact operations of the Studio, including, without limitation, interruption in operations. You hereby acknowledge and agree that neither KickHouse Fitness, nor any of its parents, affiliates, subsidiaries, owners, officers, directors or employees shall be liable to You for any damages arising out of or resulting from any Data Security Breach or any action or inaction in response to a Data Security Breach. You shall at all times be compliant with all Payment Card Industry Data Security Standards, any and all requirements imposed by all applicable payment processors and payment networks, including credit card and debit card processors, and any and all state and federal laws, rules and regulations relating to data privacy, data security and security breaches. You hereby acknowledge and agree that if KickHouse Fitness engages or designates a third party service provider to administer a data security program, You~~you~~ will be required to comply with the requirements of such service provider. It is Your~~your~~ responsibility to ensure that You~~you~~ operate the Studio at all times in compliance with all applicable data security and consumer privacy laws, rules, regulations and requirements (regardless of whether specifically referenced herein or not) and You~~you~~ are strongly encouraged to engage legal and data security and privacy professionals, including insurance providers, to ensure Your~~your~~ full compliance and adequate protection.

Participation in Promotional Programs and Rewards; and Reciprocity Programs

Promotional Programs/Rewards

KickHouse Fitness may, in its sole discretion, establish, from time to time, a membership rewards program or certain other membership incentives or promotional programs. These programs may entitle the member to certain free or discounted services or products (including, but not limited to, discounts on certain retail products or limited free memberships). You shall honor all such discounts, promotions, and other benefits we mandate through the Operations Manual. KickHouse Fitness reserves the right to discontinue any member rewards program(s) it implements at any time.

Reciprocity of Membership

Membership in the System may entitle members to access and usage of any Studio they choose to visit. Accordingly, when required, You shall honor the membership of all members, regardless of the Studio from which they enrolled. Without limiting the foregoing, subject to restrictions imposed pursuant to applicable law, You~~you~~ must comply with any and all reciprocal access programs and all other membership programs and policies KickHouse Fitness may develop in its business discretion during the term of this Agreement.

Management and Personnel

Franchisee, or if an entity, at least one person having an ownership or beneficial interest in Franchisee, shall personally oversee and supervise the management and operation of Your KickHouse™ Studio; this person shall be known as the Operating Principal. Your Operating Principal or a Designated Manager who has successfully completed KickHouse Fitness's initial training program shall be present at the KickHouse™ Studio whenever the Studio is open for business (and in any event no less than twenty (20) hours per week). You shall maintain at all times a staff of competent, conscientious and trained employees sufficient to operate the Studio in compliance with KickHouse Fitness's standards and specifications. You and Your Designated Manager and any and all persons who attend our initial training program must sign a confidentiality and non-competition agreement in the form we specify as a condition

of employment. KickHouse Fitness does not direct or control labor or employment matters for You or Your employees, or for any of KickHouse Fitness's franchisees and/or their employees. KickHouse Fitness may make suggestions and may provide guidance relating to such matters, however it is entirely Your responsibility to determine whether to adopt, follow and/or implement any of our suggestions or guidance. Notwithstanding anything contained in this Agreement to the contrary, mandatory specifications, standards and operating procedures, including as set forth in any manual, do not include the terms or conditions of employment for any of Youryour employees, nor do they include mandated or required personnel policies or procedures.

Advertising

Enrollment – Pre-Opening Advertising

You shall spend at least twelve thousand dollars ($12,000) on a pre-opening advertising program ("Pre-Opening Advertising Expenditure") conducted in accordance with the guidelines for such a program in the Manual, in addition to Youryour regular monthly Local Marketing pursuant to Section 7.6.2 of this Agreement. Such pre-opening advertising must occur before Youyou open Youryour KickHouse Studio within the time period we designate or approve (the "Pre-Opening Period"). You must submit to us a written marketing plan detailing how Youyou plan to expend Youryour Pre-Opening Advertising Expenditure, which plan must include the marketing channels Youyou plan to use and all other information we require. During the Pre-Opening Period, Youyou will be required to begin enrolling members for Youryour Studio. You may conduct pre-opening membership enrollment from a temporary office space located at or near Youryour Studio location. You acknowledge that Youyou may incur rent and other costs associated with pre-opening registration and enrollment activities. Within fifteen (15) days following the expiration of the Pre-Opening Period, Youyou must furnish KickHouse Fitness evidence as KickHouse Fitness may reasonably require to verify Youryour compliance with the Pre-Opening Advertising Expenditure requirements.

In addition to the Pre-Opening Advertising Expenditure, You shall also purchase the Pre-Sales Start-Up Items listed in the Manual from our Designated Suppliers before Youyou begin pre-sales for Youryour Studio. We reserve the right to require Youyou to purchase all or some of the Pre-Sales Start-Up Items for KickHouse Fitness or our affiliate in the future.

Local Marketing

In addition to the Pre-Opening Advertising Expenditure, Youyou must expend $15,000 on local advertising, marketing and search engine optimization during Youryour first year of operations (the "First Year Marketing Expenditure") as follows: (a) Youyou must spend no less than $1,500 during the first six (6) months of operations; and (b) Youyou must spend no less than $1,000 per month for the seventh (7th) through the twelve (12th) month of operations. You must submit to us a written marketing plan detailing how Youyou plan to expend Youryour First Year Marketing Expenditure, which plan must include the marketing channels Youyou plan to use and all other information we require.

Commencing with the thirteenth (13th) month of operation and continuing through the end of the Term, Youyou shall spend a minimum of two thousand dollars ($21,000), or two percent (2%) of Gross Sales per month, whichever is greater, on local advertising, marketing and promotion that conforms to the specifications in the Manual. We shall have the right to require Youyou to spend an amount we designate on search engine optimization ("SEO"). For purposes of this paragraph, "local marketing" means any marketing, public relations or advertising that is primarily directed to persons or entities within Your

Approved Territory. You shall submit, on the date designated by KickHouse Fitness, copies of invoices or receipts to KickHouse Fitness for advertising materials or media or both showing compliance with the provisions of this paragraph. Marketing expenditures in excess of the required minimum in any month may be used to offset shortfalls in any later month, as long as the total marketing expenditures for Your fiscal year to date, on a cumulative basis, equal or exceed the stated minimum at all times.

National Advertising and Marketing

You shall contribute, in the manner prescribed by KickHouse Fitness, two percent (2%) of Your Gross Sales per month to the marketing fund (the "Marketing Fund") to be used for advertising, marketing and promotion of the brand (the "Continuing Marketing Fund Fee"). Notwithstanding the foregoing, for Gross Sales earned through December 31, 2020, the Continuing Marketing Fund Fee shall only be one percent (1%) of Your Gross Sales.

KickHouse Fitness or its designee shall direct all advertising and marketing programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. You acknowledge and agree that the Marketing Fund is intended to maximize general public recognition, acceptance, and use of the System; and that KickHouse Fitness and its designee are not obligated, in administering the Marketing Fund, to make expenditures for You that are equivalent or proportionate to Your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Marketing Fund. You acknowledge and agree that KickHouse Fitness's administration of the Marketing Fund does not create any fiduciary relationship between You and KickHouse Fitness. The Marketing Fund is not a trust. KickHouse Fitness has no fiduciary obligation to You~~you~~ for administering the Marketing Fund or for any other reason. KickHouse Fitness will not use contributions to the Marketing Fund principally to develop materials and programs to solicit franchisees. However, media, materials and programs prepared using Marketing Fund contributions may describe the System franchise program, reference the availability of franchises and related information and process franchise leads.

The Marketing Fund, all contributions thereto, and any earnings thereon, may be used for creating, producing, maintaining, administering, directing, conducting, printing and preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System, including the costs of preparing and conducting television, radio, Internet, mobile applications, magazine, newspaper and other media advertising campaigns; search engine optimization; developing and/or hosting an Internet web page or similar activities; conducting market research; providing other marketing materials to franchisees; direct mail advertising; on-line Internet advertising and marketing including click-through charges paid to search engines, sources of banner advertising and host sites; marketing surveys and other public relations activities; employing advertising, marketing and/or public relations agencies; printing and production costs; purchasing promotional items, conducting and administering visual merchandising, promotions and merchandising programs; and providing promotional and other marketing materials and services. Advertising may be local, regional or national, in any type of media, including Internet, print, radio and/or television.

The Marketing Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by KickHouse Fitness, which products, services, or improvements KickHouse Fitness deems, in its sole discretion, will promote general public awareness and favorable support for the System. You expressly acknowledge that the Marketing Fund contributions may be used to pay administrative expenses to KickHouse Fitness or its designee. Administrative expenses may include amounts equivalent to salaries, travel and other expenses of KickHouse Fitness or its designee's employees whose services are provided to further the purposes and efforts of the Marketing Fund. KickHouse Fitness has no obligation to segregate Advertising Fund

contributions or maintain accounts separate from its other funds. Advertising Fund contributions may be commingled with funds in KickHouse Fitness's general accounts. KickHouse Fitness expects to use an amount equal to all contributions made in any fiscal year, but any monies remaining in any Marketing Fund at the end of any year will carry over to the next year. The Marketing Fund will not be audited, unless KickHouse Fitness elects to require an audit, in which event all expenses for the audit will be paid out of Marketing Fund contributions.

KickHouse Fitness is not required to prepare or provide Youyou with any statements relating to the Marketing Fund, or expenditures of the Marketing Fund, although KickHouse Fitness may do so at its option. The Marketing Fund will not be audited, unless KickHouse Fitness decides, in its sole discretion, to require an audit. If KickHouse Fitness chooses to require an audit, all expenses for the audit will be paid out of Marketing Fund contributions. KickHouse Fitness may, but is not required to, create internally prepared, periodic statements of operations for the Marketing Fund. These statements, if created, may be made available to Youyou, upon Youryour reasonable prior written request.

KickHouse Fitness may structure the Marketing Fund's organization and administration in any way that KickHouse Fitness determines in its sole discretion. KickHouse Fitness may organize or reorganize the Marketing Fund into a separate entity as KickHouse Fitness deems appropriate and KickHouse Fitness may transfer all Marketing Fund contributions and assets to the entity. KickHouse Fitness may require Youyou to pay the Marketing Fund contributions directly to the entity.

Although the Marketing Fund is intended to be of perpetual duration, KickHouse Fitness maintains the right to terminate the Marketing Fund. The Marketing Fund shall not be terminated, however, until all monies in the Marketing Fund have been expended for advertising, marketing and/or promotional purposes. Other System franchisees may be required to contribute to the Marketing Fund at different rates. None of the Marketing Fund contributions paid to us are refundable at any time, including upon termination or expiration of this Agreement.

Signs

You shall permanently display, at Your own expense, on Youryour Studio, signs of any nature, form, color, number, location and size, and containing any legends, that KickHouse Fitness has designated in the Manual or otherwise in writing. KickHouse Fitness has the right to require Youyou to change, modify, update, upgrade and/or change any and all signs used in connection with the operation of Youryour Studio at any time upon written notice to Youyou.

Financial Information

Records

You shall establish and maintain at Youryour own expense a bookkeeping, accounting and recordkeeping system confirming to the requirements and formats we prescribe from time to time. You shall record all sales and all receipts of revenue on individual serial-numbered receipts. Bank Deposits must validate all receipts. You shall retain daily sales reporting forms and accompanying records for at least three years after the date of sale (or for a longer period if required by state or local law). You shall retain all other records and receipts used in the ordinary course of business. You shall furnish all records to KickHouse Fitness upon request.

Reports

You shall submit to KickHouse Fitness, on or before the tenth (10th) day following the end of each month, financial reports on the income and expenses of the Studio in the format specified in the Manual. You shall also submit to KickHouse Fitness, at the time of filing, copies of all federal, state and local income, sales, and property tax returns. KickHouse Fitness will use this data to confirm that You are complying with Your obligations under this Agreement and to formulate earnings and expense information for possible disclosure to prospective franchisees.

Insurance

You must, at all times, maintain insurance from companies financially rated A- or better, as follows:

A. If Youyou have employees, workers' compensation insurance (including Voluntary Compensation) in the amount of such coverage prescribed by law in Youryour Approved Territory, but not less than: five hundred thousand dollars ($500,000) - Each Accident; five hundred thousand dollars ($500,000) - Disease per Employee; five hundred thousand dollars ($500,000) – Disease Policy Limit;

B. Extended coverage for theft, vandalism and malicious mischief for all equipment, supplies and other property used in the operation of the fitness Studio (of not less than 100% of the replacement value of the same, except that an appropriate deductible clause will be permitted);

C. Business Interruption Insurance;

D. Employment Related Practices Insurance (inclusive of 3rd Party Coverage) as prescribed by law in Youryour Approved Territory, but not less than $500,000 per occurrence for each of the following: Sexual Harassment, Wrongful Termination, Discrimination, or Wrongful Failure to Employ or Promote,; and;

E. Comprehensive general liability insurance and product liability insurance coverage in such amounts and upon such terms as may from time to time be customary for a fitness business located in Youryour Approved Territory, but not less than: $1,000,000 per occurrence/ $2,000,000 aggregate - Commercial General Liability; $1,000,000 per occurrence/ $2,000,000 aggregate – Products/Completed Operation; $1,000,000 per occurrence/ $2,000,000 aggregate – Personal/Advertising Injury; $100,000 per occurrence/ $200,000 aggregate – Sexual Abuse/Molestation; $1,000,000 per occurrence/ $2,000,000 aggregate – Hired/Non-Owned Auto; each of which must insure both Youyou and us (including our parents, subsidiaries, affiliates, and their successors, and assigns) against all claims, suits, obligations, liabilities and damage, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage relating to the use or condition of Youryour Studio. Your general liability insurance policy must expressly include athletic participation, nutritional products, nutritional counseling, personal training, group training, martial arts.

We recommend, but do not require, that You also obtain Umbrella Policy Coverage in an amount of no less than $1,000,000 per studio.

You must also provide certificates of insurance evidencing Youryour insurance coverage in compliance with these minimums before Youryour Studio opens for business, and each year when Youryour policy renews.

Each insurance policy that is required under this Agreement must contain a provision that the policy cannot be canceled without thirty (30) days' prior written notice to KickHouse Fitness. It must be issued by an insurance company of recognized responsibility, designate KickHouse Fitness as an additional named insured, and be satisfactory to KickHouse Fitness in form, substance and coverage. You shall deliver a certificate of the issuing insurance company evidencing each policy to KickHouse Fitness within thirty (30) days after the policy is issued or renewed.

Financial and Legal Responsibility

Compliance with Law

You shall comply with all federal, state, and local laws and regulations pertaining, directly or indirectly, to the Studio. You shall keep current and legally compliant, all licenses, permits, bonds, and deposits made to or required by any government agency in connection with the operation of the Studio. Certain states may specifically require a bond to operate a fitness Studio that sells memberships for three (3) month or more; You are responsible for determining and complying with these and all other requirements imposed by applicable law, rule or regulation.

Payment of Indebtedness

You shall pay promptly when due all taxes and debts that You incur in the conduct of Your business.

RELATIONSHIP OF PARTIES

Interest in Marks and System

You expressly understand and acknowledge that:

(a) KickHouse Fitness, LLC is the owner of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them.

(b) The Marks are valid and serve to identify the System and those who are authorized to operate under the System.

(c) Neither You nor any principal of You shall directly or indirectly contest the validity of~~or~~ KickHouse Fitness's ownership of the Marks, nor shall You, directly or indirectly, seek to register the Marks with any government agency, except with KickHouse Fitness's express prior written consent.

(d) Your use of the Marks does not give You any ownership interest or other interest in or to the Marks, except the license granted by this Agreement.

(e) Any and all goodwill arising from Your use of the Marks shall inure solely and exclusively to KickHouse Fitness's benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Your use of the System or the Marks.

(f) The right and license of the Marks granted hereunder to You is non-exclusive, and KickHouse Fitness thus has and retains the rights, among others:

(i) To use the Marks itself in connection with selling services, products and other items;

(ii) To grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees;

(iii) To transfer or assign ownership of the Marks to an affiliate provided that, in the event such a transfer is effected, KickHouse Fitness simultaneously enters into a limited license agreement with any such affiliate securing Youryour right to use the Marks as contemplated in Section 7.1.1 of this Agreement; and,

(iii) To develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to You.

