FRANCHISE DISCLOSURE DOCUMENT

Sasquatch Strength Franchise LLC
A Washington limited liability company
500 108th Ave NE Suite 1100
Bellevue, WA 98004
Phone: 425-300-2742
Email: franchise@sasquatchstrength.com
www.sasquatchstrength.com

As a franchisee, you will own and operate a Sasquatch Strength facility which provides strength training in a group setting, implementing popular fitness regimens and focused on connection with a systematic approach to customer interaction and engagement and offering related services and products under our Marks and using our System.

The total investment to begin operation of a SASQUATCH STRENGTH® franchise is from $359,575.00 to $493,000.00. This includes between $124,250.00 and $170,500.00 you must pay to us or our affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Isaac Vaisberg at 500 108th Ave NE Suite 1100, Bellevue, WA 98004; 425-300-2742 or franchise@sasquatchstrength.com.

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

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

Issue Date: October 1, 2022.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 and Exhibit F.
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 Attachment A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 and Exhibit F summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only SASQUATCH STRENGTH® 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 SASQUATCH STRENGTH® franchisee?	Item 20 and Attachment C 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 Attachment F.

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 Washington. 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 Washington than in your own state.

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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Item 1. The Franchisor, and any Parents, Predecessors and Affiliates

To simplify this Disclosure Document, "we" means SASQUATCH STRENGTH FRANCHISE LLC, the franchisor. Sometimes "our" or "us" refers to SASQUATCH STRENGTH FRANCHISE LLC, when appropriate. "You" means the person who buys the franchise. If you are a legal entity, "you" includes all owners of any equity interest in the entity. "Licensed Business" means the business you will operate under the Franchise Agreement.

We are SASQUATCH STRENGTH FRANCHISE LLC. Our principal business address is 500 108th Ave NE Suite 1100, Bellevue, Washington 98004.

Our only affiliate required to be disclosed in this Item 1 is: Lillyllama LLC. Our affiliate's principal business address is 500 108th Ave NE Suite 1100, Bellevue, Washington 98004.

Our predecessor and parent is Sasquatch Holdings LLC, a Washington limited liability company, with a principal business address of 500 108th Ave NE Suite 1100, Bellevue, Washington 98004.

We do business under our corporate name, SASQUATCH STRENGTH FRANCHISE LLC and "SASQUATCH STRENGTH®". We do not intend to do business under any other name.

The principal business addresses of our agents for service of process are shown on Attachment E.

We are a limited liability company organized in the State of Washington as of October 1, 2022. Previously, we were founded and operated as a Florida limited liability company from December 14, 2018 until October 1, 2022. Our principal place of business, since our founding on December 14, 2018, has been in the State of Washington. We have offered SASQUATCH STRENGTH® franchises since March, 2019.

We do not operate businesses of the type being offered. We have no other business activities.

As a franchisee, you will engage in the business of offering and selling from a SASQUATCH STRENGTH® gym, strength training in a group setting, implementing popular fitness regimens and focused on connection with a systematic approach to customer interaction and engagement and offering related services and products under our Marks and using our System (hereinafter the "System"). We refer to this as the "Licensed Business".

The market for your services is primarily the general public and specifically that portion of the public that purchases physical training services and products. The market is generally well developed and competitive. The Licensed Business may be cyclical because of local, national and international developments, weather and changing tastes.

You must comply with all federal, state, and local laws, rules, and regulations that apply to all businesses. You must also comply with all state and local laws, rules, and regulations that apply to exercise and fitness businesses. Specifically, many states and local municipalities have laws and regulations that apply specifically to membership contracts, operations, and licenses. Many states limit the length of time your Member contracts can be, require specific provisions be included in Member contracts (such as cancellation periods or specific notices), require Member contracts to look a certain way (such as format and font size), and require Members be granted certain termination rights. Some state regulations may also require you to: (1) obtain a bond to protect prepaid membership fees you collect; (2) staff the gym during all hours of operation; (3) staff the gym with one or more persons who are CPR-certified or who have other specialized training; (4) maintain an automated external defibrillator (AED) and other first aid items and equipment at the gym; and (5) charge sales tax on

memberships. You should understand and consider these laws and regulations when evaluating your purchase of a franchise.

You will compete with other gyms and similar businesses, which may be regional, national or international and may operate more locations and have greater financial resources than you. Your competitors may have a more experienced marketing organization and greater name recognition than SASQUATCH STRENGTH®. You may also compete with other businesses, including chains and independents that are primarily directed to specific customers or areas of services. Some competitors will offer many goods and services that are the same as or similar to those you offer. Under some circumstances, you will also compete with us and with other franchisees of us.

Our predecessor is SASQUATCH HOLDINGS LLC. We acquired some of its SASQUATCH STRENGTH® assets on about December 14, 2018. SASQUATCH HOLDINGS LLC has never operated businesses of the type you will be operating.

We are exclusively in the business of offering, selling and supporting SASQUATCH STRENGTH® franchises. We have not operated a business of the type you will be operating. We have never offered franchises in any other line of business.

Item 2. Business Experience

Isaac Vaisberg
Chief Executive Officer
SASQUATCH STRENGTH FRANCHISE LLC

Mr. Vaisberg founded SASQUATCH HOLDINGS LLC in June, 2018 and that company has been our owner since our founding in December 2018. Mr. Vaisberg has been our Chief Executive Officer since our inception in 2018. Throughout, Mr. Vaisberg has conducted the business from and in Redmond and Bellevue, Washington. Since April 2014, Mr. Vaisberg has been managing member and owner of Sasquatch Sammamish 2014 LLC, in Sammamish, Washington. Since July 2016, Mr Vaisberg has been managing member and owner of Sasquatch Redmond 2016 LLC, in Redmond Washington. Since August 2018, Mr. Vaisberg has been managing member and owner of Sasquatch Issaquah 2018 LLC, in Issaquah WA. Since June 2022, Mr. Vaisberg has been the managing member and owner of Sasquatch Kirkland 2022 LLC, in Kirkland WA. Mr Vaisberg also serves as managing member and Chief Executive Officer of our affiliate, Sasquatch Strength Inc.

Leon Troy Morse
Chief Experience Officer
SASQUATCH STRENGTH FRANCHISE LLC

Mr. Morse has been our Director of Programming, in Redmond and Bellevue, Washington since our inception in December 2018. Since August 2020, Mr. Morse has been our Chief Experience Officer. From January, 2010 until July, 2017, he was the managing member and owner of Fuse Performance LLC, in Redmond WA. Since July 2017, Mr Morse has been a member and owner of Sasquatch Redmond 2016 LLC, in Redmond Washington. Since August 2018, Mr. Morse has been member and owner of Sasquatch Issaquah 2018 LLC, in Issaquah WA. Mr Morse also serves as Chief Exeperience Officer and member of our affiliate, Sasquatch Strength Inc.

Jason Cobb
Chief Technology Officer
SASQUATCH STRENGTH FRANCHISE LLC

Mr. Cobb was our Chief Operating Officer since our inception in December 2018, in Redmond, Washington through December 2019. Since then Mr. Cobb has served as our Chief Technology Officer. Since July 2017, Mr Cobb has been a member and owner of Sasquatch Redmond 2016 LLC, in Redmond Washington. Since August 2018, Mr. Cobb has been member and owner of Sasquatch Issaquah 2018 LLC, in Issaquah WA. Mr Cobb also serves as Chief Technology Officer and member of our affiliate, Sasquatch Strength Inc.

Amy E Patrick
Director of Branding and Marketing
SASQUATCH STRENGTH FRANCHISE LLC

Ms. Patrick has been our Director of Branding and Marketing since 2017, working in Redmond and Bellevue Washington. Ms Patrick also serves as the Director of Marketing for our affiliate, Sasquatch Strength Inc.

Collin Nilson
Operations Manager
SASQUATCH STRENGTH FRANCHISE LLC

Mr Nilson previously served as General Manager at Force Ten Performance in Redmond, WA. Mr. Nilson served as the General Manager of one of our locations from August 2020 to March 2022. Since March 2022, Mr Nilson has served as our operations Manager. Mr Nilson also serves as our operations Manager for our affiliate, Sasquatch Strength Inc.

Item 3. Litigation

On or about June 25, 2022, we commenced an action before the Judicial Arbitration and Mediation Services, in Seattle, Washington, under number 5160000175, captioned Sasquatch Strength Franchise LLC, Claimant and Tsiat'Ko, LLC, Respondent. In that action, we sought emergency relief in the form of an order compelling Tsiat'Ko, LLC to give a notice to its landlord, as required by the franchise agreement, which would trigger our right, after termination of Tsiat'Ko LLC's franchise, to assume the lease. No other claims have been filed in the case. On July 15, 2022, our request for emergency relief was granted and Tsiat'Ko LLC has complied with the arbitrator's order.

Except for the one matter described above, no litigation is required to be disclosed in this Item.

Item 4. Bankruptcy

No bankruptcy is required to be disclosed in this Item.

Item 5. Initial Fees

You must pay an initial franchise fee of forty-five thousand dollars (US$45,000.00) unless you qualify for a reduced fee as set forth below. You must pay the initial franchise fee at the time you sign

the Franchise Agreement unless the state addenda (Attachment G) specifies a different procedure. This fee is fully earned upon execution of this Agreement.

We offer initial fees with a twenty-five percent (25%) discount from the then-current standard Initial Fee to otherwise qualified candidates who are, at the time, currently a SASQUATCH STRENGTH® franchisee in good standing of one or more gyms if the existing franchisee is purchasing a franchise for an additional gym. We offer a five thousand dollar (US$5,000.00) discount to individuals who are otherwise fully qualified and who have had a managing role in a Sasquatch Strength gym for a minimum of one year. We offer a discount of fifteen percent (15%) to persons who have served and been honorably discharged from the United States armed services. If a candidate qualifies for more than one discount, the candidate will receive the largest of the discounts for which they qualify. Only one discount will apply to any one franchisee. If the franchisee is an entity (corporation, LLC, etc.), the franchisee is eligible for only one discount and that will be the highest discount for which a majority owner of the entity qualifies. If there is no majority owner, the franchisee will receive the highest discount for which any owner qualifies, multiplied by the percentage of ownership that owner has in the entity.

Except for the discounts to qualifying persons described in this Item, initial fees are uniform for all franchisees.

We will not refund the initial fees unless we determine that you have not successfully completed the initial pre-opening training, but through no fault of your own, or if you cannot obtain suitable Premises within 180 days, in which case we will refund up to one-half of the Initial Fee, but not more than the amount of the Initial Fee minus our actual reasonable costs of training you and of assisting you in locating or evaluating potential Premises, if applicable. We will determine whether you have successfully completed the initial training based upon knowledge test results and our observations of your ability to use the knowledge effectively.

In addition to the initial franchise fee, you will pay us $96,500.00 to $107,000.00 for equipment, fixtures, inventory, and Launch Marketing before your business opens. Except as disclosed in this Item, you pay us or our affiliates no other fees or mandatory payments for services or goods before your business opens.

If you acquire an existing SASQUATCH STRENGTH® business from us in connection with this franchise, you will pay the fair market going concern value of the assets purchased pursuant to a separate asset purchase and sale agreement to be negotiated, in addition to the Initial Fee. If we and you are unable to reach an agreement on the purchase and sale of assets within ninety days following the date of the Franchise Agreement, either party may terminate the Franchise Agreement by giving not less than ten business day's notice to the other. Termination would be pursuant to the terms of Articles 15, 16, 17 and 18 of the Franchise Agreement.

Item 6. OTHER FEES

Column 1 Type of fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty Fee	6.5% of Gross Revenues.	Payable weekly by Electronic Funds Transfer. Funds must be in your designated bank account in time so that we can obtain them by Tuesday of the week following the week for which you pay the Royalty Fee. We may change the method and timing of payment.	Gross Revenues includes the full retail value of all goods and services you sell, whether or not you have received cash or other consideration. The only things not included in Gross Revenues is taxes or fees a law requires you to collect on behalf of the government which you actually pay to the government agency, bona fide refunds to customers, and tips to employees from customers actually received by employees.
National Marketing Fee	1% of Gross Revenues.	Payable weekly by Electronic Funds Transfer. Funds must be in your designated bank account in time so that we can obtain them by Tuesday of the week following the week for which you pay the Royalty Fee. We may change the method and timing of payment.	We may increase the fee on notice, but not above 2%. We will not begin collecting the National Marketing Fee until sixty days after we have six total outlets (combined franchisee owned and owned by us or an affiliate).
Local Marketing Funds	$230 per week as a Marketing Services Fee plus actual ad spend in an amount that will not exceed $870 per week..	Payable weekly by Electronic Funds Transfer. Funds must be in your designated bank account in time so that we can obtain them by Tuesday of the week following the week for which you pay the Royalty Fee. We may change the method and timing of payment.	You deposit the Local Marketing funds with us and we manage the local marketing program for your benefit. We may increase the maximum amount based on the cost of living index one time a year. The exact amount will be determined by the demographics of your Designated Area, current market rates for advertising, and ad response rates.

Column 1 Type of fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Local Marketing Cooperative	To be determined by majority of members of cooperative. Maximum without unanimous consent is 3% of Gross Revenues.	Established by members of cooperative.	We may collect fees imposed by a marketing cooperative and failure to pay them would be a material breach of the Franchise Agreement. You receive credit against your local marketing obligation for money actually paid to a local marketing cooperative.
Technology Fee	$250 per week plus $7 per week per employee	Payable weekly by Electronic Funds Transfer. Funds must be in your designated bank account in time so that we can obtain them by Tuesday of the week following the week for which you pay the Royalty Fee. We may change the method and timing of payment.	The Technology Fee will increase annually to reflect any increases in the cost of licenses and the cost of providing the integration package.
Late Payment Fee	$75.00 to $250.00.	On delivery of notice.	The fee for a late payment is $250.00, but for the first two late payments for any reason during any calendar year, the late fee will be $75.00 if you pay the late amount plus the late fee promptly upon delivery of notice.
Late Payment Interest	1.5% per month or maximum interest rate allowed by law (whichever is less) from the due date to date of payment.	Immediately upon making the late payment.	

Column 1 Type of fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Manager Training	Current rates.	In advance of the training programs if you do not take advantage of regularly scheduled training or regularly scheduled training is not available.	Your manager must successfully complete our manager training program. We will not charge for training a new manager or for other training if your trainee attends training at our headquarters or other designated training center, on a space available basis, or by webinar or other remote means if offered. If you request or need training at a time when no regular training session is scheduled, you will pay our usual fees. We estimate they would not exceed $500 plus an adjustment for inflation per full day of training. You are solely responsible for any salaries, compensation, benefits and living and travel expenses of all trainees.
Coach Training	Current rates	In advance of the training programs	You must ensure that all persons serving as Coaches have successfully completed our Certified Coach program. Our certification program may include at least the following components: (a) initial training before the coach begins working; (b) continuing training and education; (c) a requirement to work out periodically in your gym; (d) a requirement to work out periodically in another approved gym; and (e) periodic knowledge and skills testing. Components and requirements may change from time to time and will be provided in the Manual. We may permit or require you to provide training for Coaches using materials and curricula we specify.
Subsequent Training	Current rates.	In advance of the training programs.	We may require you and your manager to complete subsequent training programs. If your trainee(s) take advantage of our scheduled training programs at our headquarters or other designated training center, on a space available basis, or by webinar or other available remote means if offered, we will not charge for the training. If you request or need training at another time or place, then you must pay our usual fees. We estimate they would not exceed $500 plus an adjustment for inflation per full day of training. You are solely responsible for any salaries, compensation, benefits and living and travel expenses of all trainees.

Column 1 Type of fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Training Materials	Varies.	In advance of the training programs.	We may require you, your manager and your employees to complete training at your location using materials and equipment that we supply. You must pay our usual fees for such training materials, and you may be required to obtain necessary equipment.
Transfer	$7,500	Before completing transfer.	Payable only if you sell your franchise or any part of your business. $500.00 if you transfer to a corporation or other entity with the same identical ownership and control.
Relocation	$500.00	Immediately upon submitting a request for approval of a specific proposed location.	If you anticipate a need to relocate, communicate with us early to avoid a long closure and the requirement to continue to pay fees during a closure.
Extraordinary Onsite Operations Assistance	Current rates plus travel-related costs, if applicable.	At the time for payment of Royalties for the period we provide service.	If we, at your request or pursuant to the Franchise Agreement provide extraordinary onsite operations assistance, you must pay our current rates. We estimate the rates would not exceed $500, plus an adjustment for inflation, per person made available to you per day. In addition, you would pay all travel-related expenses of the person(s) we make available. We are not obligated to provide such extraordinary assistance, but some of the circumstances in which we would consider it include: unanticipated loss of your Designated Manager; or the owner's death or disability.
Audit (Less Than 2% Under Reporting) [1]	1.5% per month interest on amount of underpayment plus the amount of the underpayment	Immediately upon billing	Payable only if an audit reveals that you have under reported Gross Revenues, but by less than 2 percent.
Audit (2% Or More Under Reporting) [1]	1.5% per month interest on amount of underpayment plus the cost of the audit plus the amount of the underpayment	Immediately upon billing	Payable only if an audit reveals that you have under reported Gross Revenues by 2 percent or more.

Column 1 Type of fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Alternative Supplier Application Fee	$200.00 plus franchisor's actual costs in evaluating the alternative supplier and proposed product or service	$200 upon submitting request for approval; balance before we announce decision	If we approve an alternative supplier or product or service, we will waive or refund the $200 fee.
Renewal Fee	Fifteen percent (15%) of the then-current Initial Franchise Fee	Before consummating Renewal	
Indemnification	Amount of all damages, liabilities, fines, losses, costs and expenses we incur because of your breach of the Franchise Agreement, including reasonable legal fees and costs.	Upon demand.	Applies only if you are in default, including by causing or allowing a claim or demand to be made against us.
Attorney's Fees and Costs	Amount of our reasonable attorneys' fees.	Upon demand.	Applies only if you or we are the substantially prevailing party in a dispute resolution proceeding in which we are entitled to recover attorney's fees and costs.
Profits On Supplies Or Equipment	Variable	When you purchase items from us or our affiliate(s)	Some items (for example, those bearing the Marks) may be available only from us or an affiliate. We or the affiliate would expect to realize a profit on any such sales. You may elect to purchase other items from or through us or an affiliate, in which case we or our affiliate will generally realize a profit on the sale.

All fees are imposed by and are payable to us. All fees we impose are non-refundable. All fees we impose are uniform to all franchisees. If we are required to collect taxes from you based on the value of any services, goods or equipment we provide to you, you must pay the taxes in addition to the price of the affected services, goods or equipment.

Item 7. Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

Column 1	Column 2		Column 3	Column 4	Column 5
Type of expenditure	**Low amount**	**High amount**	**Method of payment**	**When due**	**To whom payment is to be made**
Initial Franchise Fee (Note A)	$33,750.00	$45,000.00	Lump Sum	Upon Signing	Us
Training Expenses (Note B)	$1,000.00	$1,500.00	Lump Sum	Upon Signing	Suppliers
Real Property (Note C)	$3,125.00	$10,000.00	As Arranged	As Arranged	Landlord or Mortgage Lender
Equipment (Note D)	$48,000.00	$52,000.00	As Arranged	As Arranged	Us, Suppliers
Fixtures, other fixed assets, remodeling, and decorating costs (Note E)	$17,000.00	$22,000.00	As Arranged	As Arranged	Suppliers
Inventory to Begin Operating (Note F)	$3,500.00	$5,000.00	As Incurred	As Arranged	Us, Affiliate, Suppliers
Security Deposits, utility deposits, business licenses and other prepaid expenses (Note G)	$5,000.00	$15,000.00	As Incurred	As Arranged	Suppliers, Leasing Cos or Lender
Leasehold Improvements (Note H)	$125,000.00	$150,000.00	Lump Sum	Upon Signing	Suppliers
Architectural and Engineering (Note I)	$6,000.00	$7,500.00	As Arranged	As Arranged	Suppliers
Computer Hardware & Software	$4,500.00	$6,000.00	As Arranged	As Arranged	Suppliers
Signage	$12,500.00	$14,500.00	As Arranged	As Arranged	Suppliers
Supplies & Misc.	$200.00	$500.00	As Incurred	As Arranged	Suppliers
Launch Marketing	$38,000.00	$66,000.00	As Arranged	Before Opening	Us, Suppliers, Vendors
Local Marketing (Note J)	$1,000.00	$2,500.00	As Incurred	As Arranged	Us, Suppliers
Additional Training (Note K)	$0.00	$1,000.00	As Incurred	As Arranged	Us, Suppliers

Insurance (Note L)	$4,500.00	$6,000.00	As Arranged	As Arranged	Insurance Companies
Legal & Accounting Fees (Note M)	$1,500.00	$3,500.00	As Incurred	As Incurred	Your Lawyer & Accountant
Additional Funds - 6 months (Note N)	$55,000.00	$85,000.00	As Incurred	As Incurred	Employees, Suppliers, Utilities, Taxing Agencies, Etc.
Total	$359,575.00	$493,000.00			

Notes Regarding Initial Investment:

Note A: Initial Fee.

The current standard Initial Fee is $45,000. We offer discounts as follows: (a) a twenty-five percent (25%) discount from the then-current standard Initial Fee to otherwise qualified candidates who are, at the time, currently a SASQUATCH STRENGTH® franchisee in good standing of one or more gyms if the existing franchisee is purchasing a franchise for an additional gym; (b) a five thousand dollar (US$5,000.00) discount to individuals who are otherwise fully qualified and who have had a managing role in a Sasquatch Strength gym for a minimum of one year; and a fifteen percent (15%) discount to persons who have served and been honorably discharged from the United States armed services. If a candidate qualifies for more than one discount, the candidate will receive the largest of the discounts for which they qualify. Only one discount will apply to any one franchisee. If the franchisee is an entity (corporation, LLC, etc.), the franchisee is eligible for only one discount and that will be the highest discount for which a majority owner of the entity qualifies. If there is no majority owner, the franchisee will receive the highest discount for which any owner qualifies, multiplied by the percentage of ownership that owner has in the entity.

Note B: Training expenses.

You are responsible for travel, lodging, meals and compensation for you and your manager or employees who attend training. Most training will be virtual and at your Licensed Business location.

Note C: Real Property.

Our typical Premises are leased properties that are, in large shopping centers or high traffic street front locations in urban centers, and mixed-use retail and apartment or office properties, although we will consider alternatives under appropriate circumstances. Generally the Premises are 2800 to 3800 square feet, although the size may vary in certain settings. We recommend that you try to negotiate a five year lease with multiple five year renewal options in order to minimize your liability exposure as well as the risk of having to relocate.

If you already lease or own Premises, you should review your lease or purchase documents to evaluate the cost of real estate rental. If not, lease situations will vary in rental amounts, lease terms, amount of space required, tenant improvements required, security deposit and advance rental required. Location is a very major factor in the amount of rent required. These estimates do not include advance rental deposits, insurance and similar expenses. You may elect to own your own Premises, in which case it is not possible for us to estimate the cost because of the wide variations in price and financing options. If you rent real estate for the Premises, you may be liable for the entire term of the lease whether or not you succeed in the Licensed Business. You should consult your lease documents and your attorney.

Your cost of obtaining real estate could be higher if you request us to send a person to your location to assist you in connection with your acquisition.

Note D: Equipment.

This is our estimate of what the physical training equipment will cost you.

You should attempt to determine your costs and financing options before deciding on Premises. The local levels of sales taxes, shipping costs and costs for construction and installation services and materials, which vary from location to location, may affect your costs.

Even if you are taking over or continuing in an existing SASQUATCH STRENGTH® Premises or another existing facility, we may require that you purchase some new equipment to comply with our specifications, at your cost. You must maintain the equipment, at your expense in accordance with our specifications.

If you purchase the required equipment from us or our required or suggested suppliers or if you are buying a fully equipped gym from us, the cost of mandatory equipment will be within this range. If you purchase from another franchisee or if you elect to acquire some of your mandatory equipment from other sources, it may cost more.

If you lease the equipment, that may increase your monthly fixed expenses. If you borrow money to purchase the equipment, that may increase your monthly fixed expenses.

Note E: Fixtures, other fixed assets, remodeling, and decorating costs.

The cost for these items could be higher if you or your landlord request changes from the standard design and materials.

If you already lease or own Premises, you should review your lease or purchase documents to evaluate the cost of fixtures, remodeling and decorating. If not, you should understand your lease terms, amount of space required and the items required. Size, configuration and landlord requirements will be factors in cost. The local levels of sales taxes, shipping costs and costs for installation services and materials, which vary from location to location, may affect your costs.

Even if you are taking over or continuing in an existing SASQUATCH STRENGTH® Premises or another existing facility, we may require that you remodel, redecorate or make other changes to the Premises to comply with our specifications, at your cost. You must maintain the Premises, at your expense, including furniture, fixtures, interior and exterior paint, and landscaping, in accordance with our specifications.

If you are furnishing your Premises to our minimum specifications and purchase the required equipment from one of our established suppliers or if you are buying a fully furnished gym from us, the cost of mandatory furnishings will be within this range. If you purchase from another franchisee or if you elect to acquire some of your mandatory furnishings from other sources, it may cost more. We are not obligated to offer your business on a fully furnished basis.

Note F: Inventory to begin operating.

This estimate includes enough inventory to operate for a short period of time. If your Licensed Business is in a busy location or if your presales are particularly strong, you may need to start with more inventory.

Note G: Security deposits, utility deposits, business licenses and other prepaid expenses.

We require you to obtain all necessary business licenses. Those involve some fees. If you do not already have Premises and utilities, you may have to pay deposits in connection with those. You should obtain more accurate estimates from your local utility and from your landlord.

Note H: Leasehold Improvements.

The cost for leasehold improvements could be higher if you or your landlord request changes from the standard design and materials. Our estimates should cover materials and labor costs that meet our standards.

If you already lease or own Premises, you should review your lease or purchase documents to evaluate the cost of real estate leasehold improvements. If not, lease situations will vary in rental amounts, lease terms, amount of space required and tenant improvements required. Size, configuration and landlord requirements will be major factors in cost. Some landlords finance leasehold improvements by amortizing them over the lease term and may charge a higher rental amount to cover the cost. You should attempt to determine your costs and financing options before deciding on Premises. The local levels of sales taxes, shipping costs and costs for construction services and materials, which vary from location to location, may affect your costs.

Even if you are taking over or continuing in an existing SASQUATCH STRENGTH® Premises or another existing facility, we may require that you remodel or make other changes to the Premises to comply with our specifications, at your cost. You must maintain the Premises, at your expense, including signage, fixtures, interior and exterior paint and landscaping, in accordance with our specifications.

If you are furnishing your Premises to our specifications and purchase the required equipment from one of our established suppliers or from us, the cost of required furnishings will be within this range. If you purchase from another franchisee it may cost more. We are not obligated to offer your business on a turnkey basis.

Note I. Architectural & Engineering.

This estimate is for the architectural and engineering services you may need in connection with your leasehold improvements. If you are not working with our recommended providers, it could cost you more.

Note J: Marketing.

This estimate does not include the Launch Marketing requirement of $28,000. It does not include the National Marketing Fee of 1% of Gross Revenues because as of the issuance date of this disclosure we do not yet have six gyms open. This estimate does include the local marketing funds requirement of $580 per week. Any marketing assessment by a local marketing cooperative would be extra except as limited by the Franchise Agreement. There are no local marketing cooperatives at this time.

Note K. Additional Training.

We provide initial training for you and your Designated Manager if applicable. We train your initial coaching staff. It is included in the Initial Fee. We provide certain additional continuing education training as we deem appropriate. If you need to have us train additional people, you must pay our usual fees for that, which includes compensation for the trainers. Of course, as with the initial training, you are always responsible for travel, lodging, food and compensation and other expenses of your trainees.

Note L: Insurance.

We require you to purchase and maintain commercial general liability insurance, and various other coverages. The insurance shall consist of combined single limit coverage of at least the amounts specified in the Manual. We estimate that you will be able to purchase the required insurance for an amount within the range indicated. You also must purchase and maintain worker's compensation and employer's liability insurance with a reputable insurer reasonably satisfactory to us or with a state agency. You must provide us with certificates of insurance and naming us as an additional insured. The certificate(s) of insurance must provide that the insurers will not modify coverages under the respective

policy(ies) (except to increase coverage) or cancel them until the insurer has given us at least 30 days prior written notice. We may require you to provide us with a copy of any insurance policy and all endorsements. All insurance policies must provide that coverage is primary/non-contributory.

Currently, our required insurance coverages are as follows:

General Liability

Coverages	
Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Products / Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Damage to Rented Premises	$50,000
Medical Expenses	$5,000
Contractual liability & independent contractors liability	Required
Occurrence Form	Required
Stop Gap for Monopolistic States	Required
Per Location Aggregate	Required

Professional Liability

Coverage	
Each Occurrence	$1,000,000
Aggregate	$2,000,000
Policy Type	Claims Made

Sexual Abuse & Molestation

Coverage	
Each Occurrence	$100,000
Aggregate	$300,000

Workers Compensation & Employers Liability

Coverage	
Bodily Injury by Disease, Each Accident	$1,000,000
Bodily Injury by Disease, Policy Limit	$1,000,000
Bodily Injury by Disease, Each Employee	$1,000,000
Required regardless of state laws	Included
Cannot exclude owner operators	Included
Must include uninsured independent contractors	Included

Property / Business Interruption

Coverages	
Business Personal Property	$50,000
Tenant Improvements	$150,000
Equipment Coverage	Full cover
Business Interruption	12 Months ALS
Franchisor Royalties	Included

Umbrella

Coverages	
Occurrence	$1,000,000
Aggregate	$1,000,000
Underlying Coverages	General Liability

Optional
Employment Practices Liability

Coverage	
Occurrence	$100,000
Aggregate	$100,000
3rd Party Liability	Included
Wage & Hour	>= $25,000
Max Deductible	$10,000

Cyber Liability

Coverage	
Each Occurrence	$100,000
Aggregate	$100,000

None of the policies can have exclusions for any acts of employees or other persons acting or alleged to act on your behalf which acts harm or are alleged to harm customers. We may, on notice, change the types of policies or coverages required or the amount of required minimum coverages.

Keeping in mind that the price of insurance has varied widely in recent years, you should obtain a price quotation from your insurance agent or broker and rely solely upon that quotation in planning to purchase the franchise. Workers Compensation and employers' liability insurance may be extra and you should obtain prices from your state agencies or your insurance agent or broker.

Note M. Legal & Accounting Fees.

Because of the variability of attorney's fees and differences in the type of services you might request, this is an estimate. You should check with your attorney or with several knowledgeable attorneys to determine the actual range of fees before signing the Franchise Agreement. You may need an attorney to assist and advise you in setting up your business organization and reviewing contract documents. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or suppliers. You should also consult your accountant for an estimate of fees.

Note N. Additional Funds–6 months.

This estimates the initial startup expenses you will incur during your first six months of operations. As with any business, it could take some time to ramp up your Licensed Business. It is standard practice for franchisors to assume you need only three months of working capital. We want you to have a larger cushion in case something unforeseen happens. If you don't need it all, you may continue to have a cushion. You may have to use some of these additional funds to pay for our travel and related expenses, including a per diem, if you ask us to travel to your location to assist in locating, evaluating, negotiating for or otherwise in connection with your selection of Premises. These expenses include payroll costs and various service costs such as utilities. These estimates do not include owner compensation or return on investment. These figures are estimates and are based upon the experience of our affiliates in operating gyms similar to what you will be operating.

Services By Affiliate And Others.

We may provide certain services to you under the Franchise Agreement by sub-contracting with others, including our affiliates, to provide them. These arrangements will not result in increased costs to you for the services.

No Financing.

We do not provide any direct or indirect financing.

No Refunds.

We will not refund any of the payments you make except a portion of the Initial Franchise Fee as described in Item 5, above.

Item 8. Restrictions on Sources of Products and Services

You must purchase from us all training services and materials. We are the only approved supplier for training services and materials.

Restrictions on the sources of other products and services are as follows:

You must buy only from us the following: SASQUATCH STRENGTH® branded equipment; supplements; apparel; SASQUATCH STRENGTH® branded retail items; SASQUATCH STRENGTH® branded marketing materials; SASQUATCH STRENGTH® branded welcome bags; and licensing of the technology package.

You must buy only from a designated supplier the following: Everwell CBD products; SASQUATCH STRENGTH® branded furniture and fixtures; Non- SASQUATCH STRENGTH® branded training equipment; bookkeeping services; sound system; refrigerator items and consumables; and retail display system.

You may buy from any source if they meet our specifications as published in the Manual the following: marketing materials; decals for interior and exterior surfaces; signage; construction materials and finishes; fixtures; refrigerator; comuters; tablets; televisions. We publish the specifications for each item in the Manual. Specifications may include function, quality, durability, accuracy, preparation, installation, application, delivery, performance, design and appearance.

If we have not approved a supplier for an item and have not published specifications, you may purchase the item from any supplier that reasonably meets the requirements of the Licensed Business, provided the item complies with our reasonable subjective determination that it conforms with the SASQUATCH STRENGTH® image.

Our affiliate, Lillyllama LLC is the only approved supplier of Everwell CBD products. Two of our officers own interests in Lillyllama LLC.

We will update these lists from time to time by revisions to the Manual.

Our total revenue in fiscal year ending December 31, 2021 was $127,252. During that year, we received $36,945 (29% of total revenue) from required purchases or leases by franchisees. These revenues represented the cost of equipment that we sold to franchisees. During that year, we received no revenue from designated suppliers based on franchisee purchases.

We estimate that your required purchases of goods and services from us or approved sources will represent approximately 90% of your overall purchases in establishing the Licensed Business. We estimate that your required purchases of goods and services from us or approved sources will represent approximately 70% of your overall purchases in operating the Licensed Business.

We currently have no purchasing or distribution cooperatives.

We may negotiate purchase arrangements with suppliers for your benefit. Except as described in this Item, We do not currently provide any material benefits to you based upon your use of designated or approved sources except that you know that we have confidence that the designated or approved supplier can perform to our specifications and by doing so, you will not be in default of the Franchise Agreement's provisions requiring you to purchase from us or an approved supplier.

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	Item In Disclosure Document
a. Site selection and acquisition/lease	Articles 1, 6, 9, 12, 15, 17, Exhibits B, D & E Exhibit H (if applicable)	Items 5, 8, 9, 11, 12, & 17 Attachment B, Exhibits B, D & E Attachment B, Exhibit H (if applicable)
b. Pre-opening purchases/leases	Articles 1, 6, 7, & 8 Exhibits B & D Exhibit H (if applicable)	Items 5, 6, 7, 8, 9 & 17 Attachment B, Exhibits B & D Attachment B, Exhibit H (if applicable)
c. Site development and other pre-opening requirements	Articles 1, 2, 4, 6, 7, 8, 11, 15 & 17, Exhibits B, C & D Exhibit H (if applicable)	Items 5, 6, 9, 11, 12 & 17 Attachment B, Exhibits B, C & D Attachment B, Exhibit H (if applicable)
d. Initial and ongoing training	Articles 1, 4, 5, 6, 7, 9, 11, 12, 13, 15 & 20	Items 5, 6, 7, 8, 9, 11, 14, 15 & 17
e. Opening	Articles 1, 2, 4, 6, 7, 8, 11, 12, 19, Exhibits B, C, D, E, F, G, H (if applicable), & I	Items 5, 6, 7, 8, 9, 11, 12, 16, 17, 22, Attachment B, Exhibits A, B, C, D, E, F, G, H (if applicable) & I
f. Fees	Articles 2, 3, 4, 5, 7, 9, 11, 12, 17, 18, 20	Items 5, 6, 7, 8, 9, 10, 17,
g. Compliance with standards and policies/Operating Manual	Articles 1, 2, 3, 4, 5, 6, 7, 11, 12, 13 & 15 & Exhibits C & D	Items 8, 9, 12, 13, 16, 17, Attachment B, Exhibits C & D
h. Trademarks and proprietary information	Articles 1, 2, 5, 6, 7, 11, 15, 16, 17, 18 (if applicable) & Exhibits C, D, F & G	Items 1, 2, 8, 9, 11, 12, 13, 14, 16, 17, Attachment B, Exhibits A, C, D, F & G

Obligation	Section in Agreement	Item In Disclosure Document
i. Restrictions on products/services offered	Articles 1 & 7	Items 1, 8, 9, 12, 13, 14, 16 & 17
j. Warranty and customer service requirements	Articles 1, 2, 3, 4, 5, 7, 8 & 15,	Items 1, 8, 9, 12, 13, 14, 15, 16 & 17
k. Territorial development and sales quotas	None	None
l. Ongoing product/service purchases	Articles 4, 5, 7 & 15	Items 6, 8, 9, 16, & 17
m. Maintenance, appearance and remodeling requirements	Articles 1, 6, 7, 9, 11, 12, 15, 16 & 17, Exhibits B & D	Items 6, 7, 9, 13, 15, 16 & 17, Attachment B, Exhibits B & D
n. Insurance	Articles 8 & 15	Items 7, 9 & 17
o. Marketing	Articles 1, 2, 3, 6, 7, & 15	Items 7, 8, 9, 13, 14, 16, 17 & 18
p. Indemnification	Articles 8, 11 & 15	Items 7, 9 & 17
q. Owner's participation/management/staffing	Articles 4, 5, 7, 11, 13, 15 & 17	Items 7, 8, 9, 12, 13, 15, 16, & 17
r. Records/reports	Articles 3, 7, 8, 12 & 15	Items 8, 9, 15 & 17
s. Inspections/audits	Articles 3, 7, & 15	Items 6, 8, 9, 16 & 17
t. Transfer	Articles 1, 6, 7, 11, 12, 13, 14, 15, 16, 17 & 18	Items 6, 9, 13, 14 & 17
u. Renewal	Articles 9, 10 & 15	Items 6, 9 & 17
v. Post-termination obligations	Articles 5, 8, 10, 13, 14, 15, 16 & 17	Items 6, 9, 13, 14 & 17
w. Non-competition covenants	Articles 1, 5, 7, 11, 15, 16 & 17	Items 9, 13, 14 & 17
x. Dispute resolution	Article 18	Items 9 & 17
y. Other (describe)		

Item 10. Financing

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

Item 11. Franchisor's Assistance, Advertising, Computer Systems, and Training.

Except as listed below, SASQUATCH STRENGTH FRANCHISE LLC is not required to provide you with any assistance.

Pre-opening Obligations.

Before you open your Licensed Business:

- Permit you to use our Marks and our System pursuant to the Franchise Agreement (Franchise Agreement–Article 1);
- Designate your Territory (Franchise Agreement–Article 1);
- Review and approve or disapprove your selected business Premises (Franchise Agreement–Articles 1 & 7) as follows:

    You are responsible for securing a location. Although we will provide you with any information we have about available locations, you should independently evaluate the proposed location. We do not own Premises and rent them to you. (Franchise Agreement, Article 1);

    The factors we will consider in reviewing any proposed site will be unique to that site. However, we will generally consider such factors as: demographics of the surrounding area; the type of nearby development; zoning; physical characteristics of the proposed site; the status of nearby competition; the economics of the proposed site; and access issues. No one factor or combination of factors will be determinative in every case. (Franchise Agreement–Article 1); and

    If you do not secure a location that we can reasonably approve within 180 days (or any extension we agree to) you will forfeit your Initial Fee. We are interested in locations, not forfeitures, so if you are making a reasonably diligent effort to secure a good location, we would ordinarily expect to agree to reasonable extensions. We expect you to communicate with us about your efforts. (Franchise Agreement–Article 6).

- Provide initial training for you and your Designated Manager (Franchise Agreement–Article 4);
- Initiate marketing activities to drive potential customers to your presale offerings (Franchise Agreement–Article 2);
- Hold weekly franchise(e) success calls with you and your Designated Manager to help guide you through the critical path tracker and troubleshoot any issues with pre-opening processes (Franchise Agreement–Article 7);
- Assist in designing / maximizing the use of the desired (and approved) space (Franchise Agreement–Article 6); and
- Travel to your location for onsite training and soft opening (Franchise Agreement–Article 4).

You are responsible for complying with all local ordinances and building permits and to obtain any required permits. (Franchise Agreement–Articles 6, 7 & 8).

You are responsible for any construction, remodeling or decorating necessary to conform the Premises to our requirements. (Franchise Agreement–Articles 6 & 7).

You are responsible for hiring and training your employees, except that we will provide initial training for you and your initial manager. (Franchise Agreement–Articles 6 & 7).

You must obtain and install the required equipment, signs, fixtures and supplies from approved suppliers. (Franchise Agreement–Articles 6 & 7). We and our affiliate (Zero Waste Spa LLC) are the only approved suppliers at this time. We provide a list of approved suppliers for most such items. We provide written specifications for some items directly to our approved suppliers or else to you. We do not deliver or install any items.

Time To Open.

The typical length of time between when you sign the Agreement and pay the initial franchise fee and the time when your Licensed Business opens will generally be six months to one year. The factors

affecting this length of time include the time necessary for you to: obtain Premises and equipment, obtain any necessary financing, attend and satisfactorily complete initial training, comply with any local statutes or ordinances, hire and train any necessary employees, and obtain and install all necessary signs, equipment, inventory and supplies. There may be circumstances in which, because of delays, construction schedules, weather conditions, shortages, and other events beyond our control, it takes longer than one year. Because there is always uncertainty about if and when you will locate and develop acceptable franchise Premises, how long it will take to open your Licensed Business and about whether you will successfully complete training, you should not terminate employment or cease other income producing activity until after these events have occurred.

Obligations After Opening.

During the operation of the franchised business, we will:

- Take any actions we deem appropriate to protect or defend the Marks or System (Franchise Agreement–Article 1);
- Loan you one or more operations manuals ("the Manual"), which contains specifications and mandatory and suggested standards and procedures. We may provide it only in an online or other electronic format. The Manual is confidential and remains our property. We will modify the Manual, but the modifications will not alter your status and rights under the Franchise Agreement. (Franchise Agreement–Article 1);
- Manage any National Marketing Fees. We will provide a periodic unaudited report, but only as to the aggregate amount of any National Marketing Fees collected and how we used them by general category. (Franchise Agreement–Article 2);
- Manage all aspects of the marketing program using any National Marketing Fees collected, but we are not required to collect any National Marketing Fees or to provide a national marketing program (Franchise Agreement–Article 2);
- Manage all aspects of the Local Marketing program using the Local Marketing Funds collected, in consultation with you (Franchise Agreement–Article 2);
- Conduct weekly success calls with you and your Designated Manager to help with troubleshooting issues and coach you on operational best practices (Franchise Agreement–Article 7);
- Have a franchisee success manager assigned to your location dedicated to helping solve any issues that arise during day-to-day operations (Franchise Agreement–Article 7);
- Maintain and update our learning management software to help train your employees on Sasquatch Strength processes and procedures, as well as help retrain employees that are underperforming (Franchise Agreement–Article 4); and
- Provide a periodic training program for your Designated Managers(s) and for certain other employees, at our regular charge for the training (Franchise Agreement–Articles 4 & 5).

We expect to regularly review unit level financials to help identify areas of improvement and/or cost savings. We expect to be in regular contact with you to discuss your operation of the Licensed Business and to generally be of assistance. We plan to provide additional ongoing training for you and your manager(s) and employees at our usual charges. The Agreement does not obligate us to provide such services, however.

National Marketing Program

We will provide a marketing program using the National Marketing Fees you pay, combined with those from other franchisees. Our affiliate-owned gyms pay National Marketing Fees in the same amounts and on the same basis as franchisees. We may charge our marketing research, development, production expenses and a reasonable administrative fee against the marketing funds. We are not

obligated to collect a National Marketing Fee or to conduct a marketing program. (Franchise Agreement–Article 2)

We have been creating and managing marketing for franchisees since March 2019, and our affiliates, owned and managed by the same people, have been doing so since September 2016. We strive to always use industry best practices, using highly qualified and experienced people and work with established national advertising agencies. Although we will use any available and appropriate advertising media and our web site, we focus on localized search engine optimization, we manage pay per click campaigns, and we use direct lead generation campaigns on social media, including Facebook. Media purchases may be local, regional or national, but we focus marketing and advertising in areas near where we have franchisees. We develop and expect to continue to develop point of sale marketing materials which we will make available to you. We have one or more marketing experts on staff who create and manage the advertising strategy and marketing activity and who work with established advertising agencies who have the technology and expertise we need to supplement our in-house talent.

We expect to focus any marketing using National Marketing Fees in areas where we have one or more franchisees, although the Agreement does not require us to benefit you with every marketing program or to spend any particular amount of marketing funds near your location. (Franchise Agreement–Article 2)

Launch Marketing

You must conduct a Launch Marketing program consistent with the Manual. During the first ninety (90) days your Licensed Business is open, you must spend at least twenty-eight thousand dollars ($28,000) on Launch Marketing we have approved.

Local Marketing

After the Launch Marketing is completed, you must pay five hundred and eighty dollars ($580) per calendar week for local advertising and marketing. The required advertising and marketing expenditure will be adjusted annually on or about the first of each calendar year, to reflect changes in the national cost of living as reported by the United States Government or its agencies. You deposit the money with us weekly. We manage the local advertising and marketing program for you in consultation with you as we deem appropriate.

We may require you to conduct marketing through a Marketing Cooperative. (Franchise Agreement–Article 2)

You may not engage in sales through alternative distribution channels or the Internet without Our prior written approval. We are not required to give you such approval. (Franchise Agreement–Article 1)

We currently do not have a marketing advisory council. If we form or approve an advisory council, you must participate. We would expect to have members of any advisory council selected by the franchisees. Any advisory council would not have decision-making power. It would be advisory only. We have the right to form, change or dissolve any advisory council. (Franchise Agreement–Articles 2 & 7).

If the SASQUATCH STRENGTH® franchisees within a marketing area vote to form a local marketing cooperative and we approve it, or if we organize one, you must participate. We will decide the size, composition and location of any marketing area. A local marketing cooperative, by a majority vote, may assess additional Marketing Fees and you must pay them. A local marketing cooperative may not assess Marketing Fees in an amount greater than three percent of Gross Revenues unless all members of the cooperative agree. Except for these guidelines, and subject to any rules or recommendations we may adopt, each local marketing cooperative will be autonomous, making its own rules and procedures and administering its own funds. We will collect Marketing Fees for local marketing cooperatives, if

applicable. If we or an affiliate own or operate a SASQUATCH STRENGTH® gym within the marketing area of a cooperative, we will participate on the same basis as franchisees. We do not currently require cooperatives to operate from written governing documents but may in the future. We will require cooperatives to prepare periodic financial statements which will be made available to all members of the cooperative. We may require cooperatives to change, dissolve or merge. (Franchise Agreement–Article 2).