(g) You shall not (and Youyou shall use Youryour best efforts to cause Youryour Related Parties, current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, affiliates, successors, and assigns not to) disparage or otherwise speak or write negatively, directly or indirectly, of us, our Related Parties or affiliates, any of our or our Related Parties or affiliates' directors, officers, employees, representatives, or affiliates, current and former franchisees or developers of us or our Related Parties, the KickHouse™ brand, the System, any Studio or other business using the Marks, any other brand or service-marked or trademarked concept of us or our Related Parties, or which would subject the KickHouse™ brand or such other brands to ridicule, scandal, reproach, scorn, or indignity, or which would negatively impact the goodwill of us, the KickHouse™ brand, or such other brands.

Independent Status

It is expressly agreed that the parties intend by this Agreement to establish between Youyou and KickHouse Fitness the relationship of franchisee and franchisor. It is further agreed that Youyou have no authority to create or assume in KickHouse Fitness's name or on KickHouse Fitness's 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 Youyou nor KickHouse Fitness is the employer, employee, agent, partner, fiduciary or co-venturer of or with the other, each being independent. All employees and agents hired or engaged by or working for Youyou will be only the employees or agents of Yoursyours and will not, for any purpose, be deemed employees or agents of KickHouse Fitness, nor subject to KickHouse Fitness's control. KickHouse Fitness has no authority to exercise control over the hiring or termination of Youryour employees, independent contractors, agents or others who work for Youyou, their compensation, working hours or conditions, or their day-to-day activities, except to the extent necessary to protect the brand and the Marks. You shall file Youryour own tax, regulatory and payroll reports with respect to Youryour employees, agents and contractors and Youyou shall save, indemnify and hold KickHouse Fitness and its parents, affiliates, owners, officers, directors and subsidiaries harmless from any and all liability, costs and expenses of any nature that any such party incurs related to these obligations. You shall in all respects be an independent contractor, and nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venturer, joint-employer, partner, employee, or servant of the other for any purpose whatsoever. Without limiting the foregoing, You are an independent legal entity and must make this fact clear in Your dealings with suppliers, lessors, government agencies, employees, customers and others. You and KickHouse Fitness are completely separate entities and are not fiduciaries, partners, joint venturers, or agents of the other in any sense, and neither party has the right to bind the other. No act or assistance by either party to the other pursuant to this Agreement may be construed to alter this relationship. You are solely responsible for compliance with all federal, state, and local laws, rules and regulations, and for complying with KickHouse Fitness's policies, practices, and decisions relating to the operation of the Studio, including, without limitation, any and all regulations pertaining to Youryour

membership agreements. You shall rely on Your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Manual. You may not expressly or implicitly hold Yourself out as an employee, partner, shareholder, member, joint venturer or representative of KickHouse Fitness, nor may You expressly or implicitly state or suggest that You have the right or power to bind KickHouse Fitness or to incur any liability on KickHouse Fitness's behalf. You may not use the Trade Name or Marks as part of Your corporate name, limited liability company name, or limited partnership name. There is no fiduciary duty between You and KickHouse Fitness.

Display of Disclaimer

You shall conspicuously display a sign that states that "THIS STUDIO IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISED BUSINESS" within each fitness Studio. Business cards, membership agreements, stationery, purchase order forms, invoices, and other documents that You use in Your business dealings with suppliers, government agencies, employees and customers must clearly identify You as an independent legal entity.

Confidentiality of Trade Secrets and Other Confidential Information

a) Definition of Confidential Information. "**Confidential Information**" means certain information, processes, methods, techniques, procedures and knowledge, including know-how (which includes information that is secret and substantial), Manuals and trade secrets (whether or not judicially recognized as a trade secret), developed or to be developed by us or our Related Parties relating directly or indirectly to the development or operation of a Studio. With respect to the definition of know-how, "**secret**" means that the know-how as a body or in its precise configuration is not generally known or easily accessible and "**substantial**" means information which is important and useful to You~~you~~ in developing and operating the Studio. Without limiting the foregoing, Confidential Information includes, but is not limited to:

1. methods, techniques, equipment, specifications, standards, policies, procedures and information relating to the development, operation, and franchising of Studios, including information in the KickHouse™ design guidelines;

2. knowledge of suppliers and specifications for certain materials, equipment and fixtures for Studios;

3. operating results and financial performance of Studios;

4. Member Information;

5. any and all marketing, promotional or training materials used in the operation of or relating to Studios; and

6. the System Standards and the Manuals.

Confidential Information does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of Youyou, (ii) information disclosed to Youyou by a third party having legitimate and unrestricted possession of such information, or (ii) information that Youyou can demonstrate by clear and convincing evidence was within Youryour legitimate and unrestricted possession when the parties began discussing the sale of the franchise.

b) Ownership. You acknowledge and agree that we and our Related Parties and affiliates own all right, title and interest in and to the Confidential Information, which is proprietary and a valuable asset of us and our Related Parties. We will disclose to Youyou such parts of the Confidential Information as we determine (in our sole judgment) are required for the operation of a Studio during training and in guidance and assistance furnished to Youyou during the Term in the Manuals, orally, or otherwise in writing. You and each of Youryour Owners acknowledge and agree that neither You, Youryou, your Owners, nor any other person or Entity will acquire any interest in or right to use the Confidential Information, other than Youryour right to utilize certain Confidential Information in the operation of the Studio, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition with us and our franchisees.

c) Use of Confidential Information. You acknowledge and agree that the Confidential Information is disclosed to Youyou solely on the condition that Youyou and Youryour Owners, and each Owner does hereby agree (on behalf of and with respect to himself/herself only), that, during and after the Term, Youyou and Youryour Owners:

i. may disclose the Confidential Information to Youryour Owners and employees only to the extent reasonably necessary for the operation of the Studio, and Youyou may disclose Youryour Studio's financial results only to a lender or prospective purchaser and, then, only (i) in connection with the proposed loan or sale of Youryour Studio or of a direct or indirect ownership interest in Youyou and (ii) if the recipient is subject to a confidentiality obligation with respect to such information;

ii. will not use the Confidential Information in any other business or capacity;

iii. will maintain the absolute secrecy and confidentiality of the Confidential Information;

iv. will not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible or intangible form;

v. will not disclose the Confidential Information in judicial or administrative proceedings if Youyou are legally compelled to disclose such information, unless Youyou notify us prior to disclosure and have used Youryour best efforts to obtain, and have afforded us the opportunity to obtain, an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed; and

vi. will adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of or access to the Confidential Information, including requiring employees who will have access to such information to execute confidentiality agreements in a form periodically prescribed by us. You must maintain such

confidentiality agreements on file for four years after the employee executing such agreement has left Youryour employment, and must provide us, at our request, executed originals of each such agreement.

d) Member Information

i. Protection of Member Information. You must comply with our System Standards, other directions from us, and all applicable laws regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Member Information and, in any event, employ reasonable means to safeguard the confidentiality and security of Member Information. If there is a suspected or actual breach of security or unauthorized access involving Member Information, Youyou must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which Member Information was compromised or disclosed. You are responsible for any financial losses Youyou incur or remedial actions that Youyou must take as a result of a breach of security or unauthorized access to Member Information in Youryour control or possession.

ii. Ownership of Member Information. You agree that all Member Information that Youyou collect in connection with Youryour Studio is deemed to be owned by us and must be furnished to us at any time that we request it. In addition, we and our Related Parties may, through the Technology System or otherwise, have independent access to Member Information.

iii. Use of Member Information. You have the right to use Member Information while this Agreement or a successor franchise agreement is in effect, but only to market KickHouse™ products and services to customers in accordance with the policies that we establish periodically and applicable laws. You may not sell, transfer, or use Member Information for any purpose other than marketing KickHouse™ products and services. We and our Related Parties may use Member Information in any manner or for any purpose. You must secure from Youryour actual and prospective customers and others all consents and authorizations, and provide them all disclosures, that applicable laws requires to transmit Member Information to us and our Related Parties, and for us and our Related Parties to use that Member Information, in the manner that this Agreement contemplates.

e) Nondisclosure and Noncompetition Agreements with Certain Individuals. We have the right to require any of Youryour Owners (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and employees of Youryour Studio to execute a nondisclosure agreement, in a form reasonably satisfactory to us, and similar to that set forth in Exhibit 4, upon execution of this Agreement or prior to each such person's affiliation with Youyou. Additionally, we have the right to require any of Youryour Owners (and any member of their immediate families or households), and any officer, director, or executive of Youryour Studio to execute a noncompetition agreement, in form reasonably satisfactory to us, upon execution of this Agreement or prior to each such person's affiliation with Youyou. Upon our request, Youyou will provide us with copies of all nondisclosure and noncompetition agreements signed pursuant to this Section. Such Agreements shall remain on file at Youryour offices and are subject to audit or review as otherwise set forth in this Agreement. We will be a third-party beneficiary with the right to enforce covenants contained in such agreements or, at our

option, we will be a direct party to the agreement.

Indemnification

You and Youryour Related Parties agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective shareholders, members, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of or related to Youryour Franchised Business's operation, the business Youyou conduct under this Agreement, the act or omission of Youyou or any of Youryour Related Parties, employees, agents or representatives, or Youryour breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at Youryour expense and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Youyou under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Youyou under this paragraph. Without limiting the foregoing, if KickHouse Fitness is made a party to a legal proceeding in connection with Your act or omission, KickHouse Fitness may hire counsel to protect its interests and bill You for all costs and expenses incurred by KickHouse Fitness. You shall promptly reimburse KickHouse Fitness for such costs and expenses.

You shall notify KickHouse Fitness immediately when Youyou learn about an infringement or challenge to Youryour use of any Mark, including the **KickHouse™** mark. KickHouse Fitness will take the action KickHouse Fitness deems appropriate in any such situation. KickHouse Fitness has exclusive control over any proceeding or settlement concerning any of the Marks. You must take all actions that, in the opinion of KickHouse Fitness's counsel, may be advisable to protect and maintain KickHouse Fitness's interests in any proceeding or to otherwise protect and maintain KickHouse Fitness's interests in the Mark. While KickHouse Fitness is not required to defend Youyou against a claim arising from Youryour use of any of the Marks, KickHouse Fitness will indemnify and hold Youyou harmless from all of Youryour expenses reasonably incurred in any legal proceeding disputing Youryour authorized use of any Mark; provided that (a) Youryour use is and has been in accordance with the terms of this Agreement and such other terms as may be specified by KickHouse Fitness, and (b) Youyou notify us of the proceeding or alleged infringement in a timely manner and Youyou have complied with KickHouse Fitness's directions regarding the proceeding. KickHouse Fitness has the right to control the defense and settlement of any proceeding. KickHouse Fitness will not reimburse Youyou for Youryour expenses and legal fees for separate, independent legal counsel or for expenses in removing signage or discontinuing Youryour use of any Mark. KickHouse Fitness will not reimburse Youyou for disputes where KickHouse Fitness and/or any of its parents, affiliates, successors or assigns challenges Youryour use of a Mark.

Covenants

8.6.1. In-Term.

(a) During the Term, You shall not, directly, or indirectly for Yourself~~yourself~~ or through, on behalf of, or in conjunction with any person or entity, own, maintain, operate, engage in, consult with, provide any assistance to, or have any interest in a Competitive Business.

(b) You shall not divert or attempt to divert any business, client, or potential client of the Franchised Business or any other System Studio to any competitor, by direct or indirect inducement or otherwise, or to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.

(c) You shall not perform any act prejudicial or injurious to the goodwill associated with the Marks.

8.6.2. Post-Term. You may not, for a continuous uninterrupted period commencing upon the expiration, transfer or termination of this Agreement (regardless of the cause for termination) and continuing for two (2) year~~years~~ thereafter, either directly or indirectly, for Yourself~~yourself~~, or through, on behalf of, or in conjunction with any person, persons (including Your~~your~~ spouse or any immediate family member, or the spouse or any immediate family member of any personal guarantor of this Agreement), partnership, limited liability company or corporation, (a) take any action that would be prejudicial or injurious to the goodwill associated with the Marks and (b) own, maintain, operate, engage in, provide any assistance to, or have any interest in:

(i) any Competitive Business that is located: (a) within ten (10) miles of the Studio location; (b) within ten (10) miles of the Approved Territory; or (c) within a radius of ten (10) miles of any other System Studio location then in existence or under construction;

(ii) any franchise system that offers or sells franchises for the right to open or operate Competitive Businesses within the United States.

The term Competitive Business shall mean any and all businesses that are competitive with Studios including without limitation: any gym or kickboxing facility; fitness training or kickboxing business; any business which offers fitness training or kickboxing services, group fitness, group training, group kickboxing, health club memberships, and/or physical training programs; any company offering exercise, health, and wellness services; and/or any business offering or selling products or services offered by Studios, including, without limitation, wraps, gloves, supplements and/or health related products.

8.6.3. You agree to obtain the individual written agreement of each of Your Related Parties to the provisions of this Section in the form of a Nondisclosure and Noncompetition Agreement, attached as Exhibit 4 to this Agreement within ten (10) days after each Related Party assumes that status with You. You shall provide a copy of each such Agreement to KickHouse Fitness upon demand.

8.6.4. You agree that the length of time in 8.6.2 will be tolled for any period during which You~~you~~ are in breach of the covenant or any other period during which KickHouse Fitness seeks to enforce this Agreement. The parties agree that the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If any court of competent jurisdiction determines that the geographic limits, time period or line of business defined by this Article 8 is unreasonable, the parties agree that such a court of competent jurisdiction may determine an appropriate limitation to accomplish the intent and purpose of this Section and the parties, and each of them, agree to be bound by such determination.

TRANSFER OF FRANCHISE

Purpose of Conditions for Approval of Franchisee

KickHouse Fitness' grant of this franchise is made in reliance upon Youryour integrity, ability, experience and financial resources. You hereby acknowledge that the rights and duties created by this Agreement are personal to Youyou. Accordingly, Youyou must obtain KickHouse Fitness's prior written consent and comply with the terms and conditions of this Agreement before effectuating any Transfer. Any actual, attempted or purported Transfer occurring without KickHouse Fitness's prior written consent will constitute a material default of this Agreement and shall be deemed null and void. In order to ensure that no Transfer jeopardizes the Trade Name, the Marks, or KickHouse Fitness' interest in the successful operation of the Studio, KickHouse Fitness will consent to a Transfer only if You comply with the provisions of Sections 9.2 and 9.3 of this Agreement and if all of the conditions described in Section 9.4 are fulfilled.

Notice of Proposed Transfer

If You would like to effectuate a Transfer (other than pursuant to Section 9.5 of this Agreement), Youyou shall submit to KickHouse Fitness: (a) the form of franchise application currently in use by KickHouse Fitness, completed by the prospective transferee; (b) a written notice, describing all the terms and conditions of the proposed transfer; and (c) the transfer fee described in Section 6.8 of this Agreement. If KickHouse Fitness does not approve the proposed transfer, KickHouse Fitness will return the transfer fee to You after deducting direct costs incurred in connection with the proposed transfer.

Right of First Refusal

Any party holding any interest in You or in the franchise granted by KickHouse Fitness pursuant to this Agreement and who desires to accept any bona fide offer from a third party to purchase such interest or the Studio (including any sale of substantially all of the assets of the Studio) shall notify KickHouse Fitness in writing of each such offer, and shall provide such information and documentation relating to the offer as KickHouse Fitness may require. For purposes of this Agreement, the term bona fide offer shall mean an executed written offer containing the purchase price denominated in a dollar amount and details regarding payment terms, an earnest money deposit and a complete franchise application from a fully disclosed offeror including detail on the ownership breakdown and structure of the offeror. In addition, the following procedures and provisions shall apply:

9.3.1. Upon KickHouse Fitness's request, Franchisee must provide KickHouse Fitness with any information about the business and operations of the Studio and the offeror that KickHouse Fitness requests.

9.3.2. KickHouse Fitness shall have the right and option, exercisable within 30 days after receipt of such written notification and all information requested under subsection 9.3.1, to send written notice to the seller that KickHouse Fitness intends to purchase the seller's interest, or the Studio, as applicable, on the same terms and conditions offered by the third party and at the same price. If KickHouse Fitness does not provide written notice to the seller within the 30-day period, then KickHouse Fitness will be deemed to have not exercised the right of first refusal provided to it under Section 9.3.

9.3.3. If KickHouse Fitness elects to purchase the seller's interest, closing on such purchase must occur within 60 days from the date of notice to the seller of the election to purchase. by KickHouse Fitness. If KickHouse Fitness exercises its option, KickHouse Fitness will waive the transfer fee described in Section 9.4(f). Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by KickHouse Fitness as in the case of an initial offer.