Although you must pay a National Marketing Fee as described above if we require it and although you have individual marketing responsibilities, including participating in a local marketing cooperative if formed, we do not require you to participate in any other marketing funds involving other franchisees, us or third persons. (Franchise Agreement–Article 2).

If we collect Marketing Fees and if we do not spend all such fees in the fiscal year in which you pay them, they carry over to the next year on the same basis. We or the marketing cooperative will provide you with an unaudited annual report of fees paid and expenditures by general category upon reasonable request. (Franchise Agreement–Article 2).

We do not intend to use Marketing Fees that you pay principally to solicit new franchise sales.

Computers.

We require you to have and use computer and point of sale systems that meet our requirements. You must purchase the system from our recommended supplier. The estimated cost of purchasing the system is included in the disclosures contained in Item 7, and should be within the range of $4,500.00 to $6,000.00 if you purchase it through our recommended supplier. The system includes one or more point of sale work stations, one manager work station, and appropriate software and peripherals for each. We use generally available software where possible, but require that you purchase it and keep it up to date at your expense. We require you to maintain remote access capability and that you have a data backup system that meets our requirements. You must have always-on high speed Internet access with that meets our specifications. We estimate your cost for Internet access will be within the range of $40 to $200 per month, depending upon local pricing and availability. (Franchise Agreement–Article 7).

We have no obligation to upgrade or update any system. You must maintain your computer system, including software, as necessary and appropriate. We may require you to implement upgrades or updates from time to time. There are no limits on the frequency or cost of such upgrades, but they would be typical of necessary upgrades on any business computer system you would own, such as changes to implement new technologies or to address new security threats. (Franchise Agreement–Article 7). We estimate the cost of required maintenance, updating, or upgrading to be from zero to $3,000 per year; however, we have no control over those costs and they could change as technology changes. We expect you to need to replace major components of your system every two to five years. You may want support contracts, but we do not require them.

The purpose of the required hardware and software is to collect and make available to you and to us extensive information about your business, including purchases, inventory, receipts, cost of goods, profitability and expenses, including payroll and employee expense and scheduling. Under the Franchise Agreement, we have unlimited independent access to the information for any proper purpose not inconsistent with the Franchise Agreement. We will not provide the information to any other person except in summary or statistical formats-and with your identifying information removed unless we are required by law to do so. (Franchise Agreement–Article 7).

Because there is always uncertainty about if and when you will locate and develop acceptable franchise Premises, how long it will take to open your Licensed Business and about whether you will successfully complete training, you should not terminate employment or cease other income producing activity until after these events have occurred.

Operations Manual.

As of the issue date of this Disclosure Document, our Operations Manual consists of approximately 150 pages. Attachment D is a copy of the current Table of Contents of the Manual.

TRAINING PROGRAM

Subject	Self Guided Training (Learning Management Software)	Hours of Classroom Training–(Mostly Remote)	Hours of On-The-Job Training	Location*
What is Sasquatch (Core Values/ Mission /BHAG/ 3 Uniques)	1 Hour	2 Hours		LMS, Remote and Onsite
Sasquatch Flywheel	0.5 Hours	1 Hour		LMS, Remote and Onsite
Mindbody	1 Hour	2 Hours	2 Hours	LMS, Remote and Onsite
Member Avatars/Marketing	1 Hour	2 Hours		LMS, Remote and Onsite
Member Acquisition	1 Hour	4 Hours	8 Hours	LMS, Remote and Onsite
Member Retention	1 Hour	3 Hours	2 Hours	LMS, Remote and Onsite
Accounting/Payroll	0.5 Hours	1 Hour	1 Hour	LMS, Remote and Onsite
Facilities/Maintenance	0.5 Hours	2 Hours	1 Hour	LMS, Remote and Onsite
Pre-Launch Campaign	2 Hours	4 Hours	16 Hours	LMS, Remote and Onsite
Sasquatch Program	0.5 Hours	1 Hour		LMS, Remote and Onsite
Coaching Classes	1 Hour	3 Hours	2 Hours	LMS, Remote and Onsite
Tools (Microsoft)		1 Hour		LMS, Remote and Onsite
Finding the Right People (Predictive Index)	1 Hour	3 Hours		LMS, Remote and Onsite
Business Accountability Software (Ninety.io)	1 Hour	4 Hours		LMS, Remote and Onsite
Retail/Inventory	1 Hour	1 Hour	1 Hour	LMS, Remote and Onsite
Member Onboarding	1 Hour	2 Hours	2 Hours	LMS, Remote and Onsite
Supporting Success Revenue	0.5 Hours	2 Hours	1 Hour	LMS, Remote and Onsite
Career & Employee Development	0.5 Hours	2 Hours		LMS, Remote and Onsite

TOTAL	15 Hours	40 ours	36 Hours	

* “LMS” is our Learning Management System (software); “Remote” is training by video or telephone communication; and “Onsite” means on your Licensed Business Premises.

All times are approximate, and we may adjust them based upon your experience and rate of learning.

We plan to hold training classes on an “as needed” basis and expect to conduct them at least four times a year if needed. Our training center is currently located at 500 108th Ave NE Suite 1100, Bellevue, Washington 98004. Some or all training will occur by telephone and Internet.

The instructional materials will include the Operations Manual, and may include various software programs, the documents used in the operation of the SASQUATCH STRENGTH® business and other materials including PowerPoint slides, spread sheets and handouts. In addition we may use lectures, discussions, presentations, videos, demonstrations and quizzes. Leon Troy Morse, Isaac Vaisberg and Jason Cobb currently oversee training. Combined, they have more than twenty years of experience in the industry. They will coordinate and bring in appropriate other people from us and our affiliate as needed during training. The minimum experience of the instructors in the field that is relevant to the subject taught and our operations is 2 years.

We do not charge for the initial training for you and your Designated Manager (this initial training is included in your Initial Fee), but you must pay any travel and living expenses for you and your employee(s). If you ask us to train additional employees, you will pay our current training charges as well as the travel and living expenses and compensation of the employees.

You and your manager(s) and employees must successfully complete the initial training program before opening your Licensed Business. We will coordinate with you so that you can schedule training in time to complete it before your Licensed Business opens. We will decide whether trainees successfully complete the initial training program based upon knowledge test results and our observations of trainees’ ability to use the knowledge effectively. We will permit your employees to participate in training programs if we have space available and if you pay applicable fees.

We may require you and your employees to complete additional training in the future at your expense.

Item 12. Territory

You are permitted to operate the Licensed Business only at the one location identified in the Franchise Agreement and may not relocate it without our approval.

We do not grant a minimum sized territory except that, so long as you are not in default, we will not locate or permit another franchisee to locate another SASQUATCH STRENGTH® gym within your Designated Area, consisting of a population of approximately 20,000.

If you request approval to relocate your Licensed Business or if you seek to establish an additional franchised gym, we will review the proposed location in the same manner and using the same criteria as for any other franchise granted at that time. The criteria will include the reason for the proposed relocation or additional franchise, population, demographics, competition, location of other SASQUATCH STRENGTH® gyms, the economics of the proposed location, traffic patterns, and other factors relevant under the circumstances. No one factor will be determinative.

We may consider granting you the right to establish additional gyms under further franchise agreements if you are in compliance with the Franchise Agreement and Manual and you propose to open the gyms in areas and at locations which we approve, but we have no obligation to do so. The Franchise

Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises, except that, if you are in good standing, have operated successfully and in compliance with our System for at least one full year, we give you a right of first refusal to acquire a new franchise that we might offer in a proposed Designated Area that is geographically contiguous with your Designated Area. If multiple franchisees have Designated Areas that are geographically contiguous and they otherwise qualify under this paragraph, we will offer the new Designated Area to the existing franchisees in the order of the dates of their original franchise agreements governing the subject contiguous Designated Areas. You (and other franchisees) may be required to exercise the right of first refusal within as little as ten (10) calendar-days.

If a Member of your Licensed Business uses their membership at a different SASQUATCH STRENGTH® gym location or if a Member of a different SASQUATCH STRENGTH® gym uses their membership at your Licensed Business or permanently relocates to the different SASQUATCH STRENGTH® gym, each franchisee must honor the memberships, and the managers of the two locations shall be responsible for allocating membership revenue equitably. If usage changes to where, for a period of at least ninety days, the Member uses the different SASQUATCH STRENGTH® gym more than 50% of their usage, then the managers shall cooperate in transferring the Member's membership. We reserve the right to implement a centralized system for managing this process as we deem appropriate and we may charge you for the reasonable cost of such services.

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

We specifically reserve the exclusive right to offer and sell products on the Internet, including, specifically, products bearing the SASQUATCH STRENGTH® brand. We have no obligation to compensate you for any sale we make via the Internet.

There are no restrictions on where customers may come from for you, us or other franchisees. However, you may not independently market products or services through the Internet or similar media or through other alternative distribution methods without our prior written approval.

You will not be entitled to receive any compensation from us or other franchisees for soliciting or accepting orders from any location.

We do not operate or plan to operate franchise(s) under a different trademark that sells goods or services similar to what you will sell.

Continuation of your territorial protections does not depend on achieving a certain sales volume, market penetration or other contingency. We do not retain the right to unilaterally modify your territorial protections during the term of your Franchise Agreement, but we may do so upon renewal.

Item 13. Trademarks

We give you the right to use the name "SASQUATCH STRENGTH®," and other trade names, trademarks, service marks, trade dress and logos we currently use or which the we may adopt or approve (the "Marks") in the Licensed Business. You must follow our rules when you use the Marks. You may only use the Marks exactly as we specify. You may not use any of the Marks in connection with the offer or sale of any unauthorized product or service. You may not use the Marks as part of any entity name or Internet address without our prior written approval.

In addition to our common law rights to the Marks, we have secured federal trademark registrations in the United States as follows:

Mark	Registration/ Application No.	Filing/Issue Date	Status
SASQUATCH STRENGTH®	5804024	07/16/2019	Issued
SASQUATCH STRENGTH	5884396	10/15/2019	Issued
SASQUATCH STRENGTH	5884392	10/15/2019	Issued

All trademark registrations are on the Principal Register.

We have timely filed all required affidavits and other documents. We plan to renew the registrations when appropriate.

There are no currently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board or any state trademark administrator or court and there are no pending infringement, opposition or cancellation proceeding involving or affecting the Marks.

There is no pending federal or state court litigation regarding our use or ownership rights in the Marks.

There are no currently effective agreements that significantly limit our rights to use or license you to use the Marks in any manner material to the Licensed Business.

We may take whatever action we deem appropriate to protect or defend the Marks or System, but the Agreement does not require us to take any action. You must immediately inform us if you become aware of any misuse or misappropriation of the Marks or anything confusingly similar. You may not start any litigation relating to the wrongful use of the Marks without our prior written approval. We have the right to control any administrative proceeding or litigation involving the Marks.

The Franchise Agreement does not require us to participate in your defense or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark we license you to use or if the proceeding is resolved unfavorably to you.

It may become necessary in our sole discretion, because of trademark litigation, a decision of the Patent and Trademark Office, or otherwise, to change the Marks. In that event, you must immediately adopt the new or revised Marks at your sole expense.

We do not know of any person claiming or having superior rights to any of the Marks or of any infringing uses of the Marks that could materially affect your use of the Marks.

Item 14. Patents, Copyrights and Proprietary Information

We do not currently own any patents and have no patent applications pending that are material to the franchise.

We have copyrighted and will continue to copyright the Manual and other materials loaned to you, and all training materials we provide or sell to you and your employees. We have not registered any copyrights, but may in the future. We have no knowledge of any existing copyright infringement that could materially affect you.

If you become aware of any infringement of our copyrights, you must immediately notify us. We may take whatever action we deem appropriate to enforce our rights or we may take no action. The Franchise Agreement does not require us to take any action. We will have the right to control any litigation or other proceeding.

The Franchise Agreement does not require us to participate in your defense or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a copyright we license you to use or if the proceeding is resolved unfavorably to you.

We may require you to modify or discontinue use of any material that may be subject to a copyright dispute or to use a substitute item at your sole expense.

The Manual(s), the contents of each, certain other information we will provide to you, all customer data and manufacturer and supplier data, regardless of who collects or enters it, and reports on marketing expenditures, if required, are all confidential trade secrets. All information we provide to you or which you develop in the course of performing under the Agreement which is not generally available to the public and which a competitor might find valuable are trade secrets. If we designate something as a “trade secret”, you must treat it as a trade secret whether or not it would otherwise meet any definition of “trade secret”. You are responsible for protecting all trade secrets and you cannot transfer them or sell them to anyone at any time. You must require manager(s) and other employees who have access to trade secrets to comply with your obligations under the Agreement to protect our trade secrets. You must return all copies of all trade secrets to us upon termination, expiration or nonrenewal, for any reason, of your Franchise Agreement and not use them or permit anyone else to use them thereafter for any purpose. You must strictly comply with the Manual in your handling of any customer data that may be in your possession or control, including our applicable privacy policy. You must not use any customer data for any purpose other than as necessary for operation of the Licensed Business.

Item 15. Obligation to Participate in the Actual Operation of the Franchised Business

You must either devote your full time and effort to managing and operating the Licensed Business or delegate its management or operation to a responsible person. You must reserve and exercise ultimate authority and responsibility over operation and management of the Licensed Business. If you delegate management and operation to an employee, the employee must successfully complete our Designated Manager training program before beginning to serve as manager. If you are a corporation or other entity, each owner must personally guarantee the Agreement and the entity must designate a competent manager. We do not require the Designated Manager to be an equity owner of the Licensed Business. You must require each employee to whom you disclose our trade secrets to be subject to the trade secrets provisions of the Franchise Agreement. You must require every manager and employee with access to trade secrets to sign a confidentiality agreement in a form we have approved.

Item 16. Restrictions on What the Franchisee May Sell

You may offer for sale only products and services we approve. You must offer for sale all of the products and services that we approve. We may change the approved list of goods and services at any time. The Franchise Agreement does not limit our right to make such changes. You may only offer other goods and services with our prior written approval.

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	Article 1	5 years.
b.	Renewal or extension of the term	Article 9	If you are in good standing and we continue the franchise System in your area, we may permit you to renew for another term under the then-current agreement, which may be materially different than the agreement we are now offering.
c.	Requirements for franchisee to renew or extend	Article 9	You must be in good standing with us, sign new agreement at least 30 days before the end of the current term, update or replace fixtures and equipment, retain Premises, give 6 to 12 months' notice and pay a fee equal to fifteen percent (15%) of the then-current Initial Fee. You may be required to sign a contract with materially different terms and conditions than your original contract.
d.	Termination by franchisee	None	Subject to applicable state law.
e.	Termination by franchisor without cause	None	
f.	Termination by franchisor with cause	Article 15	We may terminate only for cause. We may, in lieu of terminating, reduce or limit other rights and leave your franchise in place. Terminating your other rights does not limit our right thereafter to terminate your franchise for the same or a different cause.

	Provision	Section in franchise or other agreement	Summary
g.	"Cause" defined—curable defaults	Article 15	You have 72 hours to cure: failure to pay as required; unauthorized assignment; abandonment (even if unintentional); insolvency; failure to pay any taxes; sublicensing of Marks; impasse among owners; refusal to permit an audit; violation of any law or rule; conviction of a felony; failure to operate properly using the Marks; unethical or dishonest business dealings; failure to maintain insurance; failure to timely deliver estoppel certificate; manager fails to successfully complete required training or to meet criteria; or termination of any other agreement between you and us for cause. You have 30 days to cure any breach of the Agreement for which the Agreement does not specify a shorter period.
h.	"Cause" defined—non-curable defaults	Article 15	Non-curable defaults: repeated defaults, even if cured; you are adjudged bankrupt; assignment for benefit of creditors; abandonment of business; convicted or plead guilty to violating law relating to Licensed Business.
i.	Franchisee's obligations on termination/nonrenewal	Article 17	No further use of Marks, telephone numbers, telephone listings, proprietary information, trade secrets or the Manual; certain notification obligations; payment of sums due to us (including the liquidated amount of up to 24 times the average monthly royalties and National Marketing Fees you owed during the prior six months); we have option to lease or assume lease for your Premises; sign document(s) to transfer telephone numbers; continuing royalties on pending sales, if any; and we have option to purchase any part of your business assets. If we elect to assume your lease and to operate a SASQUATCH STRENGTH® business from your Premises, you must cooperate in a changeover procedure, including notifying the landlord of the change of tenant, conducting an inventory, permitting us to use your furniture, fixtures and equipment for up to 60 days, and permitting us to communicate directly with your employees, suppliers and customers in order to facilitate a smooth transition.

	Provision	Section in franchise or other agreement	Summary
j.	Assignment of contract by franchisor	Articles 12, 14 & 20	No restriction on our right to assign except that if the assignee assumes all of our obligations to you then we are free of further liability to you.
k.	"Transfer" by franchisee—defined	Articles 11, 12, 13 & 14	Includes any assignment, transfer, sale, sublease or encumbrance of the Agreement, the franchise, the assets of your business, the Premises, or of any ownership interest in the franchisee if you are a corporation, partnership or limited liability company or other form of Entity.
l.	Franchisor approval of transfer by franchisee	Articles 11, 12, 13 & 14	Franchisor has the right to approve or disapprove all transfers.
m.	Conditions for franchisor approval of transfer	Articles 11, 12, 13 & 14	You are current in all fees to us; you are not in material breach of the Agreement; you have paid all debts of your business; new franchisee signs release of claims against us for representations you made; you sign a mutual termination and release of the Agreement and mutual general release of claims; we receive transfer fee ($7,500); new franchisee signs the then-current form of Agreement; new franchisee qualifies; new franchisee successfully completes initial training program; new franchisee obtains rights to your Premises lease, if applicable; and we receive 30 day right of first refusal.
n.	Franchisor's right of first refusal to acquire franchisee's business	Article 12 & 17	We may match any offer for your business.
o.	Franchisor's option to purchase franchisee's business	Article 17	On termination, we may purchase any part of your business at the fair market value of the tangible personal property purchased.
p.	Death or disability of franchisee	Article 13	Your heirs or personal representative must, within 90 days, subject to applicable state law, either (i) request the right to continue to operate the business, subject to Article 13 of the Agreement except that no transfer fee will be payable, or (ii) sell the Licensed Business to a third party, subject to Article 13 of the Agreement. If we deny a request to continue to operate the business, the 90 days to sell begins on the date of our denial. The same applies if you become disabled as defined in Article 14 of the Agreement.

	Provision	Section in franchise or other agreement	Summary
q.	Non-competition covenants during the term of the franchise	Article 16	No involvement in any competing business anywhere.
r.	Non-competition covenants after the franchise is terminated or expires	Article 16	For 24 months after termination, nonrenewal or expiration or after you cease all violations of the post-term noncompete if later, you must not compete with us within 20 miles of your Licensed Business location, solicit or divert any of our customers or suppliers or customers or suppliers of any other franchisee, disclose any trade secrets, or solicit or hire any of our employees, former employees or franchisees. For 24 months, you will not be employed by or in business with any person or entity that does any of those things.
s.	Modification of the agreement	Article 20	Only by written agreement; we may modify Manual at any time.
t.	Integration/merger clause	Article 20	Only the terms of the Agreement are binding (subject to applicable law). Any promises or agreements not contained in the Franchise Agreement or this Disclosure Document may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Article 18	Except for actions for the purpose of enforcing trade mark or trade secret rights and covenants against competition, we will settle all disputes with you by Arbitration, which will only occur after the parties try informally to resolve the dispute.
v.	Choice of forum	Articles 18 & 20	Litigation or arbitration must be in the State of Washington (subject to applicable state law).
w.	Choice of law	Article 20	The franchise law of the state where your Licensed Business is located applies, except that the Washington common law shall govern as to all matters not covered by an applicable franchise law of your state. This is subject to any applicable state addendum.

Item 18. Public Figures

We do not currently use any public figure to promote our franchise.

Item 19. Financial Performance Representations

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised 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 Isaac Vaisberg at 500 108th Ave NE Suite 1100, Bellevue, WA 98004; 425-300-2742 or franchise@sasquatchstrength.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20. Outlets and Franchisee Information

Table No. 1

Systemwide Outlet Summary
For Years 2019 to 2021

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	2019	0	0	0
	2020	0	2	2
	2021	2	2	0
Company-Owned	2019	3	3	0
	2020	3	3	0
	2021	3	3	0
Total Outlets	2019	3	3	0
	2020	3	5	2
	2021	5	5	0

Table No. 2

Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2019 to 2021

Column 1	Column 2	Column 3
State	**Year**	**Number of Transfers**
WA	2019	0
	2020	0
	2021	0
Total	2019	0
	2020	0
	2021	0

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

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Termin a-tions**	**Non-Renewals**	**Reacquire d by Franchisor**	**Ceased Opera-tions - Other Reasons**	**Outlets at End of the Year**
WA	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Total	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	0	0	0	0	0	2

Table No. 4

Status of Company-Owned Outlets
For Years 2019 to 2021

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired from Franchis-ees**	**Outlets Closed**	**Outlets Sold to Franchis-ees**	**Outlets at End of the Year**
WA	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
Total	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3

Table No. 5

Projected Openings as of December 31, 2021

Column 1	Column 2	Column 3	Column 4
State	**Franchise Agreements Signed But Outlet Not Opened**	**Projected New Franchised Outlets in the Next Fiscal Year**	**Projected New Company-Owned Outlets in the Next Fiscal Year**
WA	0	1	0
Total	0	1	0

In the foregoing Tables, when the words “company-owned” are used, it refers to our affiliate-owned gyms.

The preceding Table No. 5, entitled "Projected Openings" contains our goals and not representations that we will actually achieve our goals. In some instances, because of management, legal or other considerations, we may elect to offer no franchises in some listed state(s) or we may not find interested and qualified candidates in some state(s).

Attachment C contains the names of all current franchises and the addresses and telephone numbers of their outlets as of December 31, 2021.

Attachment C contains 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 an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with

us within 10 weeks of the issuance date of this Disclosure Document. We have no former franchisees to disclose.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System.

No franchisee or former franchisee has signed a confidentiality clause during the last three years that restricts the franchisee from discussing his or her personal experiences as a franchisee in the SASQUATCH STRENGTH® System with a prospective franchisee.

There are no trademark-specific franchisee organizations required to be disclosed in this Item.

Item 21. Financial Statements

Attachment A contains our audited financial statement for the period ending December 31, 2021 and our unaudited interim financial statement as of June 30, 2022. Our fiscal year ends on December 31.

Item 22. Contracts

We urge you to read all of the contracts and agreements carefully. This Disclosure Document cannot possibly contain all of the terms of the various agreements. It is important that you understand all of those terms. We have attached the following contracts and agreements as Attachment B:

Attachment B - Franchise Agreement, with:

Exhibit A, State Law Addenda
Exhibit B, Location of Licensed Business;
Exhibit C, Required Equipment;
Exhibit D, Assignment of Telephone Numbers
Exhibit E, Lease Conditional Assignment Agreement
Exhibit F, Personal Guarantee
Exhibit G, Trade Secrets and Confidentiality Agreement
Exhibit H, Mutual Termination and Release Agreement
Exhibit I, Consent, Waiver and Release for Training
Exhibit J, Confidentiality Agreement—Additional Information

Item 23. Receipts

A receipt for this Franchise Disclosure Document is attached at the end of this document. You must remove one copy, sign it and return it to us.

No Waivers

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Sasquatch Strength Franchise

Balance Sheet

As of October 25, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
QuickBooks Checking Account	0.00
Sasquatch Strength (0930)	5,444.20
Wells Fargo Checking x6549	232,592.54
Total Bank Accounts	**$238,036.74**
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	**$0.00**
Other Current Assets	
Apparel - T-Shirts	0.00
Apparel - Polos	0.00
Apparel. - Masks	0.00
Lacrosse Balls	0.00
Loan to Sasquatch Bellevue	775.00
Loan to Sasquatch Holdings	2,000.00
Loan to Sasquatch Issaquah	17,000.00
Loan to Sasquatch Redmond	-49,000.00
Loan to Sasquatch Sammamish	6,577.29
Rollers	0.00
Shaker Bottles	0.00
Sunglasses	0.00
Supplement - BCAAs	0.00
Supplements - Flavored	0.00
Suprement - Lean	0.00
Undeposited Funds	0.00
Welcome Bags	0.00
Total Other Current Assets	**$ -22,647.71**
Total Current Assets	**$215,389.03**
Fixed Assets	
Equipment	10,738.71
Front Desk	1,905.00
Total Fixed Assets	**$12,643.71**
Other Assets	
Security Deposits	15,000.00
Total Other Assets	**$15,000.00**
TOTAL ASSETS	**$243,032.74**

THIS BALANCE SHEET HAS NOT BEEN AUDITED.

Sasquatch Strength Franchise

Balance Sheet

As of October 25, 2022

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	3,875.00
Total Accounts Payable	**$3,875.00**
Credit Cards	
American Express	44,926.43
Total Credit Cards	**$44,926.43**
Other Current Liabilities	
Other Current Liabilities	1,929.91
Total Other Current Liabilities	**$1,929.91**
Total Current Liabilities	**$50,731.34**
Long-Term Liabilities	
Loan From Affiliates	20,000.00
SBA Loan	62,100.00
Total Long-Term Liabilities	**$82,100.00**
Total Liabilities	**$132,831.34**
Equity	
Franchise Founders Capital	70,000.00
Opening Balance Equity	120.40
Owner’s Investment	201,000.00
Retained Earnings	-246,120.72
Sasquatch Holdings Capital	195,000.00
Net Income	-109,798.28
Total Equity	**$110,201.40**
TOTAL LIABILITIES AND EQUITY	**$243,032.74**

Sasquatch Strength Franchise

Profit and Loss

January 1 - October 25, 2022

	TOTAL
Income	
Apparel Sales	15,199.77
Marketing Management	45,759.58
Merchant Processing Revenue	669.98
Royalties	29,438.91
Technology Fees	42,362.59
Total Income	**$133,430.83**
GROSS PROFIT	**$133,430.83**
Expenses	
Advertising & Marketing	39,547.11
Bank Charges & Fees	891.88
Broker Monthly Fee	891.00
Contractors	5,416.00
CRM Platform	29,654.51
Drive Social Unit Ad Spend	27,200.00
Dues & subscriptions	8,843.77
Employee Benefits	100.00
FranConnect	8,100.00
FranMetrics Franchise Mgmt	4,500.00
Interest Paid	576.10
Legal & Professional Services	73,789.27
Meals & Entertainment	3,673.97
Office Supplies & Software	6,305.49
Rent & Lease	23,301.65
Repairs & Maintenance	27.76
Shipping, Freight & Delivery	43.59
Supplement Costs	3,432.96
Taxes & Licenses	138.75
Technology Mgmt /Web Hosting	122.94
Telephone	160.10
Travel	314.97
Video /. Media	1,341.00
Web Development	4,860.00
Total Expenses	**$243,232.82**
NET OPERATING INCOME	**$ -109,801.99**
Other Income	
Interest Earned	3.71
Total Other Income	**$3.71**
NET OTHER INCOME	**$3.71**
NET INCOME	**$ -109,798.28**

THIS PROFIT & LOSS STATEMENT HAS NOT BEEN AUDITED.

SASQUATCH STRENGTH FRANCHISE, LLC

INDEPENDENT AUDITORS' REPORT
FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2021

SASQUATCH STRENGTH FRANCHISE, LLC
FINANCIAL STATEMENTS

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Independent Auditors' Report

To the Board of Directors
SASQUATCH STRENGTH FRANCHISE, LLC

Opinion

We have audited the financial statements of SASQUATCH STRENGTH FRANCHISE, LLC (a Corporation established in the State of Florida, United States of America), which comprise the statements of financial position as of December 31, 2019, December 31, 2020 and December 31, 2021, the income statements, statements of cash flow statement for the year then ended, as well as notes that include a summary of the relevant accounting policies and other explanatory information. The financial statements have been prepared under Generally Accepted Accounting Principles in the United States (US GAAP).

In our opinion, these financial statements reasonably reflect, in all material respects, the financial position of SASQUATCH STRENGTH FRANCHISE, LLC (a Corporation established in the State of Florida, United States of America) as of December 31, 2019, December 31, 2020 and December 31, 2021, and its financial performance, as well as its cash flows for the year ending on that date, in conformity with the Generally Accepted Accounting Principles of the United States (US GAAP).

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SASQUATCH STRENGTH FRANCHISE, LLC as of December 31, 2019,

December 31, 2020, and December 31, 2021, and the results of its operations for the year December 31, 2019, December 31, 2020 and December 31, 2021, ended in accordance with accounting principles generally accepted in the United States of America.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

The Company's Management is responsible for the preparation and fair presentation of the financial statements in accordance with the Generally Accepted Accounting Principles in the United States (US GAAP) as described in Note 1 of the financial statements and through the internal control determined by management, relevant to the preparation of financial statements free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting, unless management intends to liquidate the company or cease operations, or have no realistic alternative but to do so.

Those in charge of the company's Governance are responsible for overseeing the reporting process of the company.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with the International Audit Standards, will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken based on these financial statements.

As part of an audit conducted in accordance with the United States Generally Accepted Accounting Principles (US GAAP), we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve

collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of Company's management use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with Company's governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with Company's governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

JPizars Juan A. Pizano Llanos

March 14, 2022
JPizars – CPA & Business Consultants LLC
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Juan A. Pizarro Llanos, MAcc, CPA, CFE, CRMA I CEO T: 954-997-2545 I E: jpizars@cpa.com

SASQUATCH STRENGTH FRANCHISE, LLC
BALANCE SHEET
(Expressed in US Dollars)

Sasquatch Strength Franchise

Balance Sheet Summary

As of December 31, 2021

	JAN - DEC 2019	JAN - DEC 2020	JAN - DEC 2021
ASSETS			
Current Assets	**$71,062**	**$1,742**	**$49,857**
Fixed Assets		1,905	1,905
TOTAL ASSETS	**$71,062**	**$3,647**	**$51,762**
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities	**$0**	**$0**	**$9,063**
Long-Term Liabilities	60,000	20,000	70,000
Total Liabilities	**$60,000**	**$20,000**	**$79,063**
Equity	11,062	-16,353	-27,301
TOTAL LIABILITIES AND EQUITY	**$71,062**	**$3,647**	**$51,762**

See notes to the financial statements.

SASQUATCH STRENGTH FRANCHISE, LLC
INCOME STATEMENT
(Expressed in US Dollars)

Sasquatch Strength Franchise

Profit and Loss

January 2019 - December 2021

	JAN - DEC 2019	JAN - DEC 2020	JAN - DEC 2021	TOTAL
Income	$31,576	$60,092	$127,252	$218,919
Cost of Goods Sold	$0	$120	$0	$120
GROSS PROFIT	$31,576	$59,971	$127,252	$218,799
Expenses	$145,513	$179,682	$152,027	$477,222
NET OPERATING INCOME	$ -113,938	$ -119,711	$ -24,775	$ -258,423
Other Income	$0	$1,000	$14,002	$15,002
NET OTHER INCOME	$0	$1,000	$14,002	$15,002
NET INCOME	$ -113,938	$ -118,711	$ -10,773	$ -243,421

See notes to the financial statements.

SASQUATCH STRENGTH FRANCHISE, LLC
Statement of Cash Flows
(Expressed in US Dollars)

Sasquatch Strength Franchise

Statement of Cash Flows

January 2019 - December 2021

	JAN - DEC 2019	JAN - DEC 2020	JAN - DEC 2021	TOTAL
OPERATING ACTIVITIES				
Net Income	-113,938	-118,711	-10,773	$ -243,421
Adjustments to reconcile Net Income to Net Cash provided by operations:	**0**	**-1,175**	**-17,115**	**$ -18,289**
Net cash provided by operating activities	**$ -113,938**	**$ -119,885**	**$ -27,888**	**$ -261,711**
INVESTING ACTIVITIES	**$0**	**$ -1,905**	**$0**	**$ -1,905**
FINANCING ACTIVITIES				
Loan From Affiliates	60,000	-40,000	50,000	$70,000
Franchise Founders Capital		20,000		$20,000
Opening Balance Equity		1,295	-1,175	$120
Owner's Investment			1,000	$1,000
Sasquatch Holdings Capital		70,000		$70,000
Net cash provided by financing activities	**$60,000**	**$51,295**	**$49,826**	**$161,120**
NET CASH INCREASE FOR PERIOD	**$ -53,938**	**$ -70,495**	**$21,938**	**$ -102,495**

See notes to the financial statements.

SASQUATCH STRENGTH FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2021

History of the Company

The Company was organized under the laws of the State of Florida, United States of America was registered as a company in year 2018. Company started to franchise in 2020 and is in the Fitness Industry (HEALTH CONDITIONING).

Note 1. Significant Accounting Policies Summary

a. Annual Closing Date:

The Company's fiscal year ends on December 31 of each year.

b. Credit Risk Concentration:

Cash equivalents and trade receivables are the financial instruments that potentially concentrate most of the Company's credit risk.

c. Earnings per Common Share:

Basic earnings per common share are calculated by dividing the total income by the weighted-average number of common shares outstanding during the year. Diluted earnings per common share are calculated using the weighted-average number of common and common equivalent shares outstanding during the year.

d. Cash and Cash Equivalents:

Cash and cash equivalents consist of cash on hand and highly liquid investments, primarily money market funds and fixed time deposits, with original due dates of three months or less.

e. Furniture, Equipment and Property Improvement:

Fixed assets are stated at acquisition cost. Expenditures that extend the useful life of assets are capitalized and expenditures for repair and maintenance are charged as expenses. Depreciation is calculated on the straight-line method over the estimated life of the assets.

Assets	Years
Hardware and Software	3 – 5
Office, furniture and equipment	5 – 7
Leasehold improvements	10

f. Impairment:

The Company reviews long-lived assets to be held and used for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

If a recoverability evaluation is required, the estimated undiscounted future cash flows

directly associated with the asset is compared to the asset's carrying amount. If this comparison indicates that there is impairment, the amount of the impairment is calculated by comparing the carrying value to discounted expected future cash flows or comparable market values, depending on the nature of the asset. All long-lived assets, for which management has committed itself to a plan of disposal by sale, are reported at the lower of carrying amount or fair value less the cost to sell. Long-lived assets to be disposed of other than by sale are classified as held and used until the date of disposal.

g. Financial Instruments:

The Company's financial instruments are primarily comprised of short-term, notes receivable and notes payable. For short-term instruments, the historical carrying amount is a reasonable estimate of fair value. Fair values for long-term financial instruments not readily marketable are estimated based upon discounted future cash flows at prevailing market interest rates. Based on these assumptions, management believes the fair market values of the Company's financial instruments are not materially different from their recorded amounts as of December 31, 2021.

h. Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, as well as the contingent assets and liabilities disclosure as of the date of these financial statements. Management's use of estimates also affects the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

i. Revenue Recognition:

SASQUATCH STRENGTH FRANCHISE, LLC follows the 5 step guidelines in the revenue recognition process as outlined in ASC 606. These steps are the following:

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

SASQUATCH STRENGTH FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2021

Note 2. Cash and Cash Equivalents & Owner's Distribution

		2021
Cash in Banks in USD	$	$21,669

Owner's distribution for FY 2021 was for $0.00. Distributions will occur only upon satisfaction of the five (5) steps mentioned on Note 1 letter I as transfer of control and contract obligations were met. Therefore, ASC 606 is unaffected over this matter.

Note 3. Trademark and Intellectual Property

The total of franchises engaged during calendar year 2020 were a total of two (2). Franchise Fee is collected the moment the store opens to the public. The two (2) franchises are currently located in Washington State and all proceeds from initial franchise fee are recorded in full as trademark and intellectual property by the franchisor.

Note 4. Approval of the Financial Statements

The Financial Statements as of December 31, 2021, were approved by the Company's management on February 28, 2022.

*****

SASQUATCH STRENGTH FRANCHISE, LLC

INDEPENDENT AUDITORS' REPORT
FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2020

SASQUATCH STRENGTH FRANCHISE, LLC
FINANCIAL STATEMENTS

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Independent Auditors' Report

To the Board of Directors
SASQUATCH STRENGTH FRANCHISE, LLC

Opinion

We have audited the financial statements of SASQUATCH STRENGTH FRANCHISE, LLC (a Corporation established in the State of Florida, United States of America), which comprise the statements of financial position as of December 31, 2020, the income statements, statements of cash flow statement for the year then ended, as well as notes that include a summary of the relevant accounting policies and other explanatory information. The financial statements have been prepared under Generally Accepted Accounting Principles in the United States (US GAAP).

In our opinion, these financial statements reasonably reflect, in all material respects, the financial position of SASQUATCH STRENGTH FRANCHISE, LLC (a Corporation established in the State of Florida, United States of America) as of December 31, 2020 and its financial performance, as well as its cash flows for the year ending on that date, in conformity with the Generally Accepted Accounting Principles of the United States (US GAAP).

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SASQUATCH STRENGTH FRANCHISE, LLC as of December 31, 2020 and the results of its operations for the year December 31, 2020 ended in accordance with accounting principles generally accepted in the United States of America.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

The Company's Management is responsible for the preparation and fair presentation of the financial statements in accordance with the Generally Accepted Accounting Principles in the United States (US GAAP) as described in Note 1 of the financial statements and through the internal control determined by management, relevant to the preparation of financial statements free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting, unless management intends to liquidate the company or cease operations, or have no realistic alternative but to do so.

Those in charge of the company's Governance are responsible for overseeing the reporting process of the company.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with the International Audit Standards, will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken based on these financial statements.

As part of an audit conducted in accordance with the United States Generally Accepted Accounting Principles (US GAAP), we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of Company's management use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with Company's governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with Company's governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

JPizars Juan A. Pizarro Llanos

March 25, 2021
JPizars – CPA & Business Consultants LLC
Hollywood, Florida

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SASQUATCH STRENGTH FRANCHISE, LLC
BALANCE SHEET
(Expressed in US Dollars)

		Year ended December 31, 2020
Assets		
Current assets		
Cash and cash equivalents (Note 2)	$	26,432
Accounts Receivable		0
Total current assets		26,432
Furniture, Equipment and Property Improvement -net		1,905
Trademark and Intellectual Property (Note 3)		70,000
Total assets	$	98,337
Liabilities and Stockholder's Equity:		
Current liabilities		
Accounts payable	$	0
Other liabilities		0
Total current liabilities		0
Stockholder's Equity		
Owner Draw (Note 2)		(162,648)
Members Equity and Net Income		260,985
Total Retained Earnings		98,337
Total liabilities and stockholder's equity	$	98,337

See notes to the financial statements.

SASQUATCH STRENGTH FRANCHISE, LLC
INCOME STATEMENT
(Expressed in US Dollars)

		Year ended December 31, 2020
Income		
Services Franchise & Royalties		
Income from Operations	$	60,971
		60,971
Administrative Expenses		
Administrative Expenses		179,682
Personnel		0
		179,682
Operating profit		(118,711)
Net loss	$	(118,711)

See notes to the financial statements.

SASQUATCH STRENGTH FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2020

History of the Company

The Company was organized under the laws of the State of Florida, United States of America was registered as a company in year 2018. Company started to franchise in 2020 and is in the Fitness Industry (HEALTH CONDITIONING).

Note 1. Significant Accounting Policies Summary

a. Annual Closing Date:

The Company's fiscal year ends on December 31 of each year.

b. Credit Risk Concentration:

Cash equivalents and trade receivables are the financial instruments that potentially concentrate most of the Company's credit risk.

c. Earnings per Common Share:

Basic earnings per common share are calculated by dividing the total income by the weighted-average number of common shares outstanding during the year. Diluted earnings per common share are calculated using the weighted-average number of common and common equivalent shares outstanding during the year.

d. Cash and Cash Equivalents:

Cash and cash equivalents consist of cash on hand and highly liquid investments, primarily money market funds and fixed time deposits, with original due dates of three months or less.

e. Furniture, Equipment and Property Improvement:

Fixed assets are stated at acquisition cost. Expenditures that extend the useful life of assets are capitalized and expenditures for repair and maintenance are charged as expenses. Depreciation is calculated on the straight-line method over the estimated life of the assets.

Assets	**Years**
Hardware and Software	3 – 5
Office, furniture and equipment	5 – 7
Leasehold improvements	10

f. Impairment:

The Company reviews long-lived assets to be held and used for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

If a recoverability evaluation is required, the estimated undiscounted future cash flows directly associated with the asset is compared to the asset's carrying amount. If this comparison indicates that there is impairment, the amount of the impairment is

calculated by comparing the carrying value to discounted expected future cash flows or comparable market values, depending on the nature of the asset. All long-lived assets, for which management has committed itself to a plan of disposal by sale, are reported at the lower of carrying amount or fair value less the cost to sell. Long-lived assets to be disposed of other than by sale are classified as held and used until the date of disposal.

g. Financial Instruments:

The Company's financial instruments are primarily comprised of short-term, notes receivable and notes payable. For short-term instruments, the historical carrying amount is a reasonable estimate of fair value. Fair values for long-term financial instruments not readily marketable are estimated based upon discounted future cash flows at prevailing market interest rates. Based on these assumptions, management believes the fair market values of the Company's financial instruments are not materially different from their recorded amounts as of December 31, 2020.

h. Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, as well as the contingent assets and liabilities disclosure as of the date of these financial statements. Management's use of estimates also affects the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

i. Revenue Recognition:

SASQUATCH STRENGTH FRANCHISE, LLC follows the 5 step guidelines in the revenue recognition process as outlined in ASC 606. These steps are the following:

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

Note 2. Cash and Cash Equivalents & Owner's Distribution

		2020
Cash in Banks in USD	$	26,432

Owner's distribution for FY 2020 was for $162,648. Distributions occurred upon satisfaction of the five (5) steps mentioned on Note 1 letter I as transfer of control and contract obligations were met. Therefore, ASC 606 is unaffected over this matter.

Note 3. Trademark and Intellectual Property

The total of franchises engaged during calendar year 2020 were a total of two (2). Franchise Fee is collected the moment the store opens to the public. The two (2) franchises are currently located in Washington State and all proceeds from initial franchise fee are recorded in full as trademark and intellectual property by the franchisor.

Note 4. Approval of the Financial Statements

The Financial Statements as of December 31, 2020, were approved by the Company's management on February 25, 2021.

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Franchise Agreement

Franchise Agreement No.: _____

Expiration Date: _____

DATED: _____ ("Effective Date")

BETWEEN: SASQUATCH STRENGTH FRANCHISE LLC ("Franchisor")

AND: _____("Franchisee")

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LOCATION: City: _____; State: _____

(See exact address of location of Licensed Business in Exhibit B).

This Agreement is made and entered into by and between **SASQUATCH STRENGTH FRANCHISE LLC**, a Washington Limited Liability Company, d.b.a. "SASQUATCH STRENGTH®" (hereinafter "Franchisor") and _____, a _____ _____ (hereinafter "Franchisee").

RECITALS

WHEREAS Franchisor has developed a unique system for identifying, operating and marketing gym businesses offering strength training in a group setting, implementing popular fitness regimens and focused on connection with a systematic approach to customer interaction and engagement and offering related services and products under the Marks and using Franchisor's methods (hereinafter the "System");

WHEREAS, as between Franchisor and Franchisee, Franchisor is the sole and exclusive owner of all goodwill associated with and to become associated with the Marks, the value of which Franchisee acknowledges;

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WHEREAS Franchisee recognizes the advantages and value of the System and Marks and desires to obtain a license for a "SASQUATCH STRENGTH®" gym as more fully described in Paragraph 1.05 herein (hereinafter the "Licensed Business");

WHEREAS Franchisee recognizes the necessity and value of maintaining high standards and uniformity of appearance, image, products, services and customer relations in conformity with the System as Franchisor may reasonably modify it from time to time;

WHEREAS Franchisee is aware of the risks, business and otherwise, associated with owning a SASQUATCH STRENGTH® Licensed Business and has independently evaluated those risks; and

WHEREAS, Franchisor, in reliance upon Franchisee's representations, is willing to provide certain training and other services and to grant a license, but only on the terms of this Agreement, which terms Franchisee understands and accepts and both parties acknowledge to be reasonable and material;

NOW THEREFORE, for and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, and each party fully intending to be legally bound hereby, Franchisor and Franchisee mutually agree as follows:

ARTICLE 1–LICENSE AND SYSTEM

1.01 Grant of License.

Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a non-exclusive license to operate one (1) Licensed Business using the System and Marks for a period of five (5) years from and after the Effective Date of this Agreement or such shorter time as shall coincide with expiration or termination of the lease for the Premises. The location for the Licensed Business shall be as described in Exhibit B. If the location is not known when this Agreement is executed, Franchisee appoints Franchisor as attorney-in-fact with authority to insert the location in Exhibit B after Franchisee selects it and Franchisor approves it. If Franchisee fails to select a location within 180 days following the date of this Agreement, which location Franchisor can reasonably approve, Franchisor may terminate this Agreement, unless, in Franchisor's discretion Franchisor agrees to extend the period. Upon termination under this provision, Franchisor will be deemed to have earned the entire Initial Fee and termination shall be pursuant to the relevant provisions of this Agreement.

1.02 Relocation of Licensed Business.

Franchisor will not unreasonably refuse to approve a request to relocate Franchisee's Licensed Business. However, Franchisor will evaluate and approve or disapprove any proposed new Premises using the same standards and procedures as used for new franchises being granted at that time. Franchisee shall pay to Franchisor a relocation fee in the amount of $500 with each request for approval of a specific proposed location. If the relocation is for reasons which, in Franchisor's judgment, could not have reasonably been anticipated, and, if Franchisee is unable to obtain reimbursement from their business interruption insurance, Franchisor will abate Royalties and fees for thirty days. During any period of time that Franchisee's Licensed Business is not operating because of a relocation and during which an abatement is not in effect, Franchisee shall pay Royalties, National Marketing Fees, and any applicable marketing cooperative contributions at a rate of fifty percent (50%) of the average of the twelve month period immediately preceding the closure, but not less than the applicable fee percentages applied to any business interruption insurance payments received. As to any new location, Franchisee shall comply with all of the pre-opening obligations under this Agreement. A relocation does not modify the terms of this Agreement.

1.03 No Exclusive Territory.

1.03.01 Franchisor does not grant exclusive territories. There shall be no geographic restrictions upon where customers may come from for any SASQUATCH STRENGTH® gym, company-owned or franchised. Franchisee understands and acknowledges that Franchisee will be competing with other SASQUATCH STRENGTH® franchisees as well as with the Franchisor.

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1.03.02 Notwithstanding any other provision of this sub-Paragraph 1.03, Franchisor will grant to Franchisee a Designated Area. So long as Franchisee is not in default of this Agreement, Franchisor will not locate or permit another franchisee to locate another SASQUATCH STRENGTH® gym within Franchisee's Designated Area.