9.3.4. Failure of KickHouse Fitness to exercise the option afforded by Section 9.3 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section 9.4 with respect to a proposed transfer, including, without limitation, the requirement that Franchisee obtains KickHouse Fitness's prior written consent.

9.3.5. If the consideration, terms, or conditions offered by a third party include assets not related directly to the Studio or otherwise are such that KickHouse Fitness may not reasonably be required to furnish the same consideration, terms, or conditions, then KickHouse Fitness may purchase the interest in the Studio proposed to be sold for an amount reasonably allocable to that interest, the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, or conditions allocable to the interest in the Studio, an independent appraiser shall be mutually designated by You and KickHouse Fitness, and such independent appraiser's determination shall be binding.

~~9.4.~~ Conditions for Consent to Transfer

KickHouse Fitness may condition its approval of any proposed Transfer upon Your satisfaction of certain conditions, including the following:

(a) Satisfaction of KickHouse Fitness that the proposed buyer meets all of the criteria of character, business experience, financial responsibility, net worth and other standards that KickHouse Fitness customarily applies to new franchisees at the time of Transfer;

(b) Payment of all Your outstanding debts to KickHouse Fitness;

(c) Cure of all defaults under the Franchise Agreement, any other agreement(s) between KickHouse Fitness, or its Related Parties and You, and under the Manual;

(d) At KickHouse Fitness's option, signing by the buyer of the then-current form of franchise agreement, appropriately amended in light of the fact that the business is already operational, and payment by the buyer of fifty percent (50%) of the then-current Initial Franchise Fee plus training costs to KickHouse Fitness;

(e) Signing by the buyer of an assumption of all liabilities and benefits of the existing franchise agreement;

(f) Your payment of the Transfer Fee and the Supplemental Transfer Fee described in Article 6 of this Agreement;

(g) Completion by the buyer of the KickHouse Fitness initial training program to KickHouse Fitness's satisfaction;

(h) At KickHouse Fitness's~~Fitness~~ option, modernization of the Studio to meet KickHouse Fitness's then-current standards and specifications; and

(i) You and Your Related Parties that are parties to this Agreement and the transferee and its owners shall have executed Consent to Transfer and Release Agreement, which agreement will contain a general release, in a form satisfactory to KickHouse Fitness, of any and all claims against KickHouse Fitness and its Related Parties, affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities

including, without limitation, claims arising under this Agreement, any other agreement between You and KickHouse Fitness or its affiliates, and federal, state, and local laws and rules.

9.5. Transfer from an Individual ~~Owner~~ to a Corporation, LLC~~Limited Liability Company~~ or other Entity

If You~~you~~ are an individual, You~~you~~ may, during the eight (8) month period after the Effective Date, and after obtaining our prior written consent, transfer and assign all of Your~~your~~ rights and obligations under this Agreement to a corporation, limited liability company or other entity that is wholly owned by You~~you~~ (the "Legal Entity"); provided that You~~you~~ satisfy the Assignment to Legal Entity Conditions (as set forth in paragraphs 9.5.1 through 9.5.4 below). Such an assignment to a Legal Entity will not be subject to the Right of First Refusal, as set forth in Section 9.3 of this Agreement, or to the conditions of transfer set forth in Section 9.4 of this Agreement:

9.5.1. You cause the Legal Entity in its articles of incorporation or operating agreement, as applicable, to provide that its purpose and business activities are to be confined exclusively to the operation of the Studio as authorized by, and in accordance with, the terms and conditions of this Agreement;

9.5.2. You and the Legal Entity enter into KickHouse Fitness's then-current form of Assignment and Assumption Agreement (which current form is set forth in Exhibit 7) and Certification of Ownership Acknowledgment, and each owner in the Legal Entity executes KickHouse Fitness's then-current form of Personal Guaranty and Subordination Agreement (which current form is set forth in Exhibit 5);

9.5.3. You are in Good Standing under this Agreement both at the time of Your~~your~~ request for the proposed assignment and on the date the assignment to the Legal Entity is to be effectuated;

9.5.4. You and the Legal Entity have executed a general release, in a form satisfactory to us, of any and all claims against us and our members, officers, directors, employees, affiliates and agents;

9.5.5. If the assignment takes place more than eight months after the Effective Date, You~~you~~ must pay to us an assignment fee in the amount of $2,000 to compensate us for all of our expenses for the administration of the Transfer, including the preparation, execution and filing of all documentation required by us in connection with the Transfer.

9.6. Assignment Upon Death; Disability

If You die within the term of this Agreement, Your heirs or beneficiaries may have sixty (60) days within which to demonstrate to KickHouse Fitness's satisfaction that they meet all of the criteria of character, business experience, financial responsibility, net worth and other standards that KickHouse Fitness requires of new franchisees at that time. If KickHouse Fitness approves Your heirs or beneficiaries as transferees of the franchise and they meet the other conditions of Transfer, KickHouse Fitness will waive any transfer fee in connection with the transfer. If KickHouse Fitness advises Your heirs or beneficiaries in writing that KickHouse Fitness will not approve them as transferees of the franchise, or if KickHouse Fitness fails to approve or disapprove the transfer within sixty (60) days following Your death, Your heirs or beneficiaries may have one hundred twenty (120) additional days from the date of disapproval of the transfer or the end of the sixty (60)-day period, whichever is first, within which to find and notify KickHouse Fitness of a proposed Transfer to a qualified buyer in conformity with the provisions of Sections 9.2, 9.3, and 9.4 of this Agreement. If Your heirs or beneficiaries do not advise KickHouse Fitness of a

qualified buyer within the specified period, the franchise will automatically terminate at the end of the period unless KickHouse Fitness has granted a written extension of time.

Upon Your permanent disability or the permanent disability of any person with a controlling interest in You, KickHouse Fitness may, in its sole discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Article 9 within six (6) months after notice to You. "Permanent disability" shall mean any physical, emotional, or mental injury, illness, or incapacity that would prevent a person from performing the obligations set forth in this Agreement for at least six (6) consecutive months and from which condition recovery within six consecutive months from the date of determination of disability is unlikely. Permanent disability shall be determined by a licensed practicing physician selected by KickHouse Fitness upon examination of such person or, if such person refuses to be examined, then such person shall automatically be deemed permanently disabled for the purposes of this Section 9.6 as of the date of refusal. KickHouse Fitness shall pay the cost of the required examination.

9.7. Assignment by KickHouse Fitness

KickHouse Fitness shall have the right directly or indirectly, to sell, assign, transfer or otherwise dispose of or deal with this Agreement, or any or all of our rights and obligations under this Agreement, to any individual, firm, partnership, association, bank, lending institution, corporation, limited liability company or other person or entity as we may in our sole discretion deem appropriate. In the event of any such transfer, we will be released from any liability under this Agreement for the obligations transferred.

TERMINATION OF FRANCHISE

Termination by Consent of the Parties

This Agreement may be terminated upon the mutual written consent of the parties.

Termination by KickHouse Fitness

Immediate Termination upon Notice of Default

Upon the occurrence of any of the following defaults, KickHouse Fitness at its option, may terminate this Agreement effective immediately upon written notice to Youyou:

(a) If You misuse the Trade Name, Marks or the System;

(b) If You engage in conduct which reflects materially and unfavorably upon the goodwill associated with the Trade Name, Marks, or System;

(c) If You use in the Studio or any advertising for the Studio any names, marks, systems, logotypes or symbols that KickHouse Fitness has not authorized You to use;

(d) If You or any of Your Related Parties has any direct or indirect interest in the ownership or operation of any business other than the Studio that is confusingly similar to the Studio or uses the System or the Marks;

(e) If You fail to give KickHouse Fitness a signed copy of the Nondisclosure and Noncompetition Agreement, a form of which is attached hereto as Exhibit 4, for each of Your Related Parties within ten (10) days after KickHouse Fitness requests it;

(f) If You attempt to assign or Transfer Your rights under this Agreement in any manner not authorized by this Agreement;

(g) If You or Your Related Parties have made any material misrepresentations in connection with the acquisition of a Studio or to induce KickHouse Fitness to enter into this Agreement;

(h) If You act without KickHouse Fitness's prior written approval or consent in regard to any matter for which KickHouse Fitness's prior written approval or consent is expressly required by this Agreement;

(i) If You cease to operate the Studio, unless: (i) the suspension is caused by fire, condemnation, or other act of God; and (ii) operations are suspended for a period of no more than one hundred eighty (180) days;

(j) If You fail to permanently correct a breach of this Agreement or to meet the operational standards stated in the Manual after being twice requested in writing by KickHouse Fitness to correct a similar breach or meet any similar standard in any twelve (12) month period;

(k) If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Studio;

(l) Except as otherwise required by the United States Bankruptcy Code, if You become insolvent, are adjudicated a bankrupt, or file or have filed against You a petition in bankruptcy, reorganization or similar proceeding;

(m) If You or any of Your~~your~~ Related Parties plead guilty to, plead no contest to, or are convicted of, a felony, a crime involving moral turpitude, or any other crime or offense that KickHouse Fitness believes is reasonably likely to have an adverse effect on the System or Marks, the goodwill associated therewith, or KickHouse Fitness's interest therein; or

(n) If You knowingly maintain false books or records, or submit any false reports to KickHouse Fitness.

Termination after Five Days' Notice to Cure

KickHouse Fitness at its option may terminate this Agreement, effective five (5) days after written notice is given to You, if You fail to make any payment when due under this Agreement or any other agreement between You and KickHouse Fitness or a Related Party of KickHouse Fitness.

Termination after Thirty Days' Notice to Cure

Upon the occurrence of any of the following defaults, KickHouse Fitness at its option may terminate this Agreement after thirty (30) days' notice to cure is given to You:

(a) If You fail to submit to KickHouse Fitness in a timely manner any information You are required to submit under this Agreement;

(b) If You fail to begin operation of the Studio within the time limits as provided in this Agreement

(c) If You fail to operate Your Studio in accordance with this Agreement;

(d) If Youyou fail to operate Your Studio in accordance with the Manual;

(e) If You fail to offer any service and/or program Youyou are required by KickHouse Fitness to offer;

(f) If You default in the performance of any other obligation under this Agreement or any other agreement with KickHouse Fitness or its Related Party.

Under this Section 10.2.3, KickHouse Fitness may terminate this Agreement only by giving written notice of termination stating the nature of such default to You at least thirty (30) days prior to the effective date of termination; provided, however, that You may avoid termination by immediately initiating a remedy to cure such default, curing it to KickHouse Fitness's satisfaction, and by promptly providing proof thereof to KickHouse Fitness within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to You effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

Rights and Obligations After Termination or Expiration

Upon termination of this Agreement for any reason, the parties will have the following rights and obligations:

(a) KickHouse Fitness will have no further obligations under this Agreement.

(b) You shall give KickHouse Fitness a final accounting for the Studio, pay KickHouse Fitness and its Related Parties within thirty (30) days after termination all payments due to KickHouse Fitness or its Related Parties, and return the Manual and any other property belonging to KickHouse Fitness.

(c) You shall immediately and permanently cease to operate the Studio. You shall immediately and permanently stop using the Marks or any confusingly similar marks, the System, or any advertising, signs, stationery, or forms that bear identifying marks or colors that might give others the impression that You are operating a Studio; You shall refrain from any statement or action that might give others the impression that You are or ever were affiliated with the System.

(d) You shall promptly sign any documents and take any steps that in the judgment of KickHouse Fitness are necessary to delete Your listings from classified telephone directories, and terminate all other references and advertisements that indicate You are or ever were affiliated with KickHouse Fitness or a Studio. By signing this Agreement, You irrevocably appoint KickHouse Fitness as Your attorney-in-fact to take the actions described in this paragraph if You do not do so Yourself within seven (7) days after termination of this Agreement. You further irrevocably assign Youryour telephone numbers listed on Exhibit 3 to KickHouse Fitness; Youyou shall disconnect or, at KickHouse Fitness's option, assign to KickHouse Fitness all telephone numbers that have been used in the Studio.

(e) You shall maintain all records required by KickHouse Fitness under this Agreement for a period of not less than three (3) years after final payment of any amounts You owe to

KickHouse Fitness and its Related Parties when this Agreement is terminated (or such longer period as required by applicable law).

(f) KickHouse Fitness has an option to purchase the business from You~~you~~, including but not limited to, any or all of the physical assets of the Studio, including its equipment, supplies and inventory, during a period of sixty (60) days following the effective date of termination, valued as follows:

1. The lower of depreciated value or fair market value of the equipment, supplies and inventory; and

2. Depreciated value of other tangible personal property calculated on the straight-line method over a five (5) year life, less any liens or encumbrances.

KickHouse Fitness must send written notice to You within thirty (30) days after termination of this Agreement of its election to exercise the option to purchase. If the parties do not agree on a price within the option period, the option period may be extended for up to fifteen (15) business days to permit appraisal by an independent appraiser who is mutually satisfactory to the parties. If the parties fail to agree upon an appraiser within the specified period, each will appoint an appraiser and the two appraisers thus appointed must agree on a third appraiser, and together, within sixty (60) days after termination they shall determine the price for the physical assets of the Studio in accordance with the standards specified above. This determination will be final and binding upon both KickHouse Fitness and You.

We may exclude from the assets- appraised any signs, equipment, inventory, and materials that are not reasonably necessary (in function or quality) to the operation of the Studio or that we have not approved as meeting KickHouse Fitness's then current standards; the purchase price determined by the appraisal will reflect such exclusions (the "Purchase Price).

You and we agree that the Purchase Price shall be paid at a closing date not later than ninety (90) days after Determination. We have the right to offset against the Purchase Price any and all amounts that You~~you~~ or Your~~your~~ Related Parties owe KickHouse Fitness and its Related Parties.

At closing, You~~you~~ agree to deliver instruments transferring: (i) good and marketable title to the assets purchased, free and clear of all liens and encumbrances, with all sales and transfer taxes paid by You~~you~~; (ii) all licenses and permits related to the business which can be assigned; (iii) the leasehold interest in the Approved Location; (iv) a release agreement signed by You and Your~~your~~ Related Parties in a form and substance acceptable to KickHouse Fitness; and (v) such other documentation as KickHouse Fitness may reasonably request.

(g) KickHouse Fitness has an option to replace You as lessee under any equipment lease or note for equipment that is used in connection with the Studio. Upon request by KickHouse Fitness, You shall give KickHouse Fitness copies of the leases for all equipment used in the KickHouse Studio immediately upon termination. Upon request by KickHouse Fitness, You shall allow KickHouse Fitness the opportunity, at a mutually satisfactory time, to inspect the leased equipment. KickHouse Fitness must request the information and access described in this paragraph within fifteen (15) days after termination; it must advise You

of its intention to exercise the option within fifteen (15) days after it has received the information and/or inspected the equipment. KickHouse Fitness may assume any equipment lease in consideration of its assumption of future obligations under the lease. Upon exercise of this option by KickHouse Fitness, You shall be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.

(h) If KickHouse Fitness declines to purchase or assume the lease on Your equipment, You may sell it to either another System franchisee or, with KickHouse Fitness prior written approval Youyou ~~you~~ may de-brand the equipment and sell it to a non-franchisee.

(i) You may not sell, or in any way divulge, the client list of Your Studio.

(j) If the premises are leased from a third party, and if KickHouse Fitness elects, the Franchisee shall immediately assign its interest in the lease to the Franchisor and immediately surrender possession of the premises to the Franchisor. The Franchisee is and remains liable for all of its obligations accruing up to the effective date of any lease assignment.

(k) Franchisee shall abide by the post-termination non-compete covenant in Section 8.6 of this Agreement.

(l) Liquidated Damage Fee. If this Agreement is terminated as a result of a default by You, You shall pay to us liquidated damages in an amount equal to the aggregate Royalty Fees and Marketing Fund Fees Youyou ~~you~~ owed to us under this Agreement during the 36 full calendar months during which Youryour ~~your~~ Studio was open and operating immediately before the termination date. If the Studio has not been open and operating for at least 36 months before the termination date, liquidated damages shall be equal to (x) the average monthly Royalty Fees and Marketing Fees owed under this Agreement for all months during which the Studio was open and operating, multiplied by (y) 36. You shall pay the Liquidated Damage Fee to us no later than ten (10) days following the date this Agreement is terminated. The parties hereto acknowledge and agree that it would be impractical to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from the Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages. The Liquidated Damages Fee only covers our damages from the loss of cash flow from the Royalty Fees and Marketing Fund Fees. It does not cover any other damages, including damages to our reputation with the public and landlords, and damages arising from a violation of any provision of this Agreement other than Youryour ~~your~~ Royalty Fee and Marketing Fund Fee payment obligations. You and each of Youryour ~~your~~ owners agree that this liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than Youryour ~~your~~ Royalty Fee and Marketing Fund Fee payment obligations.