1.03.03 Each Designated Area will be a geographic area containing a population of approximately 20,000 to based on census information available from the United States Government or the relevant state. The Designated Area is or will be identified by a description and map attached to Exhibit B.

1.03.04 Franchisee shall not, without prior written approval by Franchisor, conduct or participate in off-site events or events outside Franchisee's Designated Area, except in strict compliance with the Manual (see Paragraph 1.07). Franchisee shall not, without prior written approval of Franchisor, conduct marketing that is targeted to persons outside Franchisee's Designated Area, except in strict compliance with the Manual.

1.03.05 Provided Franchisee is in good standing at the time and has operated successfully and in compliance with Franchisor's System for at least one full year, Franchisor grants to Franchisee a right of first refusal to acquire a new franchise that might be offered in a proposed Designated Area that is geographically contiguous with Franchisee's Designated Area. In the event multiple franchisees have Designated Areas that are geographically contiguous and they otherwise qualify under this Paragraph, Franchisor will offer the new Designated Area to the existing franchisees in the order of the dates of their original franchise agreements governing the subject contiguous Designated Areas. Franchisee (and others) may be required to exercise their right of first refusal within as little as ten (10) calendar days.

1.03.06 Franchisor may, directly, indirectly, or through a franchisee or licensee offer products, including proprietary products, and services under the same or different trade name(s) or trademark(s), including near Franchisee's location, through the same or alternative distribution methods, including through grocery stores and other retail outlets, vending machines, kiosks, carts, catalogs, mail order and through electronic media, including television, radio, the Internet and through other new or emerging commercial technological media. Franchisor shall have no obligation to share any revenues from such activities with Franchisee.

1.03.07 Franchisor may negotiate terms and conditions with national accounts, and Franchisee agrees to honor such terms and conditions. A national account is any large business or other entity with a physical presence in multiple states or local jurisdictions where the business desires a single point of contact, a single set of contract terms, or to use a centralized payment system. With regard to servicing any national account, Franchisee shall be governed by the terms of the Manual.

1.03.08 Franchisor may merge with, acquire, or be acquired by another company, including a competitor. Should that happen, Franchisee understands that Franchisee might experience competition from the distribution system of the other or surviving company.

1.03.09 Franchisee shall not, without Franchisor's prior written approval, which approval may be withheld for any reason whatsoever, use the Marks or any part of the Marks or anything similar to the Marks as part of a domain name, in a meta tag, or in any other manner in connection with any commerce on the Internet or similar media, including social media. Franchisee shall not use the Marks in or market through alternative distribution methods without Franchisor's prior written approval, which approval may be withheld for any reason whatsoever.

1.04 Member Cross-Over and Relocation.

If a member of Franchisee's Licensed Business uses their membership at a different SASQUATCH STRENGTH® gym location or if a member of a different SASQUATCH STRENGTH® gym uses their membership at Franchisee's Licensed Business or permanently relocates to the different SASQUATCH STRENGTH® gym, each Franchisee shall honor the memberships and the managers of the two locations shall be responsible for allocating membership revenue equitably. If usage changes to where, for a period of at least ninety days, the member uses the different SASQUATCH STRENGTH® gym more than 50% of their usage, then the managers shall cooperate in transferring the member's membership. Franchisor reserves the right to implement a centralized system for managing this process as Franchisor deems appropriate and Franchisor may charge Franchisee for the reasonable cost of such services.

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1.05 Licensed Business.

The term "Licensed Business" means a business in which the Franchisee engages in the business of offering and selling at retail, from a SASQUATCH STRENGTH® gym business, strength training in a group setting, implementing popular fitness regimens and focused on connection with a systematic approach to customer interaction and engagement and offering related services and products under the Marks and using Franchisor's methods (hereinafter the "System"). Franchisor shall have the right to add or delete or change product and service offerings at any time and Franchisee agrees to comply with such changes.

1.06 System and Marks.

1.06.01 Franchisee agrees to operate the Licensed Business only according to the System and only under the Marks pursuant to the Manual. Franchisee acknowledges that Franchisor owns all rights to the System and the Marks and Franchisee has only such rights as this Agreement grants. For purposes of this Agreement, the "System" includes the rights and obligations set forth in this Agreement, the Operating Manual furnished to the Franchisee as amended from time to time, Franchisor's name, training, recipes, formulas, methods of operation, reputation, marketing, system and similar benefits pursuant to which the Franchisee operates the Licensed Business. Franchisor's unique SASQUATCH STRENGTH® gym design and trade dress are part of the Marks. The Marks include the name "SASQUATCH STRENGTH®" and such other business names, logos and product names as Franchisor from time to time designates.

1.06.02 Unless otherwise first approved by Franchisor in writing or unless otherwise required by applicable law, Franchisee agrees to do business only under the Marks. Franchisee shall not use the Marks in any manner not specifically approved by Franchisor, including, without limitation, as part of any domain name or other address on any portion of the Internet or any new medium, including as part of any meta tag(s) or similar use.

1.06.03 Franchisee shall immediately notify Franchisor, in writing, if Franchisee learns of any attempt by any person to infringe the Marks or to wrongfully appropriate the System or any part of it. Franchisor may, in its sole discretion, take whatever action it deems appropriate to protect or defend the Marks or System but is not obligated to take any action whatsoever. Franchisee agrees to fully cooperate with Franchisor in any action anticipated by or taken by or on behalf of Franchisor. Franchisee understands that it may become necessary, in Franchisor's sole discretion, to change, totally or in part, the Marks, as a result of litigation, merger, business changes or otherwise. In that event, Franchisee agrees to immediately adopt the new or revised Marks.

1.06.04 Franchisor may change the System or any part of the System at any time, and as changed it shall remain the System pursuant to this Agreement. Franchisor shall own any improvements or changes in the System whether developed by Franchisor, by Franchisee or by other franchisee(s) and shall have the right to adopt and perfect such improvements or changes without compensation to Franchisee or other franchisees. If Franchisor modifies the System, Franchisee shall, at Franchisee's own expense except to the extent specifically provided in this Agreement, adopt and use such modification(s) as if it were part of the System at the time of execution of this Agreement.

1.06.05 Franchisee agrees to operate no other business whatsoever, including vending devices, or provide any services in or about the Licensed Business or otherwise in connection with the SASQUATCH STRENGTH® System or Marks without first obtaining Franchisor's written approval; provided that, Franchisee may provide any service(s) or product(s) permitted according to the Manual.

1.06.06 Franchisee acknowledges that Franchisor owns, in connection with the Marks, all goodwill associated with or to become associated with the Marks, the telephone numbers and telephone listings, and agrees to execute an Assignment of Telephone Numbers in the form of Exhibit C, attached. Franchisee shall not use Franchisee's personal telephone number as its business telephone number. Franchisee shall not use Franchisee's personal email address, or any other internet-based address in any advertising or marketing for the Licensed Business unless specifically approved by Franchisor.

1.07 Manual.

Franchisor agrees to loan to Franchisee during the Term of this Agreement one or more operations manuals (the "Manual"), together with such updates and modifications as Franchisor may from time to time provide to

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Franchisee. The Manual may be on paper or made available electronically via the Internet, or otherwise in Franchisor's discretion. Franchisor may make any changes or modifications in the Manual as in Franchisor's sole judgment are desirable. Franchisee agrees that if there should, at any time, be a discrepancy between the terms of Franchisee's copy of the Manual and the master copy maintained in Franchisor's offices, the terms of the master copy shall prevail. Franchisee agrees, at all times, to conform to the Manual in all respects including to obtain any equipment, fixtures, personnel or technology necessary to do so. The Manual is and shall at all times remain the property of Franchisor and shall be returned to Franchisor upon expiration, termination or nonrenewal of this Agreement for any reason. Franchisee agrees not to make it available to or permit another to make any copies of the Manual or any portion thereof without Franchisor's prior written consent. Franchisee acknowledges and agrees that the fair value of the Manual is at least One Thousand Dollars ($1,000.00).

1.08 Personal Liability.

Whether or not Franchisee is an Entity, each owner of the Licensed Business shall have joint and several personal liability for performance under this Agreement. If an owner is married, that owner's spouse, if any, shall have personal liability the same as the owner. Franchisee, and each owner and the spouse of any owner, shall sign the Personal Guarantee in the form of Exhibit E.

ARTICLE 2–FRANCHISE FEES AND MARKETING

2.01 Initial Fee.

2.01.01 The Initial Fee for the SASQUATCH STRENGTH® Franchise is Forty-Five Thousand Dollars ($45,000.00). The Initial Fee is not refundable except if through no fault of Franchisee, Franchisor determines that Franchisee has not successfully completed the Initial Training, or if through no fault of Franchisee, Franchisee cannot obtain suitable Premises for the Licensed Business within 180 days, then Franchisor will refund up to one-half of the Initial Fee, but not more than the difference between the amount of the Initial Fee and Franchisor's actual expenses incurred to recruit and train Franchisee and to review and evaluate potential site(s), if applicable. If Franchisee acquires an existing SASQUATCH STRENGTH® business from Franchisor in connection with this franchise, Franchisee will pay the fair market going concern value of the assets purchased pursuant to a separate asset purchase and sale agreement to be negotiated, in addition to the Initial Fee. If the parties are unable to reach an agreement on the purchase and sale of assets within ninety days following the date of this Agreement, either party may terminate this Agreement by giving not less than ten business days' Notice to the other. Termination shall be pursuant to the terms of Articles 16, 17 and 18. The Initial Fee is payable in full when Franchisee signs this Agreement unless otherwise specified in the relevant State Addendum (Exhibit A).

2.01.02 Franchisor offers a twenty-five percent (25%) discount from the then current standard Initial Fee to otherwise qualified candidates who are, at the time, a SASQUATCH STRENGTH® Franchisee in good standing of one or more gyms if the existing Franchisee is purchasing a franchise for an additional gym. Franchisor offers a ten thousand dollar (US$10,000.00) discount to individuals who are otherwise fully qualified and who have had a managing role in a Sasquatch Strength gym for a minimum of one year. Franchisor offers a discount of fifteen percent (15%) to persons who have served and been honorably discharged from the United States armed services. If a candidate qualifies for more than one discount, the candidate will receive the largest of the discounts for which they qualify. Only one discount will apply to any one Franchisee. If the Franchisee is an Entity, the Franchisee is eligible for only one discount and that will be the highest discount for which a majority owner of the Entity qualifies. If there is no majority owner, the Franchisee will receive the highest discount for which any owner qualifies, multiplied by the percentage of ownership that owner has in the Entity.

2.02 Royalties.

2.02.01 Franchisee shall pay to Franchisor a weekly royalty in an amount equal to 6.5 percent (6.5%) of Gross Revenues. The Royalties are payable weekly by electronic funds transfer. Funds must be in Franchisee's designated bank account in time so that Franchisor can obtain them on or before close of business on Tuesday of the week following the week on which the Royalties are based. Franchisor may, upon thirty (30) days prior written Notice require Franchisee to pay Royalties by check, pre-authorized check, electronic funds transfer or other mechanism or

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to pay on a different periodic basis. If Franchisee owns more than one SASQUATCH STRENGTH® franchise, Franchisee shall report and pay Royalties for each franchise independently, unless otherwise directed by Franchisor.

2.03 National Marketing Fee.

2.03.01 Franchisee shall pay to Franchisor a weekly National Marketing Fee in the amount of one percent (1%) of Gross Revenues. Franchisor may reduce or discontinue the National Marketing Fee at any time and may, thereafter, reinstate it upon a new thirty-day Notice. Franchisee shall pay the National Marketing Fee at the same time and in the same manner as Royalties. If Franchisee owns more than one SASQUATCH STRENGTH® franchise, Franchisee shall report and pay the National Marketing Fee for each franchise independently, unless otherwise directed by Franchisor. Franchisor may, upon not less than 60 days' Notice increase the National Marketing Fee, but not above two percent (2%).

2.03.02 Franchisor shall maintain all National Marketing Fees collected, net of any taxes Franchisor is required to pay on account of having collected the National Marketing Fees, in one or more bank accounts separate from Franchisor's regular account(s). Franchisee authorizes Franchisor to commingle Franchisee's National Marketing Fees with those paid by other franchisees. Franchisor will provide an unaudited annual report to all franchisees as to the aggregate amount of National Marketing Fees collected and their use and application by general category, which report will be prepared within 120 days following the end of Franchisor's fiscal year. Franchisee acknowledges and agrees that each such report is a Trade Secret and shall be treated as such according to this Agreement. Except as herein specifically provided, Franchisee waives all compliance with the Uniform Trust Accounting Act and related or similar laws to the broadest extent permitted by law. All of Franchisor's duties with regard to the Marketing funds collected and managed shall be contractual only.

2.03.03 Franchisor shall use National Marketing Fees collected, net of taxes and governmental fees, for marketing and promotion for the benefit of Franchisor's System. Selection of advertising and marketing location, scope, content, copy, timing and approach shall be by Franchisor and in Franchisor's sole discretion. Franchisor may use some of the funds, in its discretion, for market research, production and administration of the marketing program. Franchisor will attempt to benefit all of Franchisor's franchisees through the marketing program over all; however, not every element of the marketing and promotion program will necessarily directly benefit any specific franchisee. In making its marketing decisions, Franchisor will consider but not be bound by advice from any advisory committee(s) of franchisees recognized by Franchisor. Any National Marketing Fees not used in any year shall carry over and be held pursuant to this Agreement for use during subsequent year(s).

2.03.04 Franchisor shall have no duty to conduct any marketing program and if Franchisor does conduct a program, Franchisor makes no representations or warranties regarding the nature of the marketing to be conducted or about how it will affect Franchisee's revenue. Franchisor does not currently collect a National Marketing Fee. The National Marketing Fee will become mandatory for all franchisees effective sixty days after Franchisor has a total of six gyms open for business, meaning they are open to customers and conducting classes. The six gyms includes both franchisee owned gyms and gyms owned by Franchisor or its affiliates.

2.04 Gross Revenues.

The term "Gross Revenues" shall mean the full price of all goods and services sold by Franchisee from or relating to the Licensed Business, whether or not Franchisee has received cash or other consideration. The only things not included in Gross Revenues are: (i) taxes or fees Franchisee is required to collect on behalf of the government and which Franchisee actually remits; and (ii) tips to employees from customers actually received by employees. Gross Revenues are calculated at the time Franchisee sells the goods or services, without regard to when the Franchisee receives or expects to receive cash or other consideration therefore.

2.05 Launch Marketing.

In addition to the Local Marketing requirement, Franchisee shall, during the first ninety days the business is open (the Launch Marketing Period), spend Thirty-Eight Thousand Dollars ($38,000) and Sixty-Six Thousand Dollars ($66,000) on a Launch Marketing program approved by Franchisor. Within five business days following the conclusion of those first ninety days, Franchisee shall provide to Franchisor proof acceptable to Franchisor that the

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required sum was spent, what it was spent for, and who it was paid to. The exact amount o the Launch Marketing will depend upon the demographics of Franchisee's Designated Area and the current market price of advertising.

2.06 Local Marketing Funds.

2.06.01 After the Launch Marketing Period, Franchisee shall pay to Franchisor the sum of Two Hundred and Thirty ($230.00) per week as a Marking Services Fee, plus actual local advertising spend, which will not exceed $870.00 per week, which Franchisor will use on local marketing exclusively for the Licensed Business. In using the Local Marketing Funds, Franchisor will consider Franchisee's requests and suggestions, but Franchisor retains final decision authority. Franchisor is not required to comply with any trust accounting act or rules relating to the funds, but Franchisor, upon reasonable request, will provide Franchisee with a periodic unaudited report, by general category, of Local Marketing Funds expenditures. The amount of required Local Marketing Funds shall be adjusted annually effective on or about the first of each calendar year, to reflect changes in the national cost of living as reported by the United States Government or its agencies in a government index reasonably selected by Franchisor.

2.06.02 Franchisee shall participate, at Franchisee's expense, in all coupon and discount programs adopted by Franchisor. If Franchisor has approved or formed a Local Marketing Cooperative, then any coupons issued by Franchisee shall be first approved by the Local Marketing Cooperative and Franchisee shall offer and accept any coupons so approved. Except by unanimous consent, no Local Marketing Cooperative shall make assessments greater than 3% of Gross Revenues. If Franchisor or an affiliate has a gym in an area with a marketing cooperative, the gym will have the same rights and obligations as each other member of the cooperative. Franchisor may collect fees imposed by local marketing cooperatives for the benefit of the cooperative. Failure to pay fees imposed by a Local Marketing Cooperative shall be a material breach of this Agreement.

2.06.03 Franchisee may place and pay for such additional marketing as Franchisee deems necessary and appropriate. Franchisee shall be responsible to assure that all marketing so placed complies with the Manual and serves to enhance and not detract from or harm the Marks and the goodwill attached and to become attached thereto. Franchisee shall promptly send to Franchisor copies of all proposed advertising copy and media as required by the Manual. Social media posts and responses are advertising copy for purposes of this Agreement. Franchisee's local advertising shall be consistent with Franchisor's advertising. In the event Franchisor deems any advertisement or marketing technique to be not in compliance with this Paragraph, Franchisee shall, immediately upon receipt of a written Notice from Franchisor, cease using the subject advertisement or marketing technique and shall thereafter fully comply with this Paragraph. If Franchisee violates this Paragraph, Franchisor may, in addition to all other remedies available pursuant to this Agreement, require Franchisee to obtain prior written approval of copy and marketing technique for all or certain categories of marketing.

2.07 Technology Fee.

Franchisee shall pay to Franchisor a software licensing fee of $300 per week (plus $7.50 per employee per week for each VOIP line, after the first, that Franchisee requests) for the suite of software needed to operate the Licensed Business, including a customized integration package. The software licensing fee will increase not more than once a year to reflect any increases in the cost of the software to Franchisor and any increases in the cost of providing the integration package. Franchisor may increase the Technology Fee upon at least thirty (30) days' Notice to cover Franchisor's total cost of providing any new or additional technology components (hardware or software) if Franchisor determines that the new or additional components will likely provide benefit to franchisees in excess of the additional cost. Franchisor reserves the right to, in its discretion, require Franchisee to pay software licensing fees directly to software publishers in the event Franchisor is unable to negotiate prices that save money for franchisees in the aggregate. In that event, Franchisee would continue to pay license fees for the integration package.

2.08 Rebates, Discounts and Allowances.

Franchisee authorizes Franchisor to collect all available rebates, discounts and allowances (RDAs) from vendors or others with whom Franchisee does business, provided that, in Franchisor's reasonable business judgment, it is appropriate to collect them and any such RDAs shall be Franchisor's property. Franchisor earns the RDAs by constantly working with vendors and suppliers to obtain the best possible quality and prices for franchisees. The amounts received will constantly vary and are not always trackable. Franchisor is committed to making good faith

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efforts to obtain prices for franchisees for equipment, goods and services that are lower than what Franchisee could obtain on the open market for equivalent items.

2.09 Late Payment Fee.

As to any fees or payments due pursuant to this Agreement, if any payment is not made when due, Franchisee shall pay to Franchisor a Late Payment Fee of $250.00 per incident; provided that, for each of the first two late payments during any calendar year, the Late Payment Fee shall be $75.00, provided Franchisee pays the late payment together with the Late Payment Fee within three business days following receipt of Notice that Franchisor did not timely receive the payment. No acceptance of late payments or interest under this Paragraph shall constitute a waiver of any breach by Franchisee or an election of remedies by Franchisor.

2.10 Interest on Late Payments.

As to any fees or payments due pursuant to this Agreement, if any payment is not made when due, in addition to any applicable Late Payment Fee, Franchisee shall pay interest thereon at the rate of 1.5% per month (or the maximum allowed by law, if less) until paid. No acceptance of late payments or interest under this Paragraph shall constitute a waiver of any breach by Franchisee or an election of remedies by Franchisor.

2.11 Documents Required by Banks.

The parties each agree to execute any documents reasonably required by any bank(s) to implement the terms of this Article 2 with regard to electronic funds transfers.

ARTICLE 3–REPORTS AND AUDITS

3.01 Records and Reports.

Franchisee shall at all times maintain true and accurate business records in the manner specified by Franchisor. Franchisee shall, on a weekly basis or at such other intervals as specified by Franchisor, provide Franchisor with such report(s), in the form(s) specified by Franchisor, as Franchisor may require, and at such times as Franchisor may require, including, but not limited to, reports of Gross Revenues, business expenses, overhead, customer information, copies of detailed purchase invoices, number and type of transactions, identity of vendors, the amount of marketing expenditures, payroll reports, copies of health department and other governmental inspection reports, daily sheets and weekly sales summary. By submitting any reports to Franchisor, Franchisee is certifying that they are true and correct. Within forty-five (45) days following the end of each calendar year, Franchisee shall provide Franchisor with a copy of Franchisee's balance sheet, statement of cash flows and an income and expense statement for the year. At the time they are filed, Franchisee shall provide Franchisor with copies of Franchisee's federal income tax return(s) and state and local tax returns, if applicable, together with all exhibits and schedules thereto and all amendments thereafter. Franchisor is authorized to rely upon such reports and financial documents and to disclose them to governmental authorities as and if properly requested. Franchisor may use data from the reports and financial documents in composite or statistical form for any purpose in Franchisor's sole discretion. Franchisor is authorized to obtain or verify the information and reports described herein by electronic means from Franchisee's computer(s) and point of sale system(s), at any time, without prior Notice, at Franchisor's sole election. Franchisee shall retain all business records for at least five (5) years or such longer period of time as may be required by applicable law.

3.02 Failure to Report.

If Franchisee fails, for any reason, to timely deliver to Franchisor any required report with all required information, Franchisor is authorized, without further Notice, to assess Royalties, Marketing, and other fees for each relevant week and effect an electronic funds or other transfer of such funds calculated as the greater of the relevant percentage of (a) Franchisee’s average Gross Revenue over the prior twelve months or (b) the average Gross Revenue of all similar franchisees during the relevant period within Franchisee’s region as defined by Franchisor. Franchisee hereby authorizes Franchisee’s bank to make such transfers upon Franchisor’s request. No action taken under this sub-Paragraph shall constitute a cure of any breach by Franchisee, an election of remedies by Franchisor or act, in any way, to limit Franchisee’s liability to deliver reports and pay fees under this Agreement.

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3.03 Audits and Inspections.

Franchisor shall have the right, at any time, to enter the Premises (either physically or electronically) for purposes of auditing the accuracy of reports submitted and to otherwise verify compliance with the terms and conditions of this Agreement. Should any audit or inspection reveal that Franchisee has underreported the amount of Gross Revenues, Franchisor is authorized, without further Notice, to assess Royalties, Marketing, and other fees for each relevant week and effect an electronic funds or other transfer of such funds in the additional amount of Royalties and other fees payable on account of the underreporting, plus interest thereon at the rate of one and one-half percent per month, but not more than the maximum interest allowed by applicable law plus audit costs if applicable. If an audit or inspection reveals that Franchisee has underreported Gross Revenues by two percent (2%) or more for any week, then Franchisee shall also pay, immediately, the cost of the audit or inspection. In all other cases, Franchisor shall bear the entire cost of the audit or inspection, including incidental costs. Should Franchisee at any time cause an audit to be made of Franchisee's Licensed Business, Franchisee shall cause a copy of the report of said audit to be delivered to Franchisor without any cost or expense to Franchisor.