(m) ~~–~~Memberships. In addition to any procedures required by applicable laws and any instructions that we may provide, Youyou ~~you~~ must notify all members of Youryour ~~your~~ Studio

immediately that Your~~your~~ Studio will cease to operate under the Marks (using a notice that we have approved in writing) and offer to such members the option to terminate their membership and receive a pro rata refund of all membership fees and other charges which were prepaid by such members related to any period after the effective date of termination or expiration of this Agreement. You are solely responsible for paying such refunds to Your~~your~~ members. We may contact and offer such members continued rights to use one or more Studios on such terms and conditions we deem appropriate, which in no event will include assumption of any then-existing liability arising out of or relating to any membership agreement or act or failure to act by You~~you~~ or Your~~your~~ Studio. You will cooperate with us to preserve member goodwill.

No Limitation of Remedies

No right or remedy conferred upon or reserved to KickHouse Fitness (including as set forth in Section 10.3 above) is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. Nothing herein shall be construed to deprive KickHouse Fitness of the right to recover damages as compensation for lost future profits. Termination of this Agreement will not end any obligation of either party that has come into existence before termination. All obligations of the parties, which by their terms or by reasonable implication are to be performed in whole or in part after termination, shall survive termination.

MISCELLANEOUS PROVISIONS

Construction of Contract

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires.

Governing Law, Venue and Jurisdiction

11.2.1. This Agreement shall take effect upon its acceptance and execution by KickHouse Fitness. Except to the extent governed by the United States Arbitration Act (9 U.S.C.§§ 1, et. seq.) and the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. §1050 et seq.), this Agreement, the franchise and all claims arising from or in any way related to the relationship between KickHouse Fitness, and/or any of its affiliates, on the one hand, and You~~you~~, and any of Your~~your~~ owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the laws of the state of Texas, which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless jurisdictional requirements are met independently without reference to this paragraph.

11.2.2. In the event the arbitration clause set forth in Section 11.8 is inapplicable or unenforceable, and subject to KickHouse Fitness's right to obtain injunctive relief in any court of competent jurisdiction, the following provision shall govern: The parties hereby expressly agree that the United States District Court for Northern District of Texas, Dallas Division or if such court lacks subject matter jurisdiction, the 382nd District Court in Rockwall, Texas, shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, the operation of the Studio, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the

jurisdiction or venue of these courts. You acknowledge that this Agreement has been entered into in the State of Texas and that Youyou are to receive valuable and continuing services emanating from KickHouse Fitness's headquarters in Rockwall County, Texas. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision.

Notices

The parties to this Agreement shall direct any notices to the other party at the Delivery Address specified below that party's name on the final page of this Agreement or at another address if advised in writing that the address has been changed. The parties shall notify each other in writing if the Delivery Address changes. As of the Start Date of this Agreement, as defined above, Your Delivery Address will be Your Approved Location. Notice may be delivered by facsimile (with simultaneous mailing of a copy by first class mail), by electronic mail (with simultaneous mailing of a copy by first class mail), courier, federal express, or first class mail. Notice by facsimile will be considered delivered upon transmission; by courier, upon delivery; and by first class mail, three days after posting. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

No Waivers

No delay, waiver, omission, or forbearance on the part of KickHouse Fitness to exercise any right, option, duty, or power arising out of any breach or default by You under any of the terms, provisions, covenants, or conditions hereof, shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against You, or as to subsequent breach or default by You. Subsequent acceptance by KickHouse Fitness of any payments due to it hereunder shall not be deemed to be a waiver by KickHouse Fitness of any preceding breach by You of any terms, provisions, covenants, or conditions of this Agreement.

Integration

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties. This Agreement supersedes any and all prior negotiations, understandings, representations and agreements. No representations have induced You to execute this Agreement with KickHouse Fitness. Except for those permitted to be made unilaterally by KickHouse Fitness hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require You to waive reliance on any representation that KickHouse Fitness made in the most recent disclosure document (including its exhibits and amendments) (the "FDD") that KickHouse Fitness delivered to You or Your representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

You acknowledge that Youyou are entering into this Agreement as a result of Youryour own independent investigation, and not as a result of any representations (with the exception of those

representations made in the FDD) made by KickHouse Fitness, its members, managers, officers, directors, employees, agents, representatives, or independent contractors that are contrary to the terms set forth in this Agreement. You acknowledge that the FDD Youyou received contained a copy of this Franchise Agreement and that Youyou reviewed the FDD and Franchise Agreement before Youyou signed this Agreement. You further understand, acknowledge and agree that any information Youyou obtain from any System franchisee, including relating to their sales, profit, cash flows, and/or expenses, does not constitute information obtained from KickHouse Fitness, nor does KickHouse Fitness make any representation as to the accuracy of any such information.

Negotiation and Mediation

11.7.1. Agreement to Use Procedure

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute without litigation or arbitration. Other than an action by KickHouse Fitness under Section 11.9 of this Agreement, the parties agree that if any dispute arises between them, before beginning any legal action or arbitration to interpret or enforce this Agreement, they will first follow the procedures described in this section. 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 legal action or arbitration to interpret or enforce this Agreement.

11.7.2. Initiation of Procedures

The party that initiates these procedures ("Initiating Party") must give written notice to the other party, describing in general terms the nature of the dispute, specifying the Initiating Party's claim for relief, including the damages sought, and identifying one or more persons with authority to settle the dispute for him, her, or it. The party receiving the notice ("Responding Party") has seven (7) days within which to designate by written notice to the Initiating Party one or more persons with authority to settle the dispute on the Responding Party's behalf (the "Authorized Persons").

11.7.3. Direct Negotiations

The Authorized Persons may investigate the dispute as they consider appropriate, but agree to meet in person at a mutually agreed upon location, within seven (7) days from the date of the designation of Authorized Persons to discuss resolution of the dispute. The Authorized Persons may meet at any times and places and as often as they agree. If the dispute has not been resolved within ten (10) days after their initial meeting, either party may begin mediation procedures by giving written notice to the other party that it is doing so.

11.7.4. Selection of Mediator

The Authorized Persons will have seven (7) days from the date on which one party gives notice that he, she, or it is beginning mediation within which to submit to one another written lists of acceptable mediators who are not associated with either of the parties. Within seven (7) days from the date of receipt of any list, the Authorized Persons must rank all the mediators in numerical order of preference and exchange the rankings. If one or more names are on both lists, the highest ranking one of these will be designated the mediator. If this process does not result in selection of a mediator, the parties agree jointly to request the arbitral organization designated in Section 11.8 to supply a list of qualified potential mediators. Within seven (7) days after receipt of the list, the parties must again rank the proposed mediators

in numerical order of preference and must simultaneously exchange their lists. The mediator having the highest combined ranking shall be appointed as mediator. If the highest ranking mediator is not available to serve, the parties must go on to contact the mediator who was next highest in ranking until they are able to select a mediator.

11.7.5. Time and Place for Mediation

In consultation with the parties, the mediator shall promptly designate a mutually acceptable time and place for the mediation. Unless circumstances make it impossible, the time may not be later than thirty (30) days after selection of the mediator.

11.7.6. Exchange of Information

If either party to this Agreement believes he, she, or it needs information in the possession of another party to this Agreement to prepare for the mediation, all parties must attempt in good faith to agree on procedures for an exchange of information, with the help of the mediator if required.

11.7.7. Summary of Views

At least seven (7) days before the first scheduled mediation session, each party must deliver to the mediator and to the other party a concise written summary of its views on the matter in dispute and on any other matters that the mediator asks them to include. The mediator may also request that each party submit a confidential paper on relevant legal issues, which may be limited in length by the mediator, to him or her.

11.7.8. Representatives

In the mediation, each party must be represented by an Authorized Person and may be represented by counsel. In addition, each party may, with permission of the mediator, bring with him, her, or it any additional persons who are needed to respond to questions, contribute information, and participate in the negotiations.

11.7.9. Conduct of Mediation

The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful after reviewing the position papers, the mediator shall give both himself or herself and the Authorized Persons an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator shall assist the Authorized Persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties.

All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.

11.7.10. Termination of Procedure

The parties agree to participate in the mediation procedure to its conclusion, as set forth in this section. The mediation may be concluded (1) by the signing of a settlement agreement by the parties, (2) by the mediator's declaration that the mediation is terminated, or (3) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the

mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

11.7.11. Fees of Mediator; Disqualification

The fees and expenses of the mediator must be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert or counsel for any party with respect to the dispute or any related or similar matter in which either of the parties is involved.

11.7.12. Confidentiality

The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual or audio record of the proceedings may be made. Any conduct, statement, promise, offer, view or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible will not be excluded from discovery or made inadmissible simply because of its use in the mediation.

~~11.8.~~ Arbitration

Except as provided in Section 11.9, and if not resolved by the negotiation and mediation procedures described in Section 11.7 above, any dispute, controversy, or claim between You~~you~~ and/or any of Your~~your~~ Related Parties, on the one hand, and KickHouse Fitness and/or any of KickHouse Fitness's Related Parties, on the other hand, including, without limitation, any dispute, controversy, or claim arising under, out of, in connection with or related to: (a) this Agreement; (b) the relationship of the parties; (c) the events leading up to the execution of this Agreement; (d) any loan or other finance arrangement between You~~you~~ and KickHouse Fitness or its Related Parties; (e) the parties' relationship; (f) any System Standard; (g) any claim based in tort or any theory of negligence; and/or (j) the scope or validity of the arbitration obligation under this Agreement; shall be determined ~~in Rockwall County, Texas~~ by JAMS ("JAMS"). This arbitration clause will not deprive KickHouse Fitness of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction.

11.8.1. The arbitration will be administered by JAMS pursuant to its Commercial Arbitration Rules then in effect by one arbitrator. The arbitrator shall be an attorney with substantial experience in franchise law. If proper notice of any hearing has been given, the arbitrator will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear.

11.8.2. In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be forever barred.

11.8.3. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action, associational action, or otherwise to join or consolidate any claim with any claim or any other proceeding involving third parties. If a court or arbitrator determines that this limitation on joinder of, or class action certification of, claims is unenforceable, then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts, in accordance with Section 11.2. The arbitration must take place in Rockwall, Texas, or at such other location as KickHouse Fitness designates.

11.8.4. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either Youyou or KickHouse Fitness. The arbitrator may not under any circumstance (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary damages, (c) certify a class or a consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which the main office of KickHouse Fitness is located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the parties, including, but not limited to: any decision as to whether Section 11.8 is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

11.8.5. The arbitrator can issue summary orders disposing of all or part of a claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

11.8.6. The arbitrator will have subpoena powers limited only by the laws of the state of Texas.

11.8.7. The parties ask that the arbitrator limit discovery to the greatest extent possible consistent with basic fairness in order to minimize the time and expense of arbitration. The parties to the dispute will otherwise have the same discovery rights as are available in civil actions under the laws of the state of Texas.

11.8.8. All other procedural matters will be determined by applying the statutory, common laws, and rules of procedure that control a court of competent jurisdiction in the state of Texas.

11.8.9. Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

11.8.10. The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction.

11.8.11. KickHouse Fitness reserves the right, but has no obligation, to advance Youryour share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished KickHouse Fitness's right to seek recovery of those costs against Youyou.

11.8.12. The party against whom the arbitrator renders a decision shall pay all expenses of arbitration.

~~11.9~~ Exceptions to Arbitration and Mediation~~.~~

11.9.1. Notwithstanding the provisions of Sections 11.7 and 11.8 of this Agreement, KickHouse Fitness shall be entitled, without bond, to the entry of temporary, preliminary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement in any court of competent jurisdiction relating to: (a) Your~~your~~, and/or any of Your~~your~~ Related Party's use of the Marks; (b) Your~~your~~ confidentiality and non-competition covenants (Section 8); (c) Your~~your~~ obligations upon termination or expiration of the franchise; or (d) Transfer or assignment by You~~you~~. If KickHouse Fitness secures any such injunction or order of specific performance, You~~you~~ agree to pay to KickHouse Fitness an amount equal to the aggregate of KickHouse Fitness's costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses and any damages incurred by KickHouse Fitness as a result of the breach of any such provision.

11.9.2. Further, at the election of KickHouse Fitness, or its affiliate, the mediation and arbitration provisions of Sections 11.7 and 11.8, inclusive of all subparts, shall not apply to: (a) any claim by KickHouse Fitness relating to Your~~your~~ failure to pay any fee due to KickHouse Fitness under this Agreement; and/or (b) any claim by KickHouse Fitness or its affiliate relating to use of the Proprietary Marks and/or the System, including, without limitation, claims for violations of the Lanham Act ; and/or (c) any claim by KickHouse Fitness relating to a breach of Your~~your~~ confidentiality and/or non-competition obligations under this Agreement.

~~11.10~~ Survival~~.~~

The provisions of Article 11 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

~~11.11~~ Franchisee May Not Withhold Payment to~~Due~~ KickHouse Fitness~~.~~

You agree that You~~you~~ will not, on grounds of the alleged non-performance by KickHouse Fitness of any of its obligations hereunder, or on any other grounds, withhold payment of any Royalty Fees, Marketing Fund contributions or any other fees due to KickHouse Fitness from You~~you~~ under this Agreement.

~~11.12~~ Waiver of Rights~~.~~

THE PARTIES HERETO AND EACH OF THEM KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE AS FOLLOWS:

11.12.1. ~~_____~~ Jury Trial. **The parties hereto and each of them EXPRESSLY WAIVE(S) THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY,**

INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section 11.8 is unenforceable. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

11.12.2. ~~—~~Damage Waiver. The parties hereto and each of them EXPRESSLY WAIVE(S) ANY CLAIM FOR PUNITIVE, CONSEQUENTIAL, COMPENSATORY, LOST PROFIT, MULTIPLE AND/OR EXEMPLARY DAMAGES; ***except that*** this waiver and limitation shall not apply with respect to (a) Your~~your~~ obligation to indemnify KickHouse Fitness pursuant to any provision of this Agreement, and/or (b) any claims KickHouse Fitness brings against You~~you~~ and/or Your~~your~~ guarantors for unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information, unfair competition, breach of the non-competition covenant and any other cause of action under the Lanham Act, and KickHouse Fitness shall be entitled to receive an award of multiple damages, attorneys' fees and all damages as provided by law.

11.12.3. The parties hereto and each of them EXPRESSLY AGREE(S) THAT IN THE EVENT OF ANY FINAL DETERMINATION, ADJUDICATION OR APPLICABLE ENACTMENT OF LAW THAT PUNITIVE, CONSEQUENTIAL, COMPENSATORY, LOST PROFIT, MULTIPLE AND/OR EXEMPLARY DAMAGES MAY NOT BE WAIVED, ANY RECOVERY BY ANY PARTY IN ANY ARBITRATION OR OTHER FORUM SHALL NEVER EXCEED TWO (2) TIMES ACTUAL DAMAGES, except that KickHouse Fitness may recover more than two (2) times its actual damages if You~~you~~ commit acts of willful trademark infringement or otherwise violate the Lanham Act, as provided by law.

11.12.4. ~~—~~You hereby expressly waive any and all rights, actions or claims for relief under the Federal Act entitled "Racketeer Influenced and Corrupt Organizations", 18 U.S.C. Section 1961, *et seq.*

11.12.5. ~~—~~The parties hereto hereby expressly knowledge and agree that the foregoing waivers and limitation of liability as set forth in this Section 11.12 shall apply not only apply to KickHouse Fitness, but also to its representatives, affiliates, agents, officers, directors and employees and their successors and assigns.

~~11.13~~ Limitation of Action~~.~~

11.13.1. ~~—~~Except for claims arising from Your~~your~~ non-payment or underpayment of amounts You~~you~~ owe to KickHouse Fitness, or claims related to Your~~your~~ unauthorized use of the Marks, 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 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.

11.13.2. ———You hereby acknowledge and agree that Youyou may not maintain any arbitration or litigation against KickHouse Fitness or any KickHouse Fitness Related Party unless (a) Youyou deliver written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to Youyou, (b) Youyou strictly adhere to the negotiation and mediation procedures described in Sections 11.7 and 11.8, and (c) Youyou file an arbitration within one (1) year after the notice is delivered.

11.14 Cumulative Rights.

No right or remedy conferred upon or reserved to KickHouse Fitness or Youyou by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

11.15 Injunctive Relief.

You recognize that Youyou are a member of a franchise system and that Youryour acts and omissions may have a positive or negative effect on the success of other businesses operating under the Proprietary Marks and in association with the System. You acknowledge that failure on the part of a single franchisee to comply with the terms of its franchise agreement is likely to cause irreparable damage to KickHouse Fitness and to some or all of the other franchisees of KickHouse Fitness. For this reason, You agree that if KickHouse Fitness can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of Youryour breach or threatened breach of any of the terms of this Agreement, KickHouse Fitness will be entitled to an injunction restraining the breach or to a decree of specific performance, without showing or proving any actual damage. Without limiting the generality of the foregoing, nothing herein contained shall bar KickHouse Fitness's right to obtain injunctive relief, without posting bond or security, against conduct or threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders, preliminary and permanent injunctions, and orders of specific performance enforcing the provisions of this Agreement. Additionally, and without limiting the generality of the foregoing, KickHouse Fitness shall have the right to seek injunctive relief to prohibit any act or omission by Youyou or Youryour employees that constitute a violation of any applicable law, is dishonest or misleading to the public, or which may impair the goodwill associated with the Proprietary Marks, Trade Dress or System.

11.16 No Class or Collective Actions.

You agree that any arbitration, or, if applicable, litigation, between Youyou and/or any of Youryour Related Parties, on the one hand, and KickHouse Fitness and/or any KickHouse Fitness Related Party, on the other hand, will be on such party's individual claim and that the claim or claims subject to arbitration and/or litigation shall not be arbitrated or litigated on a class-wide, associational or collective basis.

11.17 Post-termTerm Applicability.

The provisions of Article 11 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement, however effected.

11.18 Attorneys' Fees orand Costs.

If legal action or arbitration is necessary, including any motion to compel arbitration, or action on appeal, to enforce the terms and conditions of this Agreement, for violation of this Agreement, or for violation of the Lanham Act or other similar state statute, KickHouse Fitness will be entitled to recover reasonable compensation for preparation, investigation costs, court costs, arbitral costs, and reasonable accountants', attorneys', attorneys' assistants', and expert witness fees incurred by KickHouse Fitness. Further, if KickHouse Fitness is required to engage legal counsel in connection with any failure by You to comply with this Agreement, You shall reimburse KickHouse Fitness for any of the above-listed costs and expenses incurred by KickHouse Fitness.

1. OTHER PROVISIONS

1.1. Parts

~~12. Miscellaneous~~

~~12.1~~ Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

~~12.2.~~ Approval and Guaranty Provision

If You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members, shall approve this Agreement, permit You to furnish the financial information required by KickHouse Fitness, and agree to the restrictions placed on them, including restrictions on the transferability of their interests in the franchise and the Franchised Business and limitations on their rights to compete, and sign separately a Personal Guaranty and Subordination Agreement, guaranteeing Your payments and performance. Where required to satisfy our standards of creditworthiness, or to secure the obligations made under this Agreement, Your spouse, or the spouses of Your Related Parties, may be asked to sign the Personal Guaranty and Subordination Agreement. Our form of Personal Guaranty and Subordination Agreement appears as Exhibit 5 to this Agreement.

~~12.3.~~ Acceptance by KickHouse Fitness

This Agreement will not be binding on KickHouse Fitness unless and until an authorized officer of KickHouse Fitness has signed it.

~~12.4.~~ Disclaimer of Representations

NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED OFFICER BY A WRITTEN DOCUMENT. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH HAVE LED YOU TO ENTER INTO THIS AGREEMENT. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT UPON YOUR EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS

AND VARIABLE FACTORS BEYOND OUR CONTROL OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE. YOU UNDERSTAND THAT KICKHOUSE FITNESS IS NOT A FIDUCIARY AND HAS NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

~~12.5.~~ Receipt

The~~-~~ undersigned acknowledges receipt of this Agreement and the Franchise Disclosure Document, with any amendments and exhibits, at least fourteen (14) calendar days (unless otherwise required by applicable law) before execution of this Agreement or Your payment of any monies to us, refundable or otherwise.

~~12.6.~~ Opportunity for Review by Your Advisors

You acknowledge that we have recommended, and that You have had the opportunity to obtain, review of this Agreement and our Franchise Disclosure Document by Your lawyer, accountant or other business advisor before execution hereof.

~~12.7.~~ Execution of Agreement

Each of the undersigned parties warrants that it has the full authority to sign this Agreement. If You are a partnership, limited liability company or corporation, the person executing this agreement on behalf of such partnership, limited liability company or corporation warrants to us, both individually and in his capacity as partner, customer, manager or officer, that all of the partners of the partnership, all of the customers or managers of the limited liability company, or all of the shareholders of the corporation, as applicable, have read and approved this Agreement, including any restrictions which this Agreement places upon rights to transfer their interest in the partnership, limited liability company or corporation. If You are a partnership, limited liability company or corporation, You acknowledge that the Business Entity Information contained in Exhibit 6 is full, complete and accurate.

~~12.8.~~ Independent Investigation~~;~~

You acknowledge that You have conducted an independent investigation of the franchised business contemplated by this Agreement and recognize that it involves business risks which make the success of the venture largely dependent upon Your business abilities and efforts. You acknowledge that You have been given the opportunity to clarify any provision of this Agreement that You may not have initially understood and that we have advised You to have this Agreement reviewed by an attorney.

~~12.9.~~ No Guarantees of Earnings

You understand that neither KickHouse Fitness nor any of our representatives and/or agents with whom You have met have made and are not making any guarantees, express or implied, as to the extent of Your success in Your franchised business, and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with Your franchised business.

~~12.10.~~ No Personal Liability; No Recourse Against Nonparty Affiliates

You agree that fulfillment of any and all of our obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be KickHouse Fitness's sole responsibility and none of its agents, representatives, nor any individuals associated with it shall be personally liable to You for any reason.

All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to this Agreement, but not including separate undertakings such as guarantees of performance, personal guaranties, or corporate guarantees), may be made only against (and are those solely of) the entities that are expressly identified as parties in the preamble to this Agreement ("Contracting Parties"). No Person who is not a Contracting Party, including without limitation any director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach; and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates, unless such liabilities, claims, causes of action, and obligations arise from deliberately fraudulent acts. Without limiting the foregoing, to the maximum extent permitted by law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose liability of a Contracting Party on any Nonparty Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Nonparty Affiliates with to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. Nothing herein is intended to prevent a Contracting Party from pursuing any distinct legal rights it may have against a Nonparty Affiliate which arise from a separate document, such as a guaranty of performance, personal guaranty, corporate guaranty or similar agreement. Notwithstanding any other provision of this Agreement which limits the right of prospective Third-Party Beneficiaries, any Nonparty Affiliate may rely on this provision and enforce it against any Contracting Party or other Person or entity.

~~12.11~~ Non-uniform Agreements

KickHouse Fitness makes no representations or warranties that all other agreements with KickHouse Fitness System franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. You recognize, acknowledge and agree that KickHouse Fitness may waive or modify comparable provisions of other franchise agreements granted to other System franchisees in a non-uniform manner.

~~12.12~~ No Construction Against Drafter

No presumption, burden of proof, burden of persuasion or similar method of interpretation or standard shall arise or otherwise apply favoring or disfavoring any Party (including, without limitation, the draftsperson) by virtue of the authorship of any one or more provisions of this Agreement, including in any arbitration or litigation proceeding.

IN WITNESS TO THE PROVISIONS OF THIS AGREEMENT, the undersigned have executed this Agreement on the date set forth in Section 1 hereof.

FRANCHISOR
KickHouse Fitness, LLC

By:_____
Title:_____
Signature:_____

Delivery Address: KickHouse Fitness, LLC
931 Lexington Dr., Rockwall, Texas 75087

FRANCHISEE

By:_____
Title:_____
Signature:_____

Address:

_____
_____

FRANCHISEE

By:_____
Title:_____
Signature:_____

Address:

_____

Delivery Address for Notices (pending determination of the Approved Location):

_____
_____

EXHIBIT 1

APPROVED LOCATION / APPROVED TERRITORY

1. Approved Location:

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

☐ (b) The Approved Location has not been determined as of the Effective Date of this Agreement. Franchisee shall secure the Approved Location for the Studio 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 Studio shall be located.)

If (b) above is selected, once the Approved Location is secured by Franchisee in accordance with the terms of the Franchise Agreement, KickHouse Fitness, LLC will update this Exhibit 1 to reflect: (a) the address of the Approved Location secured by Franchisee in accordance with the terms of the Franchise Agreement, and (b) the Approved Territory, as designated by KickHouse Fitness, LLC~~, once the Approved Location is secured by Franchisee in accordance with the terms of the Franchise Agreement~~.

2. Approved Territory. The Approved Territory shall be comprised of the following area: An area that is within a _____mile "drivable distance" from Your~~your~~ approved site. We will determine Your~~your~~ Approved Territory using the mapping service and/or software of our choice, which may include GOOGLE® maps, MAPQUEST® or YAHOO® maps (as we select) as such maps exist on the date that Your~~your~~ site is approved.

You hereby acknowledge and agree that KickHouse Fitness, LLC may grant You~~you~~ an approved territory of less than a three (3) mile "drivable distance" based on the demographics of the area in which You~~you~~ wish to open Your~~your~~ Studio.

Initial: _____ **Date:** _____
Franchisee

Initial: _____ **Date:** _____
KickHouse Fitness, LLC

EXHIBIT 2

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENT

(ELECTRONIC FUNDS TRANSFER/DIRECT DEBITS)

The undersigned depositor ("Depositor") authorizes KickHouse Fitness, LLC ("KickHouse Fitness") to request debit entries and/or credit correction entries to the Depositor's checking and/or savings account(s) indicated below and the depository ("Depository") to debit the account according to KickHouse Fitness's instructions.

Depository	Branch
Street Address, City, State, Zip Code	
Bank Transit/ABA Number	Account Number

This authorization is to remain in full force and effect until Depository has received joint written notification from KickHouse Fitness and Depositor of the Depositor's termination of the authorization in a time and manner that will give Depository a reasonable opportunity to act on it. In spite of the foregoing, Depository will give KickHouse Fitness and Depositor thirty (30) days' prior written notice of the termination of this authorization. If an erroneous debit entry is made to Depositor's account, Depositor will have the right to have the amount of the entry credited to the account by Depository, if within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to the entry or forty-five (45) days after posting, whichever occurs first, Depositor has sent Depository a written notice identifying the entry, stating that the entry was in error, and requesting Depository to credit the amount of it to the account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

Depositor	Depository
By:_____	By:_____
Title	Title
Date	Date

Please attach a voided check for the account from which funds will be withdrawn. If the account is not established at the time of signing, a check will be required prior to the commencement of enrollment.

Initial: _____ **Date: _____**
Franchisee

Initial: _____ **Date: _____**
KickHouse Fitness, LLC

EXHIBIT 3

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

This Conditional Assignment of Telephone Numbers and Listings (the "Assignment") is entered into this _____ day of _____, 20___ ("Effective Date") in accordance with the terms of the Franchise Agreement ("Franchise Agreement") between KickHouse Fitness, LLC ("Franchisor") and _____ ("Franchisee"), executed concurrently with this Assignment and under which Franchisor granted Franchisee the right to own and operate a~~A~~ KickHouse franchised business located at _____ (the "Studio").

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, Franchisee hereby agrees as follows:

1. Conditional Assignment of Listings. Franchisee hereby conditionally assigns to Franchisor all of Franchisee's right, title and interest in and to (a) all telephone numbers and regular yellow pages, special, classified and other telephone directory listings used at any time in connection with the operation of the Studio; and (b) any and all website and social media addresses and accounts, including, without limitation, facebook®, Twitter®; LinkedIn®, and any other account that contains any term or any mark the same as or similar to any of Franchisor's trademarks (individually and collectively, the "Listings"). The Listings shall include the following telephone numbers:

---

2. No Liability. This Assignment is for collateral purposes only, and except as expressly provided herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless and until Franchisor notifies the telephone company, listing agency and/or webmaster/webhost (each a "Listing Agency"), as applicable.

3. Effectiveness of Assignment. This Assignment will become effective automatically upon expiration (provided that Franchisee has not obtained a renewal of the Franchise Agreement) or the earlier termination of the Franchise Agreement. Upon the occurrence of that condition, Franchisee must do all things required by the applicable Listing Agency to assure the effectiveness of the assignment set forth herein as if the Franchisor had been originally issued the Listings, and the usage thereof.

4. Responsibility of Franchisee. Franchisee agrees to pay the Listing Agencies on or before the effective date of assignment all amounts owed for the use of Listing(s). Franchisee further agrees to indemnify Franchisor for any sums Franchisor must pay any Listing Agency to effectuate this assignment, and agrees to fully cooperate with the Listing Agency and Franchisor in effectuating this assignment.

5. Franchisee Acknowledgments. Franchisee agrees and acknowledges that as between Franchisor and Franchisee, Franchisor shall have the sole right to and interest in and to the Listings upon termination or expiration of the Franchise Agreement. Franchisee appoints Franchisor as Franchisee's true and lawful attorney-in-fact to direct the Listing Agency to assign same to Franchisor and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event Franchisee shall immediately instruct the applicable Listing Agency to assign the applicable Listing to Franchisor, and /or to assign the Listing account to Franchisor. If Franchisee fails to promptly do so, Franchisor shall direct the appropriate parties to effectuate the assignment contemplated hereunder to Franchisor.

6. Attorney in Fact. The parties agree that the Listing Agency may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Listings and that such assignment shall be made automatically and effective immediately upon

the Listing Agency's receipt of notice from Franchisor or Franchisee. The parties further agree that if the Listing Agency requires that the parties execute an assignment form or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

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

ASSIGNOR

By:_____

Print Name: _____

Title:_____

ASSIGNEE:

KickHouse Fitness, LLC

By:_____

Print Name: _____

Title:_____

EXHIBIT 4

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

In return for 1) his or her training by KickHouse Fitness, LLC ("KickHouse Fitness") to operate a franchised Studio under the mark "KickHouse™" (the "Studio" or "KickHouse Studio"), 2) the grant of a franchise by KickHouse Fitness to a company in which he or she has an ownership interest, or 3) his or her employment by KickHouse Fitness or one of its franchisees, ____(" ____ ("Confidant") agrees as follows:

1. Nondisclosure of Trade Secrets and Confidential Information

Confidant agrees, during the term of the Franchise Agreement and following termination, expiration or assignments of the Agreement, not to disclose, duplicate, sell, reveal, divulge, publish, furnish or communicate, either directly or indirectly, any Trade Secret or other Confidential Information of KickHouse Fitness to any other person or entity unless authorized in writing by KickHouse Fitness. Confidant agrees not to use any Trade Secrets or Confidential Information for his or her personal gain or for purposes of others, whether or not the Trade Secret or Confidential Information has been conceived, originated, discovered or developed, in whole or in part, by Confidant or represents Confidant's work product. If Confidant has assisted in the preparation of any information that KickHouse Fitness considers to be a Trade Secret or Confidential Information or has himself or herself prepared or created the information, Confidant assigns any rights that he or she may have in the information as its creator to KickHouse Fitness, including all ideas made or conceived by Confidant.

2. Definition of Trade Secrets and Confidential Information

For purposes of this Agreement, the terms "Trade Secrets" and "Confidential Information" mean any and all knowledge, techniques, processes or information made known or available to Confidant that KickHouse Fitness treats as confidential, whether existing now or created in the future, including but not limited to ~~information about the cost of materials and supplies;~~ supplier lists ~~or sources of supplies~~; internal business forms, orders, customer accounts, manuals and instructional materials describing KickHouse Fitness's methods of operation, including KickHouse Fitness's Operations Manual; products; drawings, designs, plans, proposals, and marketing plans; ~~recipes and~~ methodologies; all concepts or ideas in, or reasonably related to KickHouse Fitness's business that have not previously been publicly released by KickHouse Fitness; and any other information or property of any kind of KickHouse Fitness that may be protected by law as a Trade Secret, confidential or proprietary. The Trade Secrets and Confidential Information described in this Agreement are the sole property of KickHouse Fitness.

3. Return of Proprietary Material

Upon termination of franchise ownership or employment by KickHouse Fitness or a KickHouse Fitness franchisee, Confidant shall surrender to KickHouse Fitness all materials considered proprietary by KickHouse Fitness, technical or non-technical, whether or not copyrighted, which relate to Trade Secrets, Confidential Information or conduct of the operations of KickHouse Fitness.