3.04 Contact With Others.

Franchisor shall have the right, in Franchisor's sole discretion and without further Notice to Franchisee or to any other person or entity, to contact any of Franchisee's customers, landlord, accountant, vendors, taxing authorities or other persons for the purpose of verifying the accuracy of any information submitted by Franchisee, for quality assurance or for any other purpose not inconsistent with this Agreement.

ARTICLE 4–TRAINING

4.01 Initial Training.

4.01.01 As a condition subsequent to this Agreement, Franchisee (or Franchisee's owners as applicable) shall successfully complete Franchisor's initial Owner training program. The Owner training program will be conducted at Franchisor's headquarters or at such other location(s) as Franchisor may designate and it may contain one or more online or remote training components or, if appropriate in Franchisor's judgment, training may be entirely online or remote. The initial Owner training is currently approximately two weeks. Franchisor will send one or more trainers to Franchisee's location for part of the Initial Training.

4.01.02 Manager. As a condition subsequent to this Agreement, Franchisee's Designated Manager (which may be Franchisee) shall successfully complete Franchisor's initial Designated Manager training program. The Designated Manager training program will be approximately 100 clock hours in length and shall be conducted at such location(s) as Franchisor specifies. The Initial Training may be conducted, in whole or in part, in an existing SASQUATCH STRENGTH® gym owned by Franchisor, an affiliate of Franchisor, another franchisee or in Franchisee's gym. Some or all may be conducted via live or pre-recorded video or audio feed. Each trainee will be required to execute a consent, waiver and Release in the form of Exhibit H before beginning training, relieving Franchisor or other franchisees who might be involved in the training of liability for wages, benefits, and for injury, damages or harm that might occur while training in the facilities of Franchisor or another franchisee. Franchisee shall be responsible for all salaries, compensation, benefits, and living and travel expenses of trainees.

4.01.03 After the Initial Training, Franchisor will be available for such reasonable consultation as Franchisor deems appropriate. Franchisor reserves to itself the exclusive right to determine whether Franchisee and other trainees have satisfactorily completed any training program. If Franchisee and Franchisee's Designated Manager, if applicable, do not satisfactorily complete the Initial Training program, Franchisor may terminate this Agreement. Franchisee acknowledges that such failure to satisfactorily complete the Initial Training program is a material breach and grounds for termination of this Agreement.

4.02 Designated Manager Training.

At all times, Franchisee or Franchisee's Designated Manager shall be an individual who has successfully completed Franchisor's Designated Manager training program and who otherwise meets Franchisor's Designated Manager criteria. Any new Designated Manager shall successfully complete Franchisor's Designated Manager training before assuming the role of Designated Manager. Franchisee shall bear the reasonable cost of training

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additional Designated Managers after the first Designated Manager trained. In all cases, Franchisee shall be solely responsible for any salaries, compensation, benefits and living and travel expenses of trainees.

4.03 Coach Training.

Franchisee shall insure that all persons serving as Coaches have successfully completed Franchisor's Certified Coach program. Franchisee understands that coach certification may include at least the following components: (a) Initial Training before the coach begins working; (b) continuing training and education; (c) a requirement to work out periodically in Franchisee's gym; (d) a requirement to work out periodically in another approved gym; and (e) periodic knowledge and skills testing. Components and requirements may change from time to time and will be provided in the Manual. Franchisor may permit or require Franchisee to provide training for Coaches using specified materials and curricula.

4.04 Subsequent Training.

Franchisor may require Franchisee and Franchisee's Designated Manager to attend and successfully complete additional training. Franchisee shall pay Franchisor's usual fee(s) for such mandatory training. Franchisor will maintain and periodically update Franchisor's learning management software and make it available to Franchisee online. Franchisee agrees to use and require all employees and managers to complete all online training Franchisor requires. Franchisee shall, in any event, be solely responsible for all salaries, compensation, benefits, and living and travel expenses of trainees.

4.05 Training Materials.

Franchisor may, from time to time, provide or make available to Franchisee training materials and equipment for providing training for Franchisee's manager(s) and employees. Franchisor may charge a reasonable fee for such materials and equipment. Franchisee agrees that all such materials and their contents are Trade Secrets pursuant to this Agreement. Franchisee agrees to require all of its managers and employees, as applicable, to successfully complete any such training program(s) if Franchisor designates them as mandatory.

4.06 No Warranty of Success.

Franchisor's determination that Franchisee or Franchisee's employee(s) have successfully completed any training shall not act as a warranty or representation that the person can or will successfully operate the Licensed Business or any aspect thereof.

ARTICLE 5–TRADE SECRETS AND CONFIDENTIALITY

5.01 Trade Secrets.

Franchisee will have access during the course of this Agreement to Trade Secrets that are the property of Franchisor. Trade Secrets include, but are not limited to, the System, the Manual, methods of instruction, methods of motivation, software, customer lists and related information, vendor and pricing lists and policies, the training, forms, marketing materials, business templates, business methods, communication tools, and other programs, techniques and policies as they may be developed by Franchisor from time to time. The Customer Data is Franchisor's Trade Secret and Franchisee agrees to treat it as such. Franchisee acknowledges that the Customer Data is more than a list of names in that it is a list of actual customers and contains information about their preferences, their financial capabilities and payment methods and purchasing history, Franchisee acknowledges that the Trade Secrets derive independent economic value from not being generally known to, and not readily ascertainable by proper means by, other persons who could obtain economic value from their disclosure or use. Franchisee agrees to not disclose or in any way make available to any unauthorized person(s) any Trade Secret(s) or any information regarding any Trade Secret(s) or any proprietary information made available to Franchisee by Franchisor. Franchisee shall hold all such information in complete confidence. Franchisee will not disclose any Trade Secrets whatsoever to any person(s) not employed by or under contract with Franchisee. Franchisee will disclose Trade Secrets only to those employees and agents of Franchisee with a legitimate need to know, each of whom Franchisee warrants will be subject to this Article. Franchisee shall cause every manager and every employee who has access to Trade Secrets to sign a Trade Secrets and Confidentiality Agreement in the form prescribed by Franchisor, the current form of which is Exhibit I hereto. Franchisee agrees that Franchisor shall have sole discretion in determining what items or information are Trade

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Secrets and that any items or information designated Trade Secrets by Franchisor in the Manual or otherwise in writing shall be treated as Trade Secrets under this Agreement whether or not such items or information would be Trade Secrets under any other applicable legal or other definition(s), including any applicable statutes.

5.02 Customer Data.

Franchisee, as part of Franchisee's performance of this Agreement, will collect from customers and prospective customers of the Licensed Business certain information about the customers or prospective customers, including, but not limited to, names, contact information, financial information, payment methods and preferences ("Customer Data"). Although Franchisee may expend certain efforts in collecting Customer Data, Franchisee agrees that, immediately upon collection, all Customer Data becomes the property of Franchisor, as part of the consideration for this Agreement. Franchisee shall collect only the Customer Data specified by Franchisor. Upon receipt of Customer Data, Franchisee shall promptly deal with it as instructed by Franchisor and shall otherwise not retain a copy unless in strict compliance with Franchisor's instructions. Franchisee shall not use Customer Data in any manner or for any purpose not approved by Franchisor. At any time, upon request, Franchisee shall execute additional documents to confirm and acknowledge ownership of all Customer Data by Franchisor, including additional documents of transfer if requested. At all times Franchisee, at Franchisee's sole expense, shall comply with all security, maintenance and retention policies specified by Franchisor in the Manual or otherwise. Franchisee acknowledges that, at a minimum, Franchisee shall comply with all applicable laws governing privacy and security with regard to Customer Data that may exist from time to time in the United States (or any state thereof) and in any country (and any subdivision thereof) in which Franchisor or its franchisees do business or have plans to do business so as to insure that Franchisor can freely transfer Customer Data as needed between various countries and their subdivisions. Franchisee shall, at such times and in such manner as specified by Franchisor, communicate Franchisor's privacy policy to all customers, unaltered as to content and shall, at all times comply fully with said policy. Franchisee shall not adopt or communicate a privacy policy different than Franchisor's privacy policy unless first approved in writing by Franchisor. Upon termination or expiration of this Agreement for any reason, Franchisee shall deliver to Franchisor all copies of Customer Data and shall not use said Customer Data for any purpose except operation of a Sasquatch franchised gym and shall not transfer or assign said Customer Data to any third party without Franchisor's prior written consent. In the event Franchisee retains any Customer Data, whether inadvertent or otherwise, Franchisee shall continue to comply thereafter with Franchisor's privacy policies with respect to said data. Franchisee acknowledges that any breach, even inadvertent, of applicable data security laws would be a material violation of this Agreement and would cause irreparable harm to Franchisor.

5.03 Copyrights.

Franchisee, as part of Franchisee's performance of this Agreement, will have access to and use Franchisor's copyrighted materials, including the Manual, any proprietary software, and marketing materials. Franchisee shall not use such copyrighted materials in any manner except in performing Franchisee's duties under this Agreement. If Franchisee becomes aware of any infringement or threatened infringement of the copyrighted materials by any person, Franchisee shall immediately notify Franchisor. Franchisor shall have the sole right to take whatever action it deems appropriate, or no action at all. In the event a third party communicates to Franchisee a claim or assertion that Franchisee's use of any copyrighted material violates that third party's copyright, Franchisee shall immediately notify Franchisor and, subject to timely notification, Franchisor will indemnify Franchisee as to that claim only and has the right to control the litigation or other proceeding. In the event, because of a judicial or administrative determination or otherwise, Franchisor deems it appropriate to discontinue or modify certain copyrighted material, Franchisee shall immediately stop using the old materials and adopt the new materials.

5.04 Remedies.

In addition to all other remedies available to Franchisor, upon proof of violation of this Article by Franchisee, Franchisee agrees that Franchisor shall be entitled to liquidated damages in an amount equal to the greater of: (a) the amount of the average weekly Royalty Fees and the average weekly National Marketing Fees paid or payable by Franchisee during the preceding twelve months, multiplied by the number of weeks, or portion thereof, during which Franchisee was in violation of this Article or (b) twenty-five percent of the Gross Revenues received or receivable by Franchisee or any transferee of any Trade Secrets or Customer Data (whether or not a Trade Secret) during every

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day, or portion thereof, during which Franchisee was in violation of this Article. Franchisee acknowledges and agrees that, in the event of Franchisee's violation of this Article, proof of actual damages would be difficult and that the formula for calculating liquidated damages contained herein is a reasonable estimate of what actual damages would be. The foregoing formula does not result in a penalty.

ARTICLE 6–PRE-OPENING OBLIGATIONS

6.01 Premises and Lease.

6.01.01 Franchisee shall be solely responsible for selecting the location for the Licensed Business (hereinafter "the Premises"). Franchisee, within 180 days after signing this Agreement, shall select a location, subject to Franchisor's approval. Franchisor will attempt to provide to Franchisee any information in its possession regarding the Premises, proposed Premises and any known alternative Premises within Franchisee's area of interest. Such information is provided by Franchisor without warranty as to its accuracy or completeness or otherwise. Franchisor has no special expertise in such matters. Franchisee shall not sign an offer to lease, letter of intent, lease, sublease or other obligation until after Franchisee has received Franchisor's approval of the Premises and lease or sublease in writing, which approval shall be deemed to have been given if Franchisor has not notified Franchisee within ten (10) days following Franchisor's receipt from Franchisee of a copy of the proposed lease or sublease and such other information about the proposed Premises as Franchisor may require. Approval of the Premises or the lease or sublease by Franchisor does not constitute a representation or warranty by Franchisor that the Premises will be favorable and does not constitute a legal or other opinion as to any term of the lease or sublease. Franchisor may, in Franchisor's discretion, condition approval upon execution of the Lease Conditional Assignment Agreement by Franchisee and Franchisee's landlord. The current form of the Lease Conditional Assignment Agreement is attached as Exhibit D. Franchisee acknowledges that Franchisor recommends Franchisee attempt to negotiate a five-year lease with multiple five-year options to renew to minimize Franchisee's liability exposure. If Franchisee fails to select an approved location within 180 days, Franchisor shall have the option of terminating this Agreement. Franchisee acknowledges and agrees that failure to select an approved location within 180 days is cause for termination of this Agreement.

6.01.02 In some instances, Franchisor may have already entered into a master lease for the Premises. In such event, Franchisee shall execute a sublease or assignment agreement, as appropriate, subject to the same terms and conditions as the master lease. The sublease or assignment may provide that Franchisee shall pay rent and other obligations directly to the master landlord. The fact that Franchisor has a master lease and subleases or assigns the lease to Franchisee shall not be construed as a representation or warranty that the Premises are good or that the Licensed Business will achieve any level of success in that location.

6.02 Specifications.

Franchisee's Licensed Business shall operate only from Premises meeting Franchisor's specifications. Franchisee understands and agrees that, although all SASQUATCH STRENGTH® gyms will follow a consistent theme, the details of their design will differ in many cases, based upon location requirements, landlord requests, and unique features of the community. Franchisor will consider Franchisee's requests for features for Franchisee's gym, but is not obligated to follow those requests. Franchisee shall be obligated to update the design of Franchisee's gym at Franchisee's expense not more than once every three years. Franchisee may change or update the design of Franchisee's gym, subject to Franchisor's prior written approval, at any time, at Franchisee's expense.

6.03 Appearance of Premises.

Franchisee acknowledges that not every SASQUATCH STRENGTH® gym will be required to have identical decor, color schemes and layout. Franchisee agrees to accept Franchisor's subjective evaluation as to what would keep the Premises in compliance with Franchisor's standards. Franchisee agrees, at Franchisee's sole cost and expense, to maintain the Premises, including, but not limited to equipment, displays, fixtures, and interior and exterior decor in accordance Franchisor's standards throughout the Term of this Agreement

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ARTICLE 7–OPERATION OF LICENSED BUSINESS

7.01 Independent Contractor.

Each party to this Agreement is and shall remain an independent contractor and shall control the manner and means of operation of its respective business and shall exercise complete control over and responsibility for all labor relations and the conduct of its agents and employees. Neither party shall be considered or held out to be agent(s), joint venturers, partners or employee(s) of the other, except as specifically authorized by this Agreement. Neither party shall negotiate or enter into any agreement or incur any liability in the name of or on behalf of the other unless, and to the extent, specifically authorized by this Agreement. Franchisee shall prominently display signs at all times in the manner specified by Franchisor, indicating the name of the Franchisee and stating that the Licensed Business is independently owned and operated. Franchisee's business forms that bear the Marks shall contain Franchisee's name and a statement that the Licensed Business is independently owned and operated in such form as Franchisor may specify.

7.02 No Self Promotion

Except as required by Paragraph 7.01, unless first approved in writing by the Franchisor, Franchisee shall not: (1) place Franchisee’s corporate name on any marketing material or literature; (2) distribute or make available at the gym any corporate reports, financial statements, or other information or literature concerning or relating to Franchisee; or (3) affix or use any signs, symbols, logos or other insignia or names in the operation of the gym which identifies or provides any information about Franchisee.

7.03 Personal Participation.

Throughout the Term of this Agreement, Franchisee shall either devote Franchisee's full time and effort to actively managing the Licensed Business or delegate its management to a responsible person. Notwithstanding any delegation of authority hereunder, Franchisee shall reserve and exercise ultimate authority and responsibility with respect to the operation and management of the Licensed Business. If Franchisee employs a manager to run the day-to-day operations, the manager shall be required to attend and successfully complete Franchisor's training program prior to taking over full day-to-day responsibilities, at Franchisee's sole cost and expense (except for Franchisee's first manager whom Franchisor will train at no additional charge to Franchisee for the training). In that situation, Franchisee shall require Franchisee’s manager to devote the manager’s full time and effort to actively managing the Licensed Business. Franchisee shall devote such time and effort to the Licensed Business as Franchisee determines but shall reserve and exercise ultimate authority and responsibility with respect to the operation and management of the Licensed Business.

7.04 Mandatory Franchisee Success Manager Meetings.

Franchisee shall, at such times as specified by Franchisor, in the Manual or otherwise, personally attend and cause Franchisee’s Designated Manager to attend if required by Franchisor, periodic meetings with Franchisee’s designated Franchisee Success Manager (or other person designated by Franchisor). Such mandatory meetings will occur weekly. The failure, without prior approval by Franchisor, of either Franchisee or Franchisee’s Designated Manager to attend and participate in any such meeting without prior approval, shall be a material breach of this Agreement. Such failure shall be grounds for termination of Franchisee’s franchise, or, in Franchisor’s sole discretion, Franchisor may impose a different consequence as then set forth in the Manual or otherwise in writing to Franchisee. Franchisor will approve missing a meeting only on account of bona fide absence for scheduled vacation or family or medical emergency. Franchisor may reasonably condition approval. These meetings are a core part of the System. Franchisee and the Designated Manager must be prepared to discuss, in detail, the operation of your Licensed Business and to listen to and understand recommendations made.

7.05 Retail Prices.

Franchisor may recommend prices and pricing strategies for products and services. Franchisee is obligated to follow such price recommendations to the extent such obligation is consistent with applicable law and is otherwise solely responsible for establishing Franchisee's own retail prices at such levels as Franchisee deems appropriate.

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7.06 Compliance With Laws.

Franchisee shall be solely responsible, at Franchisee's sole cost and expense, for obtaining and maintaining all necessary or required permits and licenses in order to operate the Licensed Business. Franchisee is solely responsible for strictly complying with each and every law, ordinance and regulation applicable to the Licensed Business, including, but not limited to, licensing, health, safety, environmental, consumer and labor regulations and laws and regulations governing the video and audio recording capabilities of the security system. Franchisee shall timely pay all applicable taxes as they come due, but may challenge the amount or applicability thereof; provided, that Franchisee hereby agrees to indemnify, hold harmless and defend Franchisor from any and all liabilities for taxes based upon Franchisee's operations. Without limiting the foregoing, Franchisee shall be solely responsible for training and supervision of employees and any independent contractors with regard to their behavior toward customers of Franchisee's gym.

7.07 Franchisee Business Operation.

Franchisee understands and acknowledges that every detail of the System and of the operation of the Licensed Business is important to Franchisee, Franchisor and other SASQUATCH STRENGTH® franchisees in order to maintain and further develop high and uniform operating standards, to increase the demand for services sold by Franchisor and all franchisees, to enhance the image of Franchisor and the Marks, and to protect Franchisor's reputation and goodwill. Therefore, Franchisee agrees that:

7.07.01 Compliance with Manual. Franchisee shall operate the Licensed Business in conformity with such uniform methods, standards and specifications as Franchisor may prescribe, in the Manual or otherwise, to insure that the highest degree of quality and service is uniformly maintained. Franchisee shall acquire and maintain, at all times, all equipment and software required by Franchisor for operation of the Licensed Business. Franchisee shall offer all of the goods and services designated by Franchisor and no others without the written consent of Franchisor, which consent Franchisor may withhold for any reason.

7.07.02 Bookkeeping Service. Franchisee shall use the bookkeeping service specified by Franchisor and shall use the chart of accounts specified by Franchisor. Franchisor will make available to Franchisee periodic reports on the average performance of all SASQUATCH STRENGTH® gyms, system-wide or by region. Franchisee shall be solely responsible for Franchisee's tax reporting and preparation, but may use the designated bookkeeping service for any additional services it may offer from time to time.

7.07.03 Image. Franchisee shall, at all times, work to protect and enhance Franchisor's image and, specifically, shall maintain employees or workers in the Licensed Business whose appearance, attire, attitude, reputation and demeanor are consistent with Franchisor's image. Franchisee acknowledges and agrees that Franchisor shall have sole discretion in determining what constitutes Franchisor's image, and further acknowledges that said image is constantly evolving as markets change and evolve.

7.07.04 Business Dealings. Franchisee shall not, at any time, engage in any business dealings in relation with the Licensed Business or the Franchise which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, the goodwill associated with the Marks, or to any customer or vendor of Franchisee.

7.07.05 Maintenance. Franchisee shall, at Franchisee's sole cost and expense, maintain the Premises in the highest degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including without limitation, such periodic cleaning, repainting, repairs to impaired equipment and replacement of obsolete signs and equipment as Franchisor may reasonably direct.

7.07.06 Staffing. Franchisee is solely responsible for all hiring, firing, scheduling, and compensation of staff. Franchisor requires that Franchisee maintain at least two staff persons in the gym at all times that the gym is open, including one person at the front desk to greet members.

7.07.07 Refurbishing. Franchisee shall, at the same time as Royalties are payable hereunder, deposit one percent (1%) of Franchisee's Net Revenues for the subject period into one or more FDIC insured bank account(s) that are separate from Franchisee's regular bank account(s) as a reserve for purposes of funding remodeling,

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refurbishing and updating of Franchisee's Licensed Business Premises and equipment. Franchisee shall not withdraw or use the reserve funds for any other purpose and, in no event without Franchisor's prior written approval. Franchisee shall provide Franchisor with a record of deposits and shall, monthly or upon request, provide Franchisor with copies of relevant bank statements indicating the balance held in such account(s). Failure to make deposits or to provide reports to Franchisor would be a material breach of this Agreement. Notwithstanding any other provision of this Paragraph 7.07.05, after Franchisee has accumulated the sum of at least $50,000 in the reserve account(s), Franchisee shall continue to make deposits, but only if and to the extent that the balance is below $50,000 for any reason. At Franchisor's request, which shall not be more often than once every five (5) years, Franchisee shall replace equipment or update the Premises at Franchisee's sole expense, to conform to the design, trade dress, color schemes and presentation of the Marks consistent with Franchisor's then current image, including, without limitation, such internal changes and redecoration and such modifications to existing equipment as may be necessary in Franchisor's sole judgment. If the reserve funds are not sufficient to cover the cost of any required update(s), Franchisee shall still complete all required updates at Franchisee's sole expense.

7.07.08 Advisory Committees. Franchisee shall participate, at Franchisee's sole expense, in local, regional and national franchisee advisory committees or councils if established or sanctioned by Franchisor.

7.08 Restrictions on Sources of Products and Services.

7.08.01 Offerings and Service. Franchisee agrees to use only the Franchisor's standard product and service offerings, which are subject to change from time to time, and to offer only the services specified by the Franchisor and to follow all specifications and formulas supplied by the Franchisor or contained in the Operations Manual. FRANCHISEE ACKNOWLEDGES THAT ALTERATIONS TO THE OFFERINGS AND SERVICE STANDARDS REQUIRED BY THE FRANCHISOR MAY REQUIRE ADDITIONAL INVESTMENT BY FRANCHISEE DURING THE TERM OF THIS AGREEMENT

7.08.02 Specifications. As to all equipment, fixtures, supplies and inventory ("Items") necessary to operate the Licensed Business, except as otherwise specified herein, Franchisee may purchase them from the vendor of Franchisee's choice, but the item(s) must meet Franchisor's specifications, if any. Items currently subject to specifications are: Marketing materials, decals, window clings and point of sale materials, signage, construction materials and finishes, fixtures, refrigerator, computers, i-pads, and televisions. Franchisor reserves the right to change the list of Items that Franchisee must purchase in accordance with specifications. Franchisor reserves the right to require Franchisee to purchase only from suppliers that Franchisor has approved.

7.08.03 Items Bearing Marks and Proprietary Items. Franchisee shall purchase only from Franchisor or a supplier approved by Franchisor all Items used to start or operate the Licensed Business that contain or bear the Marks or that are proprietary to Franchisor, including specifically, all branded merchandise, apparel, workout equipment, marketing materials, member welcome kits, staff welcome kits, staff uniforms, and supplements. In addition, Franchisee shall purchase from a supplier approved by Franchisor, all signs used to identify the Licensed Business, CBD products, certain branded furniture, certain non-Sasquatch Strength® branded equipment, sound system, refrigerated items and consumables, and retail display.