Confidant expressly acknowledges that any such materials of any kind given to him or her are and will remain the sole property of KickHouse Fitness.

4. Solicitation of Employees

Confidant further agrees that he or she will not furnish to or for the benefit of any competitor of KickHouse Fitness, or the competitor's franchisees, or the competitor's subsidiaries, the name of any person who is employed by KickHouse Fitness or by any franchisee of KickHouse Fitness.

5. Noncompetition

Confidant agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of the Confidential Information in certain circumstances may cause irrevocable damage to KickHouse Fitness, Confidant will not, until the expiration of one (1) year~~two (2) years~~ after the termination of the employment relationship between Confidant and KickHouse Fitness or the KickHouse Fitness franchisee that employs him or her, or termination of the ownership interest of Confidant in KickHouse franchise, (1) engage, directly or indirectly, or through any corporations or Related Parties, in any business, enterprise or employment that is directly competitive with the KickHouse Fitness franchise and is located (a) at the Studio location, or (b) within ten (10) miles of any other KickHouse Studio then in existence or under construction or (2) perform any act prejudicial or injurious to the goodwill associated with KickHouse™ brand or other marks.

6. Saving Provision

Confidant agrees and stipulates that the agreements and covenants not to compete contained in this agreement are fair and reasonable in light of all the facts and circumstances of the relationship between Confidant and KickHouse Fitness. However, Confidant and KickHouse Fitness are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of the provisions of the preceding paragraph, Confidant and KickHouse Fitness agree that if a court or arbitrator declines to enforce the provisions of the preceding paragraph, that paragraph shall be considered modified to restrict Confidant's competition with KickHouse Fitness to the maximum extent, in both time and geography, which the court or arbitrator finds enforceable.

7. Irreparable Harm to KickHouse Fitness

Confidant understands and agrees that KickHouse Fitness will suffer irreparable injury that cannot be precisely measured in monetary damages to its Trade Secrets if Confidential Information or proprietary information is obtained by any person, firm or corporation or is used in competition with KickHouse Fitness. Accordingly, Confidant agrees that it is reasonable and for the protection of the business and goodwill of KickHouse Fitness for Confidant to enter into this Agreement. Thus, if there is a breach of this Agreement by Confidant, Confidant consents to entry of a temporary restraining order or other injunctive relief and to any other relief that may be granted by a court having proper jurisdiction.

8. Binding Effect

This Agreement will be binding on Confidant's heirs, executors, successors and assignees as though originally signed by these persons.

9. Applicable Law

The laws of the state where Confidant lives will govern the validity of this Agreement. If any provision of this Agreement is void or unenforceable in that State, the remainder of the Agreement will be fully enforceable according to its terms.

CONFIDANT

_____

[Name of Confidant]

By: _____

[Confidant's signature]

CONFIDANT

_____

[Name of Confidant]

By: _____

[Confidant's signature]

CONFIDANT

_____

[Name of Confidant]

By: _____

[Confidant's signature]

CONFIDANT

_____

[Name of Confidant]

By: _____

[Confidant's signature]

IF FRANCHISEE IS AN INDIVIDUAL, FRANCHISEE AND FRANCHISEE'S SPOUSE MUST SIGN THE FOLLOWING AGREEMENT. IF FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR OTHER BUSINESS ENTITY, EACH OFFICER, SHAREHOLDER, GENERAL PARTNER, OR MEMBER (AS APPLICABLE), AND THEIR SPOUSES (AS APPLICABLE) MUST SIGN THE FOLLOWING AGREEMENT:

PERSONAL GUARANTY AND SUBORDINATION AGREEMENT

The following persons: _____ _____(individually and collectively, the "undersigned" or "Guarantor"), to induce KickHouse Fitness, LLC ("KickHouse Fitness" or "Franchisor") to enter into or permit assignment of a certain KickHouse Fitness, LLC Franchise Agreement, dated _____ (the "Franchise Agreement"), with _____ ("Franchisee"), hereby unconditionally, personally, jointly and severally, personally agrees to be bound by all of the obligations of Franchisee under the Franchise Agreement, including any amendments thereto or renewals thereof, whenever made, and absolutely, irrevocably and unconditionally guarantees to KickHouse Fitness and its successors and assigns that all of Franchisee's obligations under the Franchise Agreement will be punctually paid and performed. 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: (i) the Franchise Agreement, including any amendments thereto or extensions or renewals thereof, and (ii) each and every other agreement entered into by Franchisee in connection with the Franchise Agreement (the Franchise Agreement and all aforementioned agreements are collectively referred to as the "KickHouse Agreements"). Without limiting the generality of the foregoing, the undersigned acknowledge and agree that each individual is personally bound by the Franchisee's confidentiality restrictions, the covenant against competition, and the indemnification obligations set forth in the Franchise Agreement.

The undersigned expressly waives notice of the acceptance by KickHouse Fitness to or for the benefit of Franchisee, of the purchase of inventory and goods by Franchisee, the maturing of bills and the failure to pay the same, the incurring by Franchisee of any additional future obligations and liability to KickHouse Fitness, and any other notices and demands.

This Personal Guaranty will not be affected by the modification, extension, or renewal of any agreement between KickHouse Fitness and Franchisee, the taking of a note or other obligation from Franchisee or others, the taking of security for payment, the granting of an extension of time for payment, the filing by or against Franchisee of bankruptcy, insolvency, reorganization or other debtor relief afforded Franchisee under the Federal Bankruptcy Act or any other state or federal statute or by the decision of any court, or any other matter, whether similar or dissimilar to any of the foregoing; and this Personal Guaranty will cover the terms and obligations of any modifications, notes, security agreements, extensions, or renewals.

The obligations of the undersigned will be absolute and unconditional in spite of any defect in the validity of the Franchisee's obligations or liability to KickHouse Fitness, or any other circumstances whether or not referred to in this Personal Guaranty that might otherwise constitute a legal or equitable discharge of a surety or guarantor.

This is an irrevocable, unconditional and absolute guaranty of payment and performance and the undersigned agrees that his, her, or their liability under this Personal Guaranty will be immediate and will not be contingent upon the exercise or enforcement by KickHouse Fitness of whatever remedies it may

have against the Franchisee or others, or the enforcement of any lien or realization upon any security KickHouse Fitness may at any time possess. Without limiting the foregoing, upon default by Franchisee or notice from Franchisor, the undersigned will immediately make each payment and perform each obligation required of Franchisee under the KickHouse Agreements. 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 undersigned hereby waives the following: (i) notice of amendment of the KickHouse Agreements and notice of demand for payment or performance by Franchisee of any obligation under the KickHouse 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 KickHouse 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 Personal Guaranty; (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.

The undersigned agree that any current or future indebtedness by Franchisee to the undersigned will always be subordinate to any indebtedness owed by Franchisee to KickHouse Fitness. The undersigned will promptly modify any financing statements on file with state agencies to specify that KickHouse Fitness' rights are senior to those of Guarantor.

The undersigned further agree that as long as Franchisee owes any money to KickHouse Fitness (other than royalty and marketing fund payments that are not past due) Franchisee may not pay and the undersigned may not accept payment of any part of any indebtedness owed by Franchisee to any of the undersigned, either directly or indirectly, without the consent of KickHouse Fitness.

In connection with any litigation or arbitration to determine the undersigned's liability under this Personal Guaranty, the undersigned expressly waives his, her, or its right to trial by jury and agrees to pay costs and reasonable attorney fees as fixed by the court or arbitrator.

The undersigned jointly and severally agree to pay all attorneys' fees, costs and expenses (including any and all Royalty Fees and Advertising Fees 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 Personal Guaranty, whether or not suit or arbitration action is filed, and if suit or arbitration action is filed, then through trial or arbitration, as applicable, and all appeals, and also in any proceedings or matter in Bankruptcy Court, and to assume all liability for all losses, costs, attorneys' 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.

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 Personal Guaranty and/or the KickHouse Agreements, or the negotiation of the Personal Guaranty and/or the KickHouse Agreements. The undersigned hereby acknowledge that this Personal Guaranty does not grant or create in the undersigned any interests, rights or privileges in the KickHouse Agreements, or any other franchise or franchise agreement.

If this Personal Guaranty is signed by more than one individual, each person signing this Personal Guaranty will be jointly and severally liable for the obligations created in it.

This Personal Guaranty will remain in full force and effect until all obligations arising out of and under the KickHouse Agreements, including all renewals and extensions, are fully paid and satisfied.

IN WITNESS TO THE FOREGOING, the undersigned have signed this Personal Guaranty.

GUARANTORS:

By: _____
Print Name: _____, individually

By: _____
Print Name: _____, individually

EXHIBIT 6

STATEMENT OF OWNERSHIP INTEREST IN FRANCHISEE

Franchisee is a (circle one):

Partnership Corporation Limited Liability Company

Other (describe) _____

Please complete the following table by listing the name, principal address, title, and percentage ownership interest of all parties who have an interest in Franchisee:

Name	Address	Title	Percentage Ownership Interest

Franchisee's Principal Place of Business is located at: _____

_____

_____

Franchisee was formed on _____, 20____ in the State of _____.

Initial: _____ **Date: _____**
Franchisee

Initial: _____ **Date: _____**
KickHouse Fitness, LLC

EXHIBIT 7

ASSIGNMENT & ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into this _____ day of _____, _____, by and between KickHouse Fitness, LLC ("KickHouse Fitness" or "Franchisor");_____, ("Assignor"); and _____ _____ ("Assignee").

BACKGROUND

A. On _____, Franchisor and Assignor entered into the KickHouse Fitness, LLC Franchise Agreement (the "Franchise Agreement"), pursuant to which Assignor was granted the right to operate a~~A~~ KickHouse franchised business (the "Franchised Business") at the following location: _____;

B. Assignor formed Assignee, a _____ company owned by Assignor, for the purpose of operating the Franchised Business;

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

D. Franchisor is willing to consent to the assignment of the Franchise Agreement to Assignee, subject to the terms and conditions of this Assignment.

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. Consent to Transfer. Subject to the terms and conditions contained in this Assignment, Franchisor hereby consents to Assignor's assignment of all of their right, title and interest in and to the Franchise Agreement to Assignee, effective upon satisfaction of the following conditions:

(i) Assignee's completion of the Acknowledgment of Ownership in the form attached hereto as Exhibit A; and

(ii) The execution of the Personal Guaranty and Subordination Agreement by _____ _____.

2. Assignment. Assignor hereby assigns and transfers over to Assignee all of its right, title and interest in and to the Franchise Agreement, effective as of the date of this Assignment. Assignee hereby acknowledges having received and fully reviewed the Franchise Agreement prior to entering into this Assignment.

3. Assumption of Obligations. Assignee hereby assumes all of Assignor's obligations, assignments, commitments, covenants, duties and liabilities under the Franchise Agreement, and agrees to be bound by and observe and faithfully perform all of the obligations, assignments, commitments, covenants 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 franchisee.

4. Continued Obligation. Assignor agrees that Assignor shall continue to be bound by all of the terms and conditions of the Franchise Agreement, including, without limitation, all non-competition, confidentiality and indemnification obligations, and that nothing contained in this Assignment herein shall be deemed to relieve Assignor of any of Assignor's obligations contained in the Franchise Agreement. 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. Without limiting the foregoing, Assignor irrevocably and unconditionally guarantees to Franchisor (i) that Assignee will pay all amounts to be paid and otherwise comply with all provisions of the Franchise Agreement and any other agreement between Assignor and Franchisor or its affiliates concerning the operation of the Franchised Business, and (ii) that if Assignee defaults in making any such payments or complying with any such provisions, Assignor shall pay forthwith upon demand all amounts due and owing Franchisor and all damages that may arise as a result of any such non-compliance.

5. Enforcement. In the enforcement of any of its rights against Assignor, Franchisor may proceed as if Assignor was the primary obligor under the Franchise Agreement. 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 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.

6. Acknowledgment of Ownership. All ownership interest of Assignee shall be as set forth on Exhibit A attached hereto and incorporated herein by reference. Assignee and its principals shall submit evidence of its registration to do business in the state of _____, including Certificate of Formation.

7. Agreement of Assignor Regarding Trademarks and Proprietary Information. Upon the execution of this Assignment, Assignor hereby waives and relinquishes any and all right to use the name "KickHouse™", and/or "The KickHouse" together with such other insignia, symbols and trademarks which have been approved and authorized by Franchisor or its predecessors from time to time, including the "Marks" as defined in the Franchise Agreement (the "Franchisor Marks"), as well as any other right to use any trade names, trademarks, service marks, trade secrets and designs, and any other printed products or items which bear any of the names, marks or designs which are proprietary to Franchisor, and /or its affiliates.

8. Release of Franchisor Parties. In further consideration of Franchisor's execution of this Assignment, Assignor and Assignee jointly and severally, for themselves, their successors, assigns, heirs, personal representatives and affiliates (individually and collectively, the "Releasing Parties"), remise, release, acquit, satisfy and forever discharge Franchisor, its successors, predecessors, counsel, insurers, assigns, officers, directors, employees, parent company, affiliates, subsidiaries and agents, past and present (individually and collectively the "Franchisor Released Parties") from and against all claims, actions, causes of action, demands, damages, costs, suits, debts, covenants, controversies, and any other liabilities whatsoever, whether known or unknown, liquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable (hereinafter "Claims"), which the Releasing Parties ever had, now have, can,

shall or may have, against any or all of the Franchisor Released Parties for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Assignment, including any claims related in any way to the Franchise Agreement, or the development, opening, or operation of the Franchised Business. Notwithstanding the foregoing, nothing in this Release shall be interpreted to release Franchisor from its obligations under the Franchise Agreement which arise following the Effective Date.

9. Indemnification by Assignor.

9.1 General. Assignor agrees to indemnify and hold Franchisor harmless from any claims or liabilities resulting from the development, ownership and/or operation of the Franchised Business as follows: Assignor is responsible for all losses, damages and contractual liabilities to third persons arising out of or in connection with possession, ownership or operation of the Franchised Business prior to the Effective Date and for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom. Assignor also agrees to defend, indemnify and save Franchisor and its subsidiaries, its affiliated and parent companies harmless of, from and with respect to any such claims, demands, losses, obligations, costs, expenses, liabilities, debts or damages. This obligation to indemnify and defend Franchisor shall apply even in the event of the negligence of or claim of negligence against Franchisor and regardless of whether the negligence or claim of negligence against Franchisor is as a result of the acts or omissions of Franchisor or that of Assignor; provided, however, that Franchisor's right to indemnification shall not apply if it is determined that any losses are due to the gross negligence or willful misconduct on the part of Franchisor. Franchisor's right to indemnity under this Assignment shall arise and be valid notwithstanding that joint or concurrent liability may be imposed on Franchisor by statute, ordinance, regulation or other law.

9.2 Employment Claims. Assignor also agrees to indemnify and hold Franchisor harmless from claims in any way related to the employees or contractors of Assignor or its owners. This obligation to indemnify and defend Franchisor is separate and distinct from any indemnity obligations and obligation to maintain insurance under the provisions of the Franchise Agreement.

10. Additional Documents. Assignor and Assignee agree to execute such additional documents as may be necessary to complete the assignment as contemplated by this Assignment and as required by Franchisor.

11. Entire Agreement. The Franchise Agreement and this Assignment shall constitute the entire integrated agreement and understanding between Franchisor, Assignor and Assignee, and supersedes all prior agreements and understandings related to the subject matter hereof (except as set forth herein). Except as set forth specifically herein, the Franchise Agreement shall remain in full force and effect. This Assignment shall not be subject to change, modification, amendment or addition without the express written consent of all the parties.

12. Governing Law; Dispute Resolution. This Assignment is entered into in the State of Texas and shall be construed and interpreted in accordance with its laws, which laws shall control in the event of any conflict of law. Assignor and Assignee further agree that any and all disputes relating to, arising out of, or in any way connected to this Assignment and Assumption Agreement shall be subject to and determined in accordance with the dispute resolution provisions of the Franchise Agreement, which provisions are specifically incorporated herein by reference. The Parties intend that the provisions of this Assignment be enforced to the fullest extent permitted by applicable law. Accordingly, if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. The Parties agree that, in entering into this Assignment, they are relying upon advice of counsel and their own judgment, belief, and knowledge as to any claims and further acknowledge that no promise, inducement or agreement or any representations and warranties not expressed herein have been made to procure their agreement

hereto. The Parties further acknowledge that they have read, understand, and fully agreed to the terms of this Assignment. This Assignment may be executed in any number of counterparts and sent via facsimile, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument.

13. Attorneys' Fees. Each Party shall be responsible for paying its own costs and expenses incurred in the preparation of this Assignment. 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', expert and investigative fees, incurred in enforcing the terms of this Assignment.

14. Acknowledgement. The Parties agree that, in entering into this Assignment, they are relying upon their own judgment, belief, and knowledge as to all phases of any claims and further acknowledge that no promise, inducement or agreement or any representations and warranties not expressed herein have been made to procure their agreement hereto. The Parties further acknowledge that they have read, understand, and fully agree to the terms of this Assignment. The Parties acknowledge that they have had the time and opportunity to review this Assignment with counsel of their choice. Except as explicitly modified herein, the Franchise Agreement shall remain in full force and effect. The obligations of Assignor and Assignee under this Assignment are joint and several.

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

[The next page is the signature page.]

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

ASSIGNOR:

By:_____
Print Name: _____
Address: _____

ASSIGNEE:

By:_____
Print Name: _____
Address: _____

KickHouse Fitness, LLC:

By:_____
Print Name: _____
Address: _____

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE is made as of the last date below written by and among _____ ("Tenant"), KickHouse Fitness, LLC ("Franchisor"), and _____ ("Landlord").

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 franchised Studio under the KickHouse™ mark 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.

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 a KickHouse Fitness, LLC approved franchisee, without obtaining Landlord's prior written consent, provided that, in the event of an assignment

to a franchisee, such franchisee: (i) has a net worth equal to or greater than the net worth of Tenant at the time of Lease execution; (ii) assumes all of Tenant's obligations under the Lease; and (iii) 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 furnish 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 or Franchisor cures all such defaults within the prescribed time periods (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 Franchisor's franchise system, Franchisor's proprietary marks and system, or to cure any default under the Franchise Agreement entered into by 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:

KickHouse Fitness, LLC
931 Lexington Dr., Rockwall, Texas 75087

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 next page is the signature page.***]

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

ASSIGNOR:

_____ By:_____

WITNESS Print Name:_____

Title:_____

FRANCHISOR:

KickHouse Fitness, LLC

By:_____

Print Name:_____

Title:_____

LANDLORD:

By:_____

Print Name:_____

Title:_____

[THIS MAY NOT APPLY TO YOU; DO NOT EXECUTE UNLESS REQUESTED TO DO SO]

FOUNDING MEMBERS ADDENDUM
TO THE KICKHOUSE FITNESS, LLC FRANCHISE AGREEMENT

This addendum to the KickHouse Fitness, LLC Franchise Agreement (the "Addendum") is made and entered into this ____day of _____, 2020 by and between **KickHouse Fitness, LLC**, a Delaware limited liability company with a principal address at _____ ("we," "us," "KickHouse Fitness," or "Franchisor"); and _____, with an address at _____ ("Franchisee" or "You").

RECITALS

A. Franchisor and Franchisee have entered into a franchise agreement dated concurrently with this Addendum on _____, (the "Franchise Agreement") pursuant to which Franchisee has been granted the right and has undertaken the obligation to open and operate a KickHouse™ franchised business (a "Studio") at a location to be determined in _____.

B. Because Franchisee has signed the Franchise Agreement and this Founding Members Addendum prior to October 31, 2020 and has committed to opening, and actually does open, its first Studio to the public before January 1, 2021 (the "First KickHouse™ Studio"), Franchisor considers Franchisee a "Founding Member" and Franchisor has agreed to provide certain benefits to Franchisee that are not available to franchisees who are not "Founding Members".

C. The parties hereby wish to amend the Franchise Agreement pursuant to the terms and conditions of this Addendum.

AGREEMENT

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 are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Franchisor and Franchisee acknowledge and agree that capitalized terms not defined in this Addendum shall have the meanings ascribed to them in the Franchise Agreement. For the avoidance of doubt, all references in this Addendum to Franchisee opening its KickHouse™ Studio mean that Franchisee shall (a) have satisfied all opening requirements as set forth in the Franchise Agreement including the requirement that Franchisee receive Franchisor's written certification confirming that Franchisee is authorized to open and (b) actually open its First KickHouse™ Studio to the public for business on or before January 1, 2021.

2. **Initial Franchise Fee.** Section 6.1.1. of the Franchise Agreement, is hereby deleted and replaced in its entirety with the following:

6.1.1 Initial Franchise Fee.

KickHouse Fitness agrees to waive the Initial Franchise Fee for Founding Members who (a) execute a Franchise Agreement and Founding Member Addendum prior to October 31, 2020, (b) commit to opening their First KickHouse™ Studio prior to January 1, 2021 and (c) actually open their First KickHouse™ Studio to the public prior to January 1, 2021. In the event that Franchisee fails to open their First KickHouse™ Studio to the public prior to January 1, 2021, Franchisee shall be required to pay Franchisor (a) an initial franchise fee of Fifty Thousand Dollars ($50,000.00) for new studios or (b) an initial franchise fee of Twenty-Five Thousand Dollars ($25,000) for conversion studios. Such payment shall be due on or before January 31, 2021 and shall be non-refundable.

3. **Royalties**. Section 6.2 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

6.2 Royalties

6.2.1 Royalties for Founding Members. Franchisee shall not be required to pay KickHouse Fitness any royalties for Gross Sales earned for the _____ days following the execution of this Addendum ("Royalty Wavier Period"). Upon the expiration of the Royalty Waiver Period, Franchisee shall be required to pay KickHouse Fitness a continuing monthly royalty fee in amount equal to (a) four percent (4%) of Gross Sales for Gross Sales earned between the expiration of the Royalty Waiver Period and December 31, 2020 and (b) six percent (6%) of Gross Sales earned beginning on January 1, 2021 and continuing for the duration of the Franchise Agreement Term (the "Continuing Monthly Royalty Fee").

4. **Franchisor's FFE Credit**. Franchisor shall reimburse Franchisee, or at Franchisor's option, directly cover expenses with vendors, up to Twelve Thousand Dollars ($12,000) for expenses Franchisee incurs in connection with purchasing the required Initial Furniture, Fixtures and Equipment Package as set forth in the Operations Manual. In order to seek reimbursement, Franchisee shall provide Franchisor with receipts evidencing proof of purchase and payment within thirty (30) days of Franchisee's payment to the supplier. Franchisor shall reimburse Franchisee within thirty (30) days of receiving Franchisee's receipts. In the event that Franchisee fails to open their First KickHouse™ Studio to the public prior to January 1, 2021, Franchisee shall no longer be entitled to reimbursement pursuant to this Section 4 and shall promptly reimburse Franchisor for any amounts already remitted to Franchisee (or vendors on Franchisee's behalf) pursuant to this Section 4.

5. **Development Option.** Subject to the terms of this Addendum and provided that You are in full compliance with the Franchise Agreement that You are executing concurrently with this Addendum, Franchisee (or its Controlled Affiliate) shall have the option to develop two additional KickHouse™ studios (each, a "Bonus Studio") under the terms and conditions set forth herein. Franchisee shall not be required to pay Franchisor an initial franchise fee for either Bonus Studio.

a. If Franchisee elects to exercise its first Bonus Studio development option (the "First Bonus Option"), Franchisee may only do so after Franchisee's First KickHouse™ Studio has been open to the public for at least three (3) months. Franchisee must exercise (by signing Franchisor's then-current form of Franchise Agreement) its First Bonus Option prior to December 31, 2022 or the First Bonus Option shall be null and void. In order to exercise Franchisee's First Bonus Option, Franchisee must be in full compliance with the terms of the Franchise Agreements for its First KickHouse™ Studio.

b. If Franchisee elects to exercise its second Bonus Studio Development Option (the "Second Bonus Option"), Franchisee may only do so after (a) Franchisee's First KickHouse™ Studio has been open to the public for at least three (3) months and (b) Franchisee has exercised its First Bonus Option. Franchisee must exercise (by signing Franchisor's then-current form of Franchise Agreement) its Second Bonus Option prior to December 31, 2023 or the Second Bonus Option shall be null and void. In order to exercise Franchisee's Second Bonus Option, Franchisee must be in full compliance with the terms of all Franchise Agreements for KickHouse™ studios that Franchisee has executed prior to exercising its Second Bonus Option.

c. Franchisee acknowledges that Franchisor shall have sole discretion to approve each Bonus Studio territory in Franchisor's sole discretion and Franchisee acknowledges and agrees that Franchisee might not be approved to develop its preferred territories. Territory and site evaluation/approval will be governed in accordance with the then-current form of Franchise Agreement. Franchisee further acknowledges that, notwithstanding this Addendum, Franchisor expressly retains all rights reserved to it in Section 4.4 of the Franchise Agreement.

d. Franchisee (or a Controlled Affiliate) will operate each Bonus Studio under a separate franchise agreement (and related documents) with us. The franchise agreement (and related documents) that You (or Your Controlled Affiliate) will sign for each Bonus Studio will be our then current form of franchise agreement and related documents, including, without limitation, personal guarantees (collectively, the "Franchise Documents"), any or all of the terms of which may differ substantially from the terms contained in the Franchise Agreement for the First KickHouse™ Studio being signed concurrently with this Addendum. For the purposes of this Section 5, the term "Controlled Affiliate" means any corporation, limited liability company or other business entity of which Franchisee or one or more of Franchisee's majority owners owns at least fifty-one percent (51%) of the total authorized ownership interests, as long as Franchisee or such Franchisee owner(s) have the right to control the entity's management and policies, and in each case approved by Franchisor.

Notwithstanding anything to the contrary contained herein, if Franchisee fails to open its First KickHouse™ Studio to the public prior to January 1, 2021, the Development Options contemplated by this Section 5 shall be null and void and Franchisee shall not be entitled to exercise its Bonus Studio development rights.

6. **Confidentiality**. Except as reasonably necessary to enforce the terms of this Addendum, the Parties agree that the Franchisee shall not provide or disclose to any third party (other than Franchisee's attorneys and accountants), or use, unless authorized to do so in writing by Franchisor, or properly directed or ordered to do so by public authority, the terms of this Addendum, or any information or matter that constitutes or concerns the terms or conditions of this Addendum, or regarding any dealings or negotiations between Franchisee and Franchisor related to this Addendum.

7. **Entire Agreement.** This Addendum and the Franchise Agreement, inclusive of all exhibits thereto, constitute the entire, full, and complete agreement and understanding between the parties and supersede any and all prior agreements, including without limitation any existing license agreements. No other representations, promises, warranties or agreements have induced Franchisee to execute the Franchise Agreement, as amended by this Addendum, with Franchisor. Both parties acknowledge and agree that there are no oral or written representations, promises, assurances, warranties, covenants, "side-deals", rights of first refusal, options or understandings other than those expressly contained in the Franchise Agreement, as amended by this Addendum. The Franchise Agreement, as amended by this Addendum, supersedes all prior agreements, no other representations, promises, warranties, assurances, covenants, "side deals", rights of first refusal, options or understandings having induced Franchisee to execute the Franchise Agreement, as amended by this Addendum. The Parties agree that, in entering into the Franchise Agreement, as amended by this Addendum, they are relying upon their own judgment, belief and knowledge as to any claims and further acknowledge that no promise, inducement or agreement or any representations and warranties not expressed herein have been made to procure their agreement hereto. The Parties further acknowledge that they have read, understand and fully agreed to the terms of the Franchise Agreement, as amended by this Addendum. In the event of a conflict between the terms of any Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control.

8. **Severability**. The Parties intend that the provisions of this Addendum be enforced to the fullest extent permitted by applicable law. Accordingly, if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

9. **No Amendment.** No amendment, change or variance from this Addendum or the Franchise Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Except as amended hereby, all the other terms and conditions of the Franchise Agreement are ratified and confirmed.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows.*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Addendum effective as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
KickHouse Fitness, LLC	
By:	By:
Title:	Title:

Exhibit B

Financial Statements

Exhibit C
Franchisees as of December 31, ~~2020~~2021

Arizona

Name	Address	Phone
KickHouse Tucson Foothills	6890 East Sunrise Drive #160 Tucson, AZ 85750	520-900-7630

COLORADO		
Name	**Address**	**Phone**
KickHouse Lowry-Denver	721 Quebec St Denver, CO 80220	303-355-5576
KickHouse Greeley	3532 W 10th St. Unit A, Greeley, CO 80634	970-300-2462
KickHouse Parker	10136 Parkglenn Way, Unit 105, Parker, CO 80134	720-598-1095

Illinois

Name	Address	Phone
KickHouse Lincoln Square	4733 N Western Ave, Chicago, IL 60625	773-250-3500
KickHouse Park Ridge	535 A Busse Hwy, unit 1A Park Ridge, IL 60068	847-558-2570

MARYLAND		
Name	**Address**	**Phone**
KickHouse Bel Air	331 Baltimore Pike Bel Air, MD 21014	(443) 371-6537
KickHouse Hyattsville	6451 America Blvd Hyattsville, MD 20782	(240) 594-9860
KickHouse Frederick	1170 W Patrick Street Frederick, MD 21703	(301) 478-8632
KickHouse Eldersburg	1209 Liberty Rd Eldersburg, MD 21784	(240) 252-3101

MISSOURI		
Name	**Address**	**Phone**
KickHouse Creve Coeur	10483 Old Olive Street Rd Creve Coeur, MO 63141	314-390-1060

~~Maryland~~

~~Name~~	~~Address~~	~~Phone~~
~~KickHouse Bel Air*~~	~~331 Baltimore Pike Bel Air, MD 21014~~	~~(443) 371-6537~~
~~KickHouse Hyattsville*~~	~~6451 America Blvd Hyattsville, MD 20782~~	~~(240) 594-9860~~
~~KickHouse Frederick*~~	~~1170 W Patrick Street Frederick, MD 21703~~	~~(301) 478-8632~~
~~KickHouse Eldersburg*~~	~~1209 Liberty Rd Eldersburg, MD 21784~~	~~(240) 252-3101~~

Ohio

Name	Address	Phone
KickHouse West Chester	7334 Tylers Corners Dr #100, West Chester Township, OH 45069	463-230-1722

Pennsylvania

Name	Address	Phone
KickHouse York	2058 S Queen St, Suite E, York, PA 17403	717-430-8177
KickHouse Pittsburgh	5001 Curry Rd, Pittsburgh, PA 15236	412-714-4950
KickHouse Warminster	1189 York Rd, Warminster, PA 18974	215-443-5500

Texas

Name	Address	Phone
KickHouse McKinney	5100 W Eldorado Pkwy, McKinney, TX 75070	469-734-6426
KickHouse Frisco	8845 Gary Burns Dr, Frisco, TX 75034	469-823-7164
KickHouse Downtown Austin	1700 S Lamar Blvd Suite 203, Austin, TX 78704	512-537-5266

California

Name	Address	Phone
KickHouse Yorba Linda	18226 Imperial Hwy,	714-536-1616

	Yorba Linda, CA 92886	
KickHouse Los Alamitos	4226 Katella Ave, Los Alamitos, CA 90720	562-584-0937
KickHouse Tracy, CA	3232 N Tracy Blvd, Tracy, CA 95376	209-831-2008
KickHouse Fountain Valley	18120 Brookhurst St Unit #55, Fountain Valley, CA 92708	714-384-7087
KickHouse Walnut Creek	7001 Sunne Ln #104, Walnut Creek, CA 94597	925-230-9791
KickHouse Turlock	327 West Canal Rd, Turlock, CA 95380	209-252-4588
KickHouse Modesto	142 north 9th Street, Modesto, CA 95350	209-552-5233

~~Colorado~~

~~Name~~	~~Address~~	~~Phone~~
~~KickHouse Fort Collins*~~	~~4206 S College Ave #108, Fort Collins, CO 80525~~	~~970-818-2996~~
~~KickHouse Greeley*~~	~~3532 W 10th St. Unit A, Greeley, CO 80634~~	~~970-300-2462~~
~~KickHouse Parker*~~	~~10136 Parkglenn Way, Unit 105, Parker, CO 80134~~	~~720-598-1095~~

~~Texas~~

~~Name~~	~~Address~~	~~Phone~~
~~KickHouse McKinney*~~	~~5100 W Eldorado Pkwy, McKinney, TX 75070~~	~~469-734-6426~~
~~KickHouse Fort Worth *~~	~~6333 Camp Bowie Blvd Suite 245, Fort Worth, TX 76116~~	~~979-571-5154~~
~~KickHouse Downtown Austin*~~	~~1700 S Lamar Blvd Suite 203, Austin, TX 78704~~	~~512-537-5266~~

~~Pennsylvania~~

~~Name~~	~~Address~~	~~Phone~~
~~KickHouse York*~~	~~2058 S Queen St, Suite E, York, PA 17403~~	~~717-430-8177~~
~~KickHouse Pittsburgh*~~	~~5001 Curry Rd, Pittsburgh, PA 15236~~	~~412-714-4950~~
~~KickHouse Warminster*~~	~~1189 York Rd, Warminster, PA 18974~~	~~215-443-5500~~

~~Virginia~~

~~Name~~	~~Address~~	~~Phone~~
~~KickHouse Winchester~~	~~3051 Valley Ave, #106, Winchester, VA 22601~~	~~540-327-1418~~

KickHouse Chantilly	4090 Airline Pkwy Suite k, Chantilly, VA 20151	571-367-7642

Illinois

Name	Address	Phone
KickHouse Lincoln Square*	4733 N Western Ave, Chicago, IL 60625	773-250-3500
KickHouse Park Ridge*	535 A Busse Hwy, unit 1A Park Ridge, IL 60068	847-558-2570

Arizona

Name	Address	Phone
KickHouse Tucson Foothills*	6890 E Sunrise Dr #160, Tucson, AZ 85750	520-900-7630

South Carolina

Name	Address	Phone
KickHouse Summerville	9730 Dorchester Rd #204, Summerville, SC 29485	843-970-1683

New York

Name	Address	Phone
KickHouse Orchard Park	3217F Southwestern Blvd, Orchard Park, NY 14127	716-427-4552

Ohio

Name	Address	Phone
KickHouse West Chester*	7334 Tylers Corners Dr #100, West Chester Township, OH 45069	463-230-1722

Washington

Name	Address	Phone
KickHouse Tacoma	5401 6th Ave #315, Tacoma, WA 98406	253-666-6828

Licensees as of December 31, 2021

Virginia

Name	Address	Phone
KickHouse Winchester	3051 Valley Ave, #106, Winchester, VA 22601	540-327-1418
KickHouse Chantilly	4090 Airline Pkwy Suite k, Chantilly, VA 20151	571-367-7642

Exhibit D

List of Former Franchisees
As of December 31, 2021

This Exhibit lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had a Studio terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document.