7.08.04 Other Suppliers. Franchisor will approve other suppliers of non-proprietary items if Franchisee or the supplier request the approval in writing and if the supplier demonstrates to the satisfaction of Franchisor that it is financially capable and can provide item(s) or service(s) that meet Franchisor's standards and that it is willing and able to protect Franchisor's proprietary information. Franchisor may charge a reasonable fee to cover its costs in evaluating a proposed supplier. Franchisor will normally make its decision within thirty days after it receives all of the requested information and any requested samples. Franchisor reserves the right to later withdraw approval of any supplier whose performance falls below Franchisor's standards.

7.08.05 Unspecified Products. Franchisee may obtain any item used in the Licensed Business that Franchisee is not required to purchase in accordance with specifications or from an approved supplier from any source, so long as the item is consistent with Franchisor's image. Should Franchisor later publish specifications or require use of an approved supplier, Franchisee shall comply with that requirement.

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7.08.06 Inventory. Franchisee shall, at all times, maintain a sufficient inventory of Items so that the Licensed Business can operate at reasonable capacity to meet consumer demand.

7.08.07 Training and Other Services. Certain services may be available to Franchisee only through Franchisor or an affiliate, including mandatory training. Franchisee will be required to pay the usual price for any of these services, unless otherwise provided in this Agreement.

7.08.08 Proprietary Items. Proprietary Items are Items that contain one or more unique characteristics or ingredients which are either not known to the general public or which are subject to protection as intellectual property or Trade Secrets, and can include packaging, trademarks or containers. Patented or patentable Items are Proprietary Items. Franchisor's Proprietary Items currently include all Sasquatch Strength® branded equipment, all Sasquatch Strength® marketing materials, and all Sasquatch Strength® logos, trademarks and copyrights. Franchisor or its Affiliate(s) may develop additional Proprietary Items in the future. Franchisor or an Affiliate will (i) manufacture, supply and sell Proprietary Items to franchisees of Franchisor, and/or (ii) disclose the design for and methods of preparation of the Proprietary Items to one or more supplier(s) who will be authorized by Franchisor to manufacture Proprietary Items to Franchisor's precise specifications and sell Proprietary Items to franchisees of Franchisor and/or (iii) license Franchisee to use them pursuant to this Agreement. If required, Franchisee shall purchase and use Proprietary Items from Franchisor or from supplier(s) authorized by Franchisor. Franchisor or its Affiliate(s) will derive revenue and profits from Franchisee's purchases of any Proprietary Items. Franchisor or its Affiliate(s) may distribute Proprietary Items through alternative channels of distribution, including near Franchisee's location.

7.08.09 Possible Proprietary Software. Franchisor may develop and design or acquire custom software. If developed or acquired, the software will be Trade Secrets of Franchisor. Franchisee will be required to comply with Franchisor's requirements and specifications regarding the software. Franchisor will license the software to Franchisee at its current rates. Franchisor or its Affiliate(s) may distribute proprietary software through alternative channels of distribution, including near Franchisee's location and to competitors of Franchisee.

7.09 Minimum Hours.

Franchisee shall keep the Licensed Business open to the public every day of the year unless otherwise specified by Franchisor or agreed in writing by Franchisor or unless required by law or by a lease approved pursuant to this Agreement. The normal hours of operation shall be not less than the hours during which other businesses of a similar nature to the Licensed Business and in the general vicinity of the Licensed Business are typically open and operating; however, Franchisor, in its sole discretion may, from time to time specify different hours of operation. Franchisee may request different hours for good cause, subject to prior written approval by Franchisor. The dates and hours of operation may not be the same for all Licensed Businesses or all franchisees, even in the same general area, because of local conditions. Franchisee shall have not less than ten calendar days to adjust to any increase in the minimum hours required by Franchisor for Franchisee's location.

7.10 Signs.

Franchisee agrees to obtain, install and maintain on the Premises, appropriate signs bearing the Marks as specified by Franchisor. Any deviation from the required signage shall be subject to Franchisor's prior written approval.

7.11 Computer System.

Franchisee shall purchase and install specified computer hardware and software ("Computer System") for use in operation of the Licensed Business as required by Franchisor. In addition, Franchisee may be required, from time to time, to purchase replacement hardware or software or software upgrades, or additional hardware or software all of which Franchisee shall install and use as required by Franchisor, including, without limitation, point of sale and communications software and hardware. Franchisee will install, maintain and use, at Franchisee's expense, a dedicated broadband or high-speed data line or transmission facility as specified by Franchisor so that Franchisee's computer is in an "always-on" condition. Franchisee shall obtain a Computer System, point of sale system and related components and services from Franchisor's designated or approved vendor(s). Franchisee shall be solely responsible for maintenance, repair and replacement of the Computer System. Without limiting the applicability of this Paragraph, Franchisee shall, at all times, use and maintain the point of sale system and related equipment as required by

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Franchisor. Franchisee shall, at all times, use the computer software and systems specified by Franchisor and shall insure that all users of the software are properly trained. Franchisee shall not block or attempt to block or limit Franchisor's access, including electronically, to any data or programs contained on Franchisee's Computer System and Franchisee shall maintain information relating to the Licensed Business only on the Computer System(s) to which Franchisor has access, except for back-up purposes.

7.12 Communications Equipment and Systems.

Franchisee shall purchase and use in the Licensed Business communications equipment or systems and service as required by Franchisor, including video and audio security systems if specified and shall update or replace such equipment, systems and service as required, which Franchisor will not require more than once per year. Except as otherwise required or permitted by this Agreement or by applicable law, Franchisee shall use only the communications systems designated by Franchisor in communicating with Franchisor and other franchisees relating to the Licensed Business. Franchisor shall have a proprietary interest in all communications made through any communications systems maintained or provided by Franchisor. Franchisee acknowledges that the provisions of this Paragraph 7.11 are reasonable and necessary and beneficial to the SASQUATCH STRENGTH® franchise System.

7.13 Equipment Maintenance.

Franchisee shall be solely responsible, at Franchisee's cost and expense, for maintaining, repairing, and replacing, when appropriate, all equipment required, recommended or permitted pursuant to this Agreement.

7.14 Employee Uniforms.

Franchisee shall be solely responsible, at Franchisee's cost and expense, for providing, maintaining and replacing, when appropriate, uniforms for all employees as specified in the Manual.

7.15 Warranties.

Franchisee shall not represent to any customer or the public that Franchisor provides any warranty as to the quality of any product or service, unless Franchisor has specifically authorized such warranty in writing. If Franchisee offers any warranties, they shall be in writing and shall clearly state, both in the warranty and in any promotional or marketing materials, that the warranty is available and will be honored only by Franchisee. Franchisee hereby indemnifies, holds harmless and agrees to defend Franchisor, its affiliates and related companies and all other SASQUATCH STRENGTH® franchisees from any and all claims of whatever nature arising from any such additional warranties made by Franchisee. Franchisee shall participate in and comply with any warranty program that Franchisor may adopt from time to time.

7.16 Extraordinary On-Site Assistance.

If, at Franchisee's request or pursuant to this Agreement, Franchisor provides extraordinary on-site operational assistance to Franchisee, Franchisor shall debit Franchisee's account,, by electronic fund transfer or other electronic method, Franchisor's current rates for such services, payable at the time Royalties are due for the time period covered. Franchisor is not required to provide extraordinary on-site operational assistance, but may do so in certain circumstances, including: unanticipated loss of Franchisee's Designated Manager, or death or disability of Franchisee or Franchisee's Designated Manager, or if the Licensed Business, in Franchisor's reasonable business judgment, is underperforming to the extent that it is at risk of failure or of harming the goodwill of Franchisor's Marks. By assuming or assisting with operation and management of the Licensed Business or control of the Premises, Franchisor shall not be deemed to have assumed liability for any liability or obligation of Franchisee, including for taxes or rent for the Premises. During any such period, Franchisor may charge a reasonable management fee and any travel-related costs of the person(s) made available. Any net profits remaining after paying current expenses, including management fees, past due amounts to Franchisor and to vendors shall be property of Franchisee. Franchisor shall have no obligation to provide Extraordinary On-Site Assistance hereunder and, should it elect, in its discretion, to do so, may terminate such assistance upon at least thirty (30) days' Notice. If Franchisee needs Extraordinary Assistance for more than 60 days, or such longer period as reasonably determined by Franchisor, that constitutes a default of this Agreement. Curing such a default would require hiring a manager and staff and obtaining training so they can perform.

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7.17 Customer Payment Processing.

7.17.01 Acceptance of Customer Payments. Franchisee shall use such merchant banking services and providers as may be approved by Franchisor. Franchisee shall comply with all requirements established by the merchant agreements of the debit and credit card companies. Franchisee shall only accept customer payments by credit card, debit card, ACH or EFT and only using the Franchisor-approved point of sale system, except as may be specified in the Manual. Franchisee shall be responsible for all costs and risk of loss related to counterfeit, stolen, NSF and other rejected or returned payment types.

7.17.02 Prepayment Media Programs. Franchisor may from time to time offer programs that permit consumers to prepay for future purchase of products or services ("Prepayment Media"). The Prepayment Media may be in the form of fixed denomination coupons, gift certificates, gift cards, stored value payment cards, or other media. In its sole discretion, Franchisor may add, modify or discontinue one or all Prepayment Media. In its sole discretion, Franchisor shall determine which Prepayment Media may be offered by Franchisee to its customers, and which Prepayment Media must be accepted and redeemed by Franchisee as a form of payment from customers, and Franchisor may from time to time amend its determination. If Prepayment Media have been approved by Franchisor for offering or redemption by Franchisee, Franchisee shall process such transactions in compliance with the Manual (including the requirements for remittance of proceeds from Prepayment Media and for requesting reimbursement for redemption of Prepayment Media). Prepayment Media and the processing services related to Prepayment Media shall be purchased only from a supplier approved by Franchisor unless provided by Franchisor. Franchisee shall offer only Prepayment Media programs that Franchisor has approved.

7.17.03 Payment Agreements and Processing. Franchisee shall execute service agreements with and use the payment processing vendor(s) specified by Franchisor for all customer payments. If Franchisee has been approved for participation in any Prepayment Media program, Franchisee may be required to enter into additional service agreements related to the processing of such transactions. Franchisee shall provide at its expense any approved equipment that is required for processing of payment transactions, and shall pay all costs related to its bank accounts and for the processing of its deposit and payment transactions.

ARTICLE 8–INDEMNITY AND INSURANCE

8.01 Indemnity.

Franchisee shall defend, hold harmless and indemnify Franchisor, its officers, directors, shareholders, agents, employees, landlords and related companies from any and all losses, claims, damages, liabilities, or expenses of any kind or nature, including fines, penalties, interest, attorneys' fees, and all other types of costs or expenses, arising directly or indirectly from the acts or omissions (whether or not negligent or wrongful) of Franchisee or of any of Franchisee's manager(s), employees or agents in connection with the performance or breach of any obligation under this Agreement.

8.02 Insurance.

The Franchisor will prescribe minimum standards and limits for certain types of insurance coverage to be purchased by Franchisee, in order to standardize insurance coverage and afford Franchisee and the Franchisor protection against insurable risks, including but not limited to business interruption coverage, and Franchisee shall purchase such insurance promptly after execution hereof and in any event prior to commencing construction of the Licensed Business and shall keep same in full force and effect during the entire Term and any extensions of this Agreement, amending said insurance from time to time as necessary in order to remain in compliance with the Franchisor's standards and specifications. Standards and limits of insurance coverage shall be prescribed in the Franchisor's Operations Manual. If Franchisee fails or refuses to purchase insurance conforming to the standards and limits prescribed by the Franchisor, the Franchisor may, but shall not be obligated to, obtain, through agents and insurance companies of its own choosing, such insurance as is necessary to meet such standards, and Franchisor may debit the Franchisee's account for the cost thereof. Nothing contained herein shall be construed or deemed to impose on the Franchisor any duty or obligation to obtain or maintain any specific form or kind or amount of insurance for or on behalf of Franchisee, or as an undertaking or representation by the Franchisor that such insurance as may be obtained by Franchisee or by the Franchisor for Franchisee will insure Franchisee against any or all insurable risks

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of loss which may or can arise out of, or in connection with, the operation of the Franchised Business. Franchisee may obtain, on Franchisee's own behalf, and at Franchisee's own cost and expense, such insurance as Franchisee may from time to time desire, in addition to that that specified by Franchisor. Any insurance obtained by the Franchisor for Franchisee may be amended, canceled, terminated or modified at any time by the Franchisor upon 10 days written Notice to Franchisee. All insurance purchased by Franchisee shall name the Franchisor as an additional insured, and shall provide that the insurer thereof shall deliver to the Franchisor (forthwith upon issuance) copies of any such insurance policies, and shall deliver to the Franchisor at least 10 days prior Notice of any failure to renew any such coverage or any cancellation thereof.

8.03 Current Insurance Requirements.

As of the date of this Agreement, the Franchisor requires, at a minimum, the following insurance coverages:

General Liability

Coverages	
Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Products / Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Damage to Rented Premises	$50,000
Medical Expenses	$5,000
Contractual liability & independent contractors liability	Required
Occurrence Form	Required
Stop Gap for Monopolistic States	Required
Per Location Aggregate	Required

Professional Liability

Coverage	
Each Occurrence	$1,000,000
Aggregate	$2,000,000
Policy Type	Claims Made

Sexual Abuse & Molestation

Coverage	
Each Occurrence	$100,000
Aggregate	$300,000

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Workers Compensation & Employers Liability

Coverage	
Bodily Injury by Disease, Each Accident	$1,000,000
Bodily Injury by Disease, Policy Limit	$1,000,000
Bodily Injury by Disease, Each Employee	$1,000,000
Required regardless of state laws	Included
Cannot exclude owner operators	Included
Must include uninsured independent contractors	Included

Property / Business Interruption

Coverages	
Business Personal Property	$50,000
Tenant Improvements	$150,000
Equipment Coverage	Full cover
Business Interruption	12 Months ALS
Franchisor Royalties	Included

Umbrella

Coverages	
Occurrence	$1,000,000
Aggregate	$1,000,000
Underlying Coverages	General Liability

Optional
Employment Practices Liability

Coverage	
Occurrence	$100,000
Aggregate	$100,000
3rd Party Liability	Included
Wage & Hour	>= $25,000
Max Deductible	$10,000

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Cyber Liability

Coverage	
Each Occurrence	$100,000
Aggregate	$100,000

None of the policies shall have exclusions for any acts of employees or other persons acting or alleged to act on behalf of Franchisee which acts harm or are alleged to harm customers. The Franchisor may, on Notice, change the types of policies or coverages required or the amount of required minimum coverages.

ARTICLE 9–RENEWAL

9.01 Conditions of Renewal.

After expiration of the Term of this Agreement, if Franchisor has made a business decision, in Franchisor's sole discretion, to continue the SASQUATCH STRENGTH® Franchise System in Franchisee's area, Franchisee will be permitted to renew Franchisee's Franchise Agreement, but only upon the following terms and conditions:

9.01.01 Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies and must not have made more than two late payments within the last three years for which Franchisor gave written Notice(s) of breach, which Notice(s) were not withdrawn in writing by Franchisor;

9.01.02 Franchisee must be current in all training then required of franchisees by Franchisor and must otherwise comply with Franchisor's then current criteria for operation of a SASQUATCH STRENGTH® gym.

9.01.03 Franchisee must agree to complete at its expense and to Franchisor's satisfaction, all maintenance, refurbishing, renovating, and remodeling required by Franchisor no later than sixty (60) days after expiration of the Initial Term;

9.01.04 Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee and must have substantially complied with the operating standards and other criteria contained in the Manual or otherwise communicated in writing by Franchisor;

9.01.05 Not less than thirty (30) days before expiration of the current Term, Franchisee shall execute the then current form of Franchise Agreement, which may differ in material ways that are not reasonably foreseeable at this time, but may include material differences in territorial boundaries and economic terms, including the amount of Royalties and National Marketing Fees or entirely new categories of fees or mandatory expense;

9.01.06 Franchisee shall pay a renewal fee to Franchisor in an amount equal to fifteen percent (15%) of the Initial Fee then being charged to new franchisees;

9.01.07 Franchisee shall present evidence satisfactory to Franchisor that it has the right to remain in possession of the franchise Premises or obtain Franchisor's approval for another suitable location according to its then current criteria for the duration of the Renewal Term, has valid licenses, or certifications as applicable, and passed new background checks, as required;

9.01.08 Franchisee, at Franchisee's sole cost and expense, shall remodel or refurbish the Premises and otherwise modernize and renovate the Premises, signs and equipment to be consistent with the then current image of the System and to meet Franchisor's then current specifications;

9.01.09 Franchisee shall give written Notice to Franchisor at least six months, but not more than twelve months, prior to the end of the Term of this Agreement of Franchisee's desire to renew; and

9.01.10 Franchisee must not, during the preceding Term, have engaged in any business dealings in relation with the Licensed Business or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, any other franchisee, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee, Franchisor or of another franchisee.

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ARTICLE 10–CONTINUATION

If, following the termination or expiration of this Agreement for any reason, whether voluntary or involuntary, Franchisee continues to operate the Licensed Business or occupy the Premises with the express or implied consent of Franchisor, but without a renewal franchise agreement, such continuation shall constitute a month-to-month extension of this Agreement and shall be terminable by either party upon the lesser of (a) thirty (30) days written Notice or (b) such shorter Notice by Franchisor as would otherwise be applicable in a termination for cause. Franchisee acknowledges and agrees that such continuation shall be good cause for termination of this Agreement. Both parties shall continue to be subject to all terms of this Agreement during any such continuation period except that the amount of Royalties shall increase to one hundred and fifty percent (150%) of the amount of Royalties during the initial term.

ARTICLE 11–ENTITY FRANCHISEE

11.01 Entity Definition.

An "Entity" is any form of business organization except a sole proprietorship and includes all kinds of corporations, limited liability companies, limited partnerships and general partnerships and any other form of business organization involving either multiple equity owners or which attempts to provide limited liability.

11.02 Founding Document Restriction.

Except if Franchisee is a publicly traded Entity, if Franchisee is an Entity or becomes an Entity or if Franchisee transfers Franchisee's interest under this Agreement or any interest in the Licensed Business to an Entity, the founding document(s) of the Entity must provide as follows:

> This _____ [insert type of Entity] shall not enter into any agreement or undertaking which would, directly or indirectly, limit any of the rights or obligations of the [insert type of Entity] or of any owner of the _____ [insert type of entity] under the SASQUATCH STRENGTH® Franchise Agreement dated _____, _____. Any such agreement or undertaking is void.

11.03 Liability of Owner(s).

Except if Franchisee is a publicly traded company, each owner of an equity or other interest in any Entity franchisee (and any individual person who is an owner of an Entity which owns any equity interest in any Entity franchisees) shall personally guarantee this Agreement. Any change in or addition of equity or other owner(s) shall be subject to the Assignment and Death and Incapacity provisions of this Agreement. If Franchisee is a publicly traded company, each owner of an equity or other interest greater than twenty percent (20%) of all issued an outstanding Entity interests of any class of ownership in any Entity franchisee (and any individual person who is an owner of an Entity which owns any equity interest in any Entity franchisee) shall personally guarantee this Agreement.

11.04 Restriction on Certificates of Ownership.

Except if Franchisee is a publicly traded company, each and every document, if any, issued by any Entity franchisee evidencing ownership of an equity or other interest in the Entity must provide as follows:

> Ownership of this _____ [insert type of Entity] is restricted and cannot be transferred, assigned, sold or encumbered except in strict compliance with the SASQUATCH STRENGTH® Franchise Agreement dated _____, ____. Any other transfer or attempted transfer is void.

11.05 Additional Requirements of Entity Franchisee.

Franchisee shall, upon Franchisor's request, provide Franchisor or its designee with true copies of such of Franchisee's Entity records and documents as Franchisor shall designate. An Entity franchisee shall always have one individual person who shall be the designated principal who shall have authority to act on behalf of the Entity in all respects under this Agreement. The designated principal shall be the individual who is responsible for assuring

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compliance by the Entity with all the terms of this Agreement. Notwithstanding the requirement of a designated principal, Franchisor shall be entitled to rely upon the acts or words of any principal, employee, or agent of an Entity franchisee whom Franchisor understands to be acting or speaking on behalf of the Entity.

ARTICLE 12–ASSIGNMENT OR TRANSFER

12.01 Prior Consent.

Franchisee shall not assign, transfer, sell, sublease, sublicense or encumber (hereinafter collectively referred to as "Assign" or "Assignment"), in whole or in part this Agreement, the Franchisee, the Licensed Business, any option or first right of refusal relating to this Agreement, the Franchisee or the Licensed Business, the assets of the Licensed Business or represent to any person that such an Assignment has been made without Franchisor's prior written approval. For purposes of this Paragraph 12.01, the terms "Assign" or "Assignment" shall include any assignment, transfer, sale or encumbrance of any shares of stock of a Franchisee that is a corporation, any partnership interest of a Franchisee that is a partnership, any membership interest of a Franchisee that is a limited liability company, and any equity or ownership interest or rights in any other form of Entity. Any attempted Assignment without Franchisor's prior written consent shall be void and a breach of this Agreement. If, however, Franchisee is a publicly traded company, Franchisor's prior consent is not required for the transfer of stock or ownership interests so long as the transfer, when taken together with other transfers during a 24-month period, does not affect a change in actual control of a majority of shares or other ownership interests of the company.

12.02 Conditions of Assignment.

As preconditions for obtaining Franchisor's consent to an Assignment, at least the following terms and conditions must be met:

12.02.01 Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies;

12.02.02 Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee;

12.02.03 Franchisee must have paid in full all debts in connection with the Licensed Business;

12.02.04 The assignee must have agreed to assume all of the obligations of the Licensed Business;

12.02.05 The assignee must execute a disclosure form containing a waiver and release of any claim against Franchisor for any amount(s) paid to, or representation(s) made by Franchisee or any omission by Franchisee to disclose facts, material or otherwise;

12.02.06 Franchisee must execute, at Franchisor's option, a mutual termination of this Agreement and a general release, or an Assignment of this Agreement and a general release, and an agreement to defend, hold harmless and indemnify Franchisor from any claim by the assignee in form specified by Franchisor, the current version(s) of which are attached as Exhibit G;

12.02.07 The assignee must pay to Franchisor a transfer fee in the amount of $7,500 and execute, at Franchisor's option, the then current form of Franchise Agreement or an assumption of this Agreement (in any event providing for the same royalty and National Marketing Fees as contained herein, for the balance of the Term hereof);

12.02.08 The assignee and the assignee's Designated Manager and employees must, in the sole opinion of Franchisor, successfully complete the then current Initial Training program at the assignee's sole cost and expense;

12.02.09 The assignee must have met the then current standards of Franchisor for experience, financial strength, reputation and character required of new or renewal franchisees;

12.02.10 The assignee must obtain such approvals as may be required to assume occupancy and possession and the continuing obligations relating to the lease or possession of the Premises, unless a new location has been approved in writing by Franchisor; and

12.02.11 Franchisor must have been given at least thirty (30) business days written first right of refusal by Franchisee, upon the same terms as those agreed upon by Franchisee with any proposed assignee; provided, however,

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Franchisor may substitute cash of equivalent value for any non-cash term. The thirty (30) business days shall not begin to run until after the day on which Franchisor receives a signed copy of the proposed Assignment agreement and the last of any additional information reasonably requested by Franchisor relating to the proposed Assignment. In the event Franchisor waives or fails to exercise its right of first refusal, if Franchisee thereafter agrees to accept a revised offer, regardless of the nature of the revision, Franchisor shall have a new right of first refusal hereunder on the new terms.