Name	Address	Phone
~~*As of the issuance date of this FDD, we do not have any former franchisees to disclose.*~~		
KickHouse Fort Collins	*4206 South College Ave Fort Collins, CO 80525*	*970-614-5650*

Exhibit E

State Administrators/Designation of Agent for Service of Process

State Administrators

California
California Department of Financial Protection and Innovation
Department of Financial Protection and Innovation
1515 K Street
Sacramento, CA 95814
(916) 445-7205
(Toll Free) (866) 275-2677

Hawaii
Hawaii Securities Examiner
1010 Richards Street
Honolulu, HI 96813
(808) 586-2722

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

Indiana
Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section - Securities Division
301 W. Washington Street, Room E111
Indianapolis, IN 46204
(317) 232-6681

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

State Agents For Service of Process

California
California Commissioner
Department of Financial Protection and Innovation
1515 K Street
Sacramento, CA 95814
(916) 445-7205
(Toll Free) (866) 275-2677

Hawaii
Director, Department of Commerce and Consumer Affairs
Business Registration Division
1010 Richards Street
Post Office Box 40
Honolulu, HI 96810

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

Indiana
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, IN 46204

Maryland
Maryland Securities Commissioner
200 Saint Paul Place
Baltimore, MD 21202-2020

State Administrators
(Continued)

Michigan
Michigan Franchise Administrator
Consumer Protection Division
Attention: Franchise Examiner
670 Law Building
Lansing, MI 48913
(517) 373-7117

Minnesota
Minnesota Franchising Examiner
Minnesota Department of Commerce
85 7th Place, East, Suite 500
St. Paul, MN 55101
(651) 539-1571

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st fl New York, NY 10005
(212) 416-8222

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

Rhode Island
Rhode Island Securities Examiner
Division of Securities
1511 Pontiac Avenue
Cranston, RI 02920
(401) 462-9500

South Dakota
South Dakota Franchise Administrator
Division of Securities
Department of Labor & Regulation
124 S Euclid, Suite 104
Pierre, SD 57501
(605) 773-4013

State Agents For Service of Process
(Continued)

Michigan
Not Applicable

Minnesota
State of Minnesota
Department of Commerce
Securities Division
85 7th Place East, Suite 500
St. Paul, MN 55101

New York
Secretary of State of New York
99 Washington Avenue
Albany, NY 11231

North Dakota
Securities Commissioner
600 East Boulevard State Capitol
Fifth Floor Dept 414
Bismarck, ND 58505-0510

Rhode Island
Rhode Island Department of Business Regulation
1511 Pontiac Avenue
Cranston, RI 02920

South Dakota
Director, Division of Securities
State Capitol Building
124 S Euclid, Suite 104
Pierre, SD 57501
(605) 773-4013

State Administrators
(Continued)

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

Washington
Washington Securities Administrator
P. O. Box 9033
Olympia, WA 98507-9033
(360) 902-8760

Wisconsin
Wisconsin Commissioner of Securities
Registration Division
P. O. Box 1768
Madison, WI 53101
(608) 266-8559

State Agents For Service of Process
(Continued)

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

Washington
Washington Securities Administrator
Securities Division
150 Israel Road
Tumwater, WA 98501

Wisconsin
Wisconsin Commissioner of Securities
Office of the Commissioner of Securities
101 East Wilson Street
Madison, WI 53702

Exhibit F
Pre-Closing Questionnaire

[*To be completed by Franchisee and all Owners before signing Franchise Agreement*]

As you know, you and KickHouse Fitness, LLC (the "Franchisor") are about to enter into a franchise agreement for the development, opening and operation of a franchised Studio under the mark KickHouse™ (the "Studio"). The purpose of this Questionnaire is to determine if any improper sales practices have occurred, including, whether any statements or promises were made to you Franchisor has not authorized and 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.**

1. Have you received and personally reviewed Franchisor's Franchise Disclosure Document?

   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 KickHouse Fitness, LLC 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 Studio operated by Franchisor or any of its affiliates?

   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 Studio operated by a franchisee?

   Yes____ No____

6. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning a Studio 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 Studio?

Yes____ No____

8. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning the amount of revenue a Studio 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 Studio 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 Studio?

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 the Studio does not constitute an assurance, representation or warranty of any kind as to the successful operation or profitability of the Studio at the location?

Yes____ No____

13. Do you understand that the approval of Franchisor of a financing plan for operation of the Studio does not constitute any assurance that such financing plan is favorable, or not unduly burdensome, or that the Studio 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. If you worked with a franchise broker, or if you were referred to us by a third party, did the broker or third party referral source, or any employee or representative of either such

party, make any statements or representations to you about: (a) revenues of any current or former Studio, (b) profits of any current or former Studio, or (c) projected revenues or profits of any current or former Studio?

Yes____ No____

16. Are you subject to any franchise agreements, non-compete agreements, or similar agreements with third parties which restrict your ability to enter into a Franchise Agreement with Franchisor?

Yes____ No____

If you have answered "Yes" to any of questions 4 through 11 or in response to question 15, 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. You also understand that we have not authorized any broker or referral source to make any representations to you about Studio profits or revenues. We are relying on you to the above questions honestly and accurately.**

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:_____

Exhibit G

ONLINE OPERATIONS MANUAL

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Exhibit H

Form of General Release

General Release

THIS GENERAL RELEASE (the "**Release**") is made and entered into on this _____day of _____, 20___ (the "**Effective Date**"), by and between:

- KickHouse Fitness, LLC a New Jersey limited liability company with its principal place of business at 931 Lexington Dr., Rockwall, Texas 75087 ("**Franchisor**"); and
- _____ a [resident of] [corporation organized in] [limited liability company organized in] _____ _____and having offices at _____ _____[("**Franchisee**")] [("**Transferor**")].

BACKGROUND:

A. Franchisor and [Franchisee][Transferor] are parties to a Franchise Agreement dated _____ (the "**Franchise Agreement**"); and

B. Franchisor and Franchisee have agreed, pursuant to the Franchise Agreement, [to renew or extend Franchisee's rights under the Franchise Agreement (the "**Renewal Transaction**")] [to permit a transfer pursuant to Section 9 of the Franchise Agreement (the "**Transfer Transaction**")] [to permit a relocation pursuant to Section 4.5 of the Franchise Agreement (the "**Relocation Transaction**")], and in connection with the [Renewal Transaction] [Transfer Transaction] [Relocation Transaction], Franchisor and [Franchisee] [Transferor] have agreed to execute this Release, along with such other documents related to the approved [Renewal Transaction] [Transfer Transaction] [Relocation Transaction].

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

1. Release. [Franchisee] [Transferor], its officers and directors and Principals, and their respective agents, heirs, administrators, successors and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Franchisor, its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors and assigns (the "**Franchisor Group**") from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which [Franchisee] [Transferor] and/or its Principals had, have or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership or operation of KickHouse ® franchised Studio. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants' and expert witness fees, costs of investigation and proof of facts, court costs and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor or other third party now has, ever had, or hereafter would or could have, as a result of, arising from or relating to the Franchise Agreement or KickHouse Fitness franchise. The Franchisee Group and its Principals represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements or promises described herein.

2. General Terms.

2.1. This Release shall be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns.

2.2. This Release shall take effect upon its acceptance and execution by each of the parties hereto.

2.3. This Release may be executed in counterparts, and signatures exchanged by fax, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.

2.4. The captions in this Release are for the sake of convenience only, and shall neither amend nor modify the terms hereof.

2.5. This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.

2.6. No amendment, change, or variance from this Release shall be binding on either party unless in writing and agreed to by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written.

KickHouse Fitness, LLC
Franchisor

By:_____ By:_____

Name:_____ Name:_____

Title:_____ Title:_____

Exhibit I

State Specific Addenda

CALIFORNIA APPENDIX
KickHouse Fitness, LLC Franchise Disclosure Document

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

a. The franchisor, any person or franchise broker in Item 2 of the FDD is (or not) 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 such persons from membership in such association or exchange.

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

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

d. The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

f. The franchise agreement requires binding arbitration. The arbitration will occur at Monmouth County, New Jersey with the costs being borne by the prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

g. The franchise agreement requires application of the laws of New Jersey. This provision may not be enforceable under California law.

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

i. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

k. The highest interest rate allowed in California is 10% annually.

l. OUR WEBSITE HAS NOT BEEN REIVEWED OR APPROVED BY THE CALIFRONIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION www.dfpi.ca.gov.

REGISTRATION OF THIS FRANCHISE DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER.

ILLINOIS DISCLOSURE

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

Item 17.w, Choice of Law, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

ADDENDUM TO THE KICKHOUSE FITNESS, LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the franchise agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act any provision in a franchise agreement that designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

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.

In conformance with Section 41 of the Illinois Franchise Disclosure Act 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

FRANCHISOR:
KickHouse Fitness, LLC

By: _____
Title: _____
Signature: _____

FRANCHISEE:

By: _____
Title: _____
Signature: _____
Address: _____

Maryland Disclosure

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg., §§ 14-201 through 14-233, the Franchise Disclosure Document for KickHouse Fitness, LLC for use in the State of Maryland shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language to the summary of Provision "h":

Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

3.Item 5, "Initial Fees," shall be amended by the addition of the following language:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

ADDENDUM TO THE KICKHOUSE FITNESS, LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

This Amendment shall pertain to franchises sold in the State of Maryland and shall be for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the KickHouse Fitness, LLC Franchise Agreement (the "Agreement") to the contrary, the Agreement shall be amended as follows:

Notwithstanding anything contained in the Agreement to the contrary:

1. 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.

2. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law (the "Franchise Law").

3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. 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.

5. Section 6.1 of the Franchise Agreement is hereby amended to include the following provision:

"Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens."

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233) are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

FRANCHISOR:
KickHouse Fitness, LLC

By: _____
Title: _____
Signature: _____

FRANCHISEE:
By: _____

Title:_____
Signature:_____
Address:_____

New York Disclosure

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

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 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.

4. 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.

5. 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.

5. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if the franchisee is domiciled in New York or the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

New York Franchise Agreement Amendment

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached KickHouse Fitness, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Under **Section 4** of the Agreement, under the heading "Term And Renewal," the **Subsection 4.6.2(f)** shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (f) You and any Related Parties that are parties to this Agreement have signed a mutual general release of claims in a form satisfactory to KickHouse Fitness, LLC with respect to past dealings with KickHouse Fitness, LLC and its Related Parties; provided, however, that all rights enjoyed by you and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the nonwaiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied; and

2. Under **Section 9** of the Agreement, under the heading "Conditions for Consent to transfer," the **Subsection 9.4 (i)** shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (i) You and your Related Parties' signing of a mutual general release of claims with KickHouse Fitness, LLC and its Related Parties; provided, however, that all rights enjoyed by you/the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the nonwaiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

3. **Section 11** of the Agreement, under the heading "Miscellaneous Provisions," shall be supplemented by the addition of the following new **Subsection**:

> 11.23 Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

4. There are circumstances in which an offering made by KickHouse Fitness, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in New York or the Studio will be opening in New York. KickHouse Fitness, LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR:
KickHouse Fitness, LLC

By: _____
Title: _____
Signature: _____

FRANCHISEE:

By: _____
Title: _____
Signature: _____
Address: _____

ADDENDUM TO KICKHOUSE FITNESS, LLC
FRANCHISE DISCLOSURE DOCUMENT & FRANCHISE AGREEMENT REQUIRED BY THE STATE OF VIRGINIA

This Amendment shall pertain to franchises sold in the State of Virginia and shall be for the purpose of complying with the Virginia Retail Franchising Act.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for KickHouse Fitness, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Item 5 of the FDD and Section 6 of the Franchise Agreement are hereby amended to include the following disclosure:

"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."

Item 17(h) of the Franchise Disclosure Document shall be amended to include the following disclosure:

"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."

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

The following is added to the Disclosure Document for Washington residents:

In the event of a conflict of laws, the provisions of the Washington Franchise InvestmentProtection 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 becourt 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 withthe sale of franchises, or a violation of the Washington Franchise Investment Protection Act, inWashington.

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 whenexecuted 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 unreasonablyrestrict 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 reasonableestimated 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 unlessthe 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) solicitingor 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.

Fee Deferral: *The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.*

Washington Addendum to the Franchise Agreement and Related Agreements

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.

Fee Deferral: *The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.*

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20_____.

_____
FRANCHISOR

_____
FRANCHISEE

Exhibit J

State Effective Dates

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

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

The effective dates of this Disclosure Document in the states listed below are:

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

In states that do not require a franchise registration or exemption filing, the effective date of this disclosure document is the issuance date of April 29, ~~2021, as amended May 25, 2021~~2022.

Exhibit K

Receipts

Item 23 – 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 KickHouse Fitness, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant. New York State Law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If KickHouse Fitness, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed in **Exhibit E**.

The franchisor is KickHouse Fitness, LLC, located at 931 Lexington Dr, Rockwall, Texas 75087. Its telephone number is 703-568-2129.

Date of Issuance: April 29, ~~2021, as amended May 25,~~ 2022~~2021~~

The franchise seller for this offering is:

☐ Jessica Yarmey
931 Lexington Dr.
Rockwall, Texas 75087
(703) 568-2129

~~☐ Jeff Matthews~~
~~931 Lexington Dr.~~
~~Rockwall, Texas 75087~~
~~(254) 366-7375~~

KickHouse Fitness, LLC authorizes the respective state agencies identified on **Exhibit E** to receive service of process for it in the particular state.

I have received a disclosure document dated April 29, 2022~~2021 as amended May 25, 2021~~ that included the following Exhibits:

A	Franchise Agreement	F	Pre-Closing Questionnaire
B	Financial Statements	G	Table of Contents of Operations Manual
C	List of Franchisees	H	Form of General Release
D	List of Former Franchisees	I	State Specific Addenda
E	State Administrators/Designation of Agent for Service of Process	J	State Effective Dates
		K	Receipts

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

KEEP THIS COPY FOR YOUR RECORDS.

Item 23 – 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 KickHouse Fitness, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant. New York State Law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If KickHouse Fitness, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed in **Exhibit E**.

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D	List of Former Franchisees	I	State Specific Addenda
E	State Administrators/Designation of Agent for Service of Process	J	State Effective Dates
		K	Receipts

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

Please sign this copy of the receipt, date your signature, and return it to KickHouse Fitness, LLC at 931 Lexington Dr., Rockwall, Texas 75087.