12.03 Assignment to an Entity.

Notwithstanding the foregoing, if Franchisee is an individual, Franchisee may assign this Agreement to an Entity, as defined in Article 11, formed under the laws of the state where the Licensed Business is located, which is wholly owned by Franchisee; provided that the individual Franchisee shall first provide written Notice of the Assignment to Franchisor and shall personally guarantee the performance of this Agreement. If Franchisee is an Entity, Franchisee may assign this Agreement to another Entity, formed under the laws of the state where the Licensed Business is located, of the same or different form, which has exactly the same ownership, including percentages of ownership as Franchisee; provided that each of the individual equity or other owners of the new Entity shall personally guarantee the performance of the Agreement if otherwise required by this Agreement. The Personal Guarantee shall be in the form of Exhibit E hereto. No Assignment under this Paragraph shall change or limit the liability of any person or Entity under this Agreement. Franchisee shall pay to Franchisor a processing fee of the greater of One Thousand Dollars ($1,000.00) for Franchisor's actual costs incurred in reviewing, documenting, and approving or disapproving an assignment pursuant to this Paragraph 12.03.

12.04 Approval Process.

Franchisor may use its own discretion in approving or rejecting prospective transferees in the same manner as if it was approving or rejecting any other new prospective franchisee, taking into consideration such factors as their financial ability, character, business reputation, experience and capability to conduct the type of business involved. The approval of one Assignment does not obligate Franchisor to approve any other or subsequent Assignment. If Franchisee is an Entity, notwithstanding any statute or agreement to the contrary, the addition, withdrawal or expulsion of any equity or other owner required by this Agreement to execute a Personal Guarantee of this Agreement (whether or not the owner actually signs a Personal Guarantee) or the transfer, encumbrance or assignment of any equity or ownership or control interest of any equity or other owner or the dissolution or reorganization of the Entity for any reason is subject to the same considerations as any other Assignment.

12.05 Transfer by Franchisor.

There shall be no restriction upon Franchisor's right to encumber, transfer or assign this Agreement or the System. Following such a transfer or assignment, Franchisor shall have no further obligation or liability to Franchisee hereunder or otherwise so long as the assignee or transferee agrees to assume all of Franchisor's contractual liabilities and obligations to Franchisee. Upon Franchisor's request, Franchisee shall execute and deliver a certificate to Franchisor, as described in Paragraph 20.06, in connection with an anticipated transfer or financing procedure by Franchisor. Franchisee agrees to accept any transferee of part or all of Franchisor's interests, including any subfranchisor, and perform for such transferee the same as for Franchisor. In the event of a termination or replacement of a subfranchisor, Franchisee shall again attorn to Franchisor directly or to such replacement subfranchisor as Franchisor may designate.

12.06 No Sublicensing.

Franchisee shall not, directly or indirectly, sublicense or attempt to sublicense the Marks or the System or any part thereof to any person or Entity for any purpose. Any attempted or purported sublicense shall be void.

ARTICLE 13–DEATH OR INCAPACITY

13.01 Alternatives Upon Death or Incapacity.

In the event of the death or incapacity of an individual franchisee, or of any individual equity or other owner of an Entity franchisee required to personally guarantee this Agreement (whether or not they actually signed a

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Personal Guarantee), the heirs, beneficiaries, devisees or legal representatives of said individual shall, within ninety (90) days of such event:

13.01.01 Apply to Franchisor for the right to continue to operate the franchise and the Licensed Business for the duration of the Term of this Agreement and any renewals hereof, which right to continue to operate will be granted upon the fulfillment of all of the conditions set forth in Article 12 of this Agreement (except that no transfer fee shall be required); or

13.01.02 Sell, transfer or convey Franchisee's interest to a third party in compliance with the provisions of Article 12 of this Agreement; provided, however, in the event a proper and timely application for the right to continue to operate has been made and rejected, the ninety (90) days to sell, transfer or convey shall be computed from the date of said rejection. For purposes of this Paragraph, Franchisor's silence on an application to continue to operate through the ninety (90) days following the event of death or incapacity shall be deemed a rejection made on the last day of such period.

13.01.03 At any time following the death or incapacity of Franchisee, if Franchisor determines that the Licensed Business is not in compliance with this Agreement and the Manual to such an extent as to risk the viability of the Licensed Business or cause harm to the Marks, Franchisor may, in its discretion, assume operation of the Licensed Business on behalf of and at the expense of Franchisee, pursuant to Paragraph 7.16 of this Agreement for a period of up to ninety (90) days, renewable for up to one additional ninety (90) day period in Franchisor's discretion.

13.02 Effect of Failure to Comply.

In the event of the death or incapacity of an individual franchisee, or any owner of an equity or other interest in an Entity franchisee where the provisions of this Article have not been fulfilled within the time provided, all rights granted to Franchisee under this Agreement shall, at the option of Franchisor, terminate and the parties shall proceed according to and have the rights provided for in Articles 16 and 17.

13.03 Incapacity Defined.

For purposes of this Agreement, "incapacity" is the inability of Franchisee to operate or oversee the operation of the Licensed Business on a regular basis and in the usual manner by reason of any continuing physical, mental or emotional disability, including chemical dependency or other similar condition, which has continued or will more likely than not continue for a period of 60 consecutive days or more. Franchisee shall advise Franchisor in writing, immediately, upon receipt of advice from any physician or other professional that Franchisee or a principal of an Entity franchisee has an incapacity. However, Franchisee's failure or inability to advise Franchisor of Franchisee's incapacity shall not limit Franchisor's rights under this sub-Paragraph. Any dispute as to the existence of an incapacity as defined herein shall be resolved by majority decision of three (3) licensed medical physicians practicing in the state in which the Licensed Business is located, with each party selecting one (1) physician, and the two (2) physicians so designated selecting the third physician. The determination of the majority of the three (3) physicians shall be binding upon the parties and all costs of making said determination shall be borne by the party against whom it is made. Should either party fail or refuse to appoint a physician, or should the two physicians fail to select a third physician, either within fourteen days following a written request, the decision of the first physician selected shall be binding upon the parties. Notwithstanding the foregoing, if any insurance company pays to the Franchisee or Franchisee's Entity any disability benefits for 60 consecutive days, or more, of disability, the Franchisor may regard that as conclusive evidence of incapacity.

13.04 Operation Pending Determination of Incapacity.

If Franchisor determines that the possible incapacity of Franchisee is such that it materially adversely impacts operation of the Licensed Business, causes harm to the Marks, or creates a safety issue, the Franchisor shall be entitled, in its discretion, to enter the Licensed Business and operate it for Franchisee's benefit and at Franchisee's expense for up to ninety (90) days or until the question of incapacity is finally determined if later. Operation shall be pursuant to Paragraph 7.16.

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ARTICLE 14–SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the benefit of the permitted successors, transferees and assigns, personal representatives, heirs and legatees of the parties hereto.

ARTICLE 15–TERMINATION

A. Franchisor may terminate this Agreement as follows:

15.01 Franchisor may terminate this Agreement upon at least thirty days' Notice and opportunity to cure (or longer if required by law) if Franchisee is in breach of any term of this Agreement or of any other agreement between Franchisee and Franchisor or any affiliate of Franchisor.

15.02 Franchisor may terminate this Agreement upon at least 72 hours' Notice and opportunity to cure (or longer if required by law) for occurrence of any one or more of the following events (each of which Franchisee acknowledges is good cause for termination and a material breach of this Agreement), notwithstanding that Franchisor may have the option to give a longer Notice and cure period pursuant to other provisions of this Agreement:

i. Franchisee fails to pay or deposit when due, and in the manner prescribed by Franchisor, any moneys owed to Franchisor or any of its affiliates or to another SASQUATCH STRENGTH® franchisee;

ii. Franchisee fails to pay when due any business or personal taxes that could become a lien upon or adversely impact the Licensed Business;

iii. Franchisee is in default under the terms of any lease or any obligation to any vendor relating to the Licensed Business;

iv. Franchisee files a voluntary petition in bankruptcy or has an involuntary petition filed against Franchisee, Franchisee makes an assignment for the benefit of creditors, or a receiver or trustee is appointed;

v. Franchisee violates or attempts to violate any of the Assignment provisions of this Agreement;

vi. Franchisee vacates, deserts, or otherwise abandons all or any substantial portion of the Premises or equipment, or abandons the Licensed Business for more than 24 hours (whether or not Franchisee intends to abandon);

vii. Franchisee sublicenses or attempts to sublicense the Marks or the System in violation of this Agreement;

viii. Franchisee is an Entity and an impasse exists between equity or other owners or there is any change in the ownership of any interest in the Entity without having first complied with the provisions of this Agreement;

ix. Franchisee fails to timely permit any audit or inspection by or on behalf of Franchisor;

x. Franchisee violates or fails to comply with any law, rule, regulation, ordinance or order relating to the operation of the Licensed Business or fails to obtain and continue any license, permit or bond necessary, in Franchisor's opinion, for Franchisee's operation of the Licensed Business;

xi. Franchisee is convicted of or pleads guilty or "Nolo Contendere" to any felony;

xii. Franchisee fails to operate the Licensed Business under the Marks or fails to properly display the Marks at all times in full compliance with this Agreement and the Manual;

xiii. Franchisee engages in any business dealings in relation with the Franchise, the Licensed Business or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, the System, Franchisor, other franchisees, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee or any other franchisee or the Franchisor;

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xiv. Franchisee fails or refuses to timely execute and deliver a truthful certificate pursuant to Paragraph 20.06;

xv. Franchisee fails to maintain insurance or workers compensation coverage;

xvi. Franchisee's manager fails to successfully complete the required manager training program or fails to meet Franchisor's manager criteria;

xvii. Franchisee or Franchisee's manager, without prior approval, fails or refuses to attend and participate in any mandatory Franchisee Success Manager meeting or any other meeting designated as mandatory by Franchisor; or

xviii. Any other agreement, including any other Franchise Agreement to which Franchisee is a party, between Franchisee and Franchisor or between Franchisee and any of Franchisor's related companies is terminated for cause.

15.03 Franchisor may terminate this Agreement without giving Notice or opportunity to cure upon occurrence of any one or more of the following events (each of which Franchisee acknowledges is good cause for termination and a material breach of this Agreement), notwithstanding that Franchisor may have the option to give a longer Notice and a cure period pursuant to other provisions of this Agreement:

i. Upon three willful and material breaches of the same term of this Agreement occurring within a twelve month period;

ii. Franchisee is adjudicated bankrupt or insolvent;

iii. Franchisee makes an assignment for the benefit of creditors or similar disposition of the assets of the Licensed Business;

iv. Franchisee voluntarily abandons the Licensed Business; or

v. Franchisee is convicted of or pleads guilty or no contest to a charge of violating any law relating to the Licensed Business.

15.04 Notwithstanding any right of Franchisor to terminate this Agreement, pursuant to this Agreement or otherwise, Franchisor may, in Franchisor's sole discretion, elect to not terminate this Agreement and to, in lieu thereof, impose limitations on Franchisee, including, but not limited to, revocation of Franchisee's Territorial rights, and revocation of Franchisee's rights to acquire or offer and sell certain products and services. Franchisor's election to not terminate this Agreement pursuant to this Paragraph shall not constitute an election of remedies and Franchisor may, thereafter, terminate this Agreement on account of the same or any other event(s) of default as set forth herein.

ARTICLE 16–COMPETITION WITH FRANCHISOR

16.01 Competing Business Activities During Term.

During the Term of this Agreement, except with Franchisor's prior written approval, Franchisee shall not engage, directly or indirectly, either personally or as an employee, partner, member, manager, franchisor, franchisee, agent, consultant, shareholder, director, officer, advisor or otherwise, in any other business the same as or similar to that defined under "Licensed Business" herein or which is or would directly or indirectly compete with the Licensed Business or otherwise with the business of Franchisor or with any other franchisee of Franchisor. This prohibition includes, but is not limited to, any wholesale or retail business offering and selling physical exercise or training services or related products or services. Franchisee shall not operate any other business from the Premises. Franchisee shall not use nor permit to be used any Trade Secret(s) of Franchisor or the Marks or anything resembling the Marks in connection with any other business, whether or not such other business is owned, controlled by or associated with Franchisee.

16.02 Competing Business Activities After Term.

16.02.01 Franchisee covenants and agrees that, for a period of twenty-four (24) months following the effective date of any termination, expiration or nonrenewal or, if later, the date when Franchisee ceased all violations of this Paragraph 16.02 ("the Termination Date"), Franchisee will not, individually or together with another, directly

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or indirectly, on its own behalf or on behalf of or through any other person, sole proprietorship, or Entity, do any of the following:

a. Compete with Franchisor or any franchisee of Franchisor within a twenty mile radius of the approved location of Franchisee's Licensed Business, as it existed immediately before the Termination Date, in the operation of any retail business offering and selling physical exercise or training services or related products or services, any aspect of the Licensed Business as it exists on the Termination Date, or any business substantially similar thereto or tending to compete for the same customers as Franchisor or its franchisees ("Prohibited Activities"); or

b. Except as specifically permitted by applicable law, solicit, take away, or divert, and/or influence or attempt to influence any customers, franchisees, employees, vendors, clients, and/or patrons of Franchisor or of any franchisee of Franchisor, which customers, franchisees, employees, vendors, clients, and/or patrons did business with Franchisor or a franchisee of Franchisor at any time during the four (4) years preceding the Termination Date, to transfer or divert their business or patronage from Franchisor or Franchisor's franchisee(s) to any other person or Entity engaged in the Prohibited Activities or anything similar to the Licensed Business.

16.02.02 Franchisee covenants and agrees that, at no time will Franchisee, directly or indirectly, disclose or cause or permit to be disclosed, sell, or otherwise transfer to any party other than Franchisor, including, but not limited to, a person or Entity, for or not for consideration, the Trade Secrets, or any part thereof;

16.02.03 Franchisee covenants and agrees that, for a period of twenty-four (24) months from the Termination Date, Franchisee will not, individually or together with another, directly or indirectly, through others or on its own behalf, hold any ownership or have a financial or other interest in, be employed by, or otherwise have any ownership or management relationship with, any person or Entity, either as principal, broker, member, agent, stockholder of any class, or as a partner, officer, director, trustee, franchisee, franchisor, employee, consultant, lender, guarantor, member of a board of directors or board of trustees, or in any other capacity, which does any of the following:

a. Competes with Franchisor or any franchisee of Franchisor at any location where Franchisee would be prohibited from competing directly; or

b. Except as specifically permitted by applicable law, solicits, takes away, or diverts, and/or influences or attempts to influence any customers, clients, franchisees, employees, vendors, and/or patrons of Franchisor or of any other franchisee of Franchisor, which customers, clients, franchisees, employees, vendors, and/or patrons did business with Franchisor or any franchisee of Franchisor at any time during the four (4) years preceding the Termination Date, to transfer or divert their business or patronage from Franchisor or any other franchisee to any other person or Entity engaged in the Prohibited Activities or anything similar to the Licensed Business.

16.02.04 Franchisee covenants and agrees that, at no time will Franchisee, directly or indirectly, through others or on its own behalf, hold any ownership or have a financial or other interest in, be employed by, or otherwise have any ownership or management relationship with, any person or Entity, either as principal, broker, agent, stockholder of any class, or as a member, partner, officer, director, trustee, franchisee, franchisor, employee, consultant, lender, guarantor, member of a board of directors or board of trustees, or in any other capacity, which, discloses or causes to be disclosed, sells, or otherwise transfers to any party other than Franchisor, including, but not limited to, a person, sole proprietorship, partnership, joint venture, firm, limited liability company, corporation, trust, or other Entity, for or not for consideration, the Trade Secrets, or any part thereof;

16.02.05 Franchisee acknowledges and agrees that the periods of time of this covenant and the geographical areas of restriction imposed by this covenant are fair and reasonable and are reasonably required for the protection of Franchisor and its franchisees. Franchisee would desire at least this same protection against competitive activities by another former franchisee whose franchise agreement was either expired, terminated or non-renewed. Franchisee agrees that, in the event a court or arbitrator should determine any part of this covenant to be excessively broad, unenforceable, and/or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. Franchisee further agrees that, in the event that any of the provisions of this Agreement relating to the geographic area of restriction or the periods of time of the covenants shall be deemed to exceed the maximum area or periods of time which a court of competent jurisdiction would deem

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enforceable, the geographic area or periods of time shall, without further action on the part of any person, be deemed to be modified, amended and/or limited, to the maximum geographic area or time periods which a court of competent jurisdiction would deem valid and enforceable in any jurisdiction in which such court shall be convened. Any such modification shall apply only in the jurisdiction of the deciding court or in the state where the arbitrator made the decision.

16.02.06 It shall not be a violation of this Article for Franchisee to have or maintain a passive investment in stock of any publicly traded corporation, provided said stock holdings shall not exceed five percent (5%) of the issued and outstanding stock of such corporation.

16.02.07 For purposes of this Agreement, all references to Franchisor shall be deemed to include: (a) any corporation or Entity which acquires all, or substantially all, of the assets of Franchisor, whether by statutory merger or otherwise, (b) any corporation, partnership, or other Entity directly or indirectly controlled by or under common control with Franchisor or its successor, and (c) any subfranchisor or other assignee of Franchisor.

16.02.08 Franchisee agrees that it would be extremely difficult to prove with certainty the exact amount of damages caused to Franchisor by a violation of this Article 16 by Franchisee and therefore, Franchisee agrees that, upon proof that Franchisee violated this Article 16, Franchisor shall be entitled both an injunction and to liquidated damages in an amount calculated by multiplying the amount of Gross Revenues generated by Franchisee or a third party that benefited from the violation from the sale of all goods and services whether or not they are the goods and services offered and sold hereunder, during the period of breach and multiplying it by thirty percent (30%). Franchisee acknowledges that this results in a reasonable estimate of what Franchisor's actual damages would be and is not a penalty.

16.02.09 Franchisee agrees that any violation of the covenants contained in this Article will cause irreparable harm to Franchisor and its other franchisees and may, as a matter of course, be restrained by process issued out of a court of competent jurisdiction, in addition to any other remedies provided by law, and without constituting an election of remedies. In the event of any action for a temporary or permanent injunction to enforce this covenant, Franchisee hereby waives any requirement of a bond to the extent that any bond would exceed one hundred dollars. The substantially prevailing party in any such enforcement action shall be entitled to recover their attorneys' fees and costs incurred therein in addition to any and all other remedies.

16.02.10 Nothing in this Article 16 shall obligate Franchisor to take action to enforce this or any other covenant against competition against any other franchisee or former franchisee. Nothing in this Article 16 shall entitle Franchisee to take any action to enforce this or any other covenant against competition against any other franchisee or former franchisee.

16.02.11 The terms of this Article 16 shall survive the termination or expiration of this Agreement for any reason.

16.03 Restrictions on Employees and Others.

Franchisee shall cause every person to whom Franchisee reveals any of Franchisor's Trade Secrets or other proprietary information to sign an agreement containing such restrictions as may reasonably be required by the Franchisor in the Manual or otherwise, containing at least the following restrictions for the benefit of Franchisor: (a) that the person will not use the Trade Secrets or proprietary information for any unauthorized purpose or share them with any third party; and (b) that the person will not divert or attempt to divert any customer or client from Franchisor, Franchisee or any other franchisee which customer or client the person learned of, or performed services for during their relationship with Franchisee. Franchisee shall cooperate with Franchisor in enforcing such agreements.

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ARTICLE 17–EFFECT OF TERMINATION

17.01 Loss Of Rights.

The Termination Date, for purposes of this Article 17 shall be the effective date of termination stated in a Notice of termination sent from Franchisor to Franchisee. After the Termination Date, Franchisee shall have no further rights to use, in any manner, the System, the Marks, anything similar to the Marks, the telephone numbers, the telephone listings, any proprietary computer software, any Trade Secrets or the Manual. Franchisee shall immediately notify such persons as Franchisor shall reasonably require of Franchisee's loss of rights thereto. All sums of money due from Franchisee to Franchisor or to any other SASQUATCH STRENGTH® franchisee as of the Termination Date shall become immediately due and payable. As between the parties hereto, whether or not a Lease Conditional Assignment Agreement has been signed, Franchisor or Franchisor's designee shall have the option, exercisable within sixty (60) days, to assume the lease for the Premises. If Franchisor elects to assume the lease for the Premises, pursuant to the Lease Conditional Assignment Agreement or otherwise, Franchisee agrees to promptly cooperate in the transfer, to execute any documents which may be required for Franchisor or Franchisor's designee to assume the lease, and to otherwise take no actions which would interfere with the ability of Franchisor or its designee to assume the said lease. Franchisee specifically agrees to execute such document(s) as may be necessary to transfer the telephone number(s) to Franchisor or Franchisor's designee. In the event Franchisee or any owner or affiliate of Franchisee owns the land or building constituting the Premises, Franchisee agrees that Franchisor shall have the option to lease the Premises at fair market value for a term of up to ten (10) years, at Franchisor's election, such option exercisable by Franchisor within sixty (60) days following the Termination Date.

17.02 Change Of Identity.

After the Termination Date, Franchisee shall immediately refrain from holding itself out to the public in any way as a Franchisee or affiliate of Franchisor or as a former Franchisee or affiliate of Franchisor. If and when directed by Franchisor, Franchisee shall, at Franchisee's sole cost and expense, make or cause to be made such changes in signs, telephone numbers, buildings or structures as Franchisor may direct to distinguish the Premises from its former appearance and from other SASQUATCH STRENGTH® franchisees. If Franchisee fails to make such changes within ten (10) calendar days of Franchisor's demand, then Franchisor shall have the right to enter upon the Premises, without liability for trespass or otherwise, and to make or cause to be made such changes at the expense of Franchisee, which expenses shall be paid by Franchisee upon demand. Franchisee shall immediately file the appropriate forms to abandon or withdraw any assumed name certificate or to change the name of its corporation or partnership to eliminate any reference to the System or the Marks. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover.

17.03 Deliveries to Franchisor.

Franchisee shall immediately return to Franchisor the Manual, Trade Secrets, bulletins, instruction sheets, software, forms, Marks, all items, including equipment, bearing the Marks, designs, signs, printed matter and other material containing any part of the System or the Marks together with all copies thereof (including electronic or digital copies) that are or have been within Franchisee's custody or control. In addition, Franchisee shall deliver to Franchisor the originals and all copies of any Customer Data in Franchisee's custody or control. Customer Data includes, but is not limited to, names, addresses, telephone numbers, credit card information, order preferences and order history. Franchisee shall continue to comply with Franchisor's privacy policies and all applicable laws relating to privacy of Customer Data. Upon request, Franchisee shall certify to Franchisor, under oath, that Franchisee has fully complied with this Paragraph.

17.04 Changeover Procedure.

Upon termination of this Agreement, either by expiration, nonrenewal, or otherwise, if Franchisor or Franchisor's designee has indicated its intention to assume Franchisee's lease for the Premises and to operate a SASQUATCH STRENGTH® business from that location, the parties agree to cooperate in the changeover of the Licensed Business to Franchisor, including by taking the steps set forth herein. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover. The parties shall: notify the landlord of the change of tenancy pursuant to the Lease Conditional Assignment

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Agreement or otherwise and Franchisor shall be entitled to take control of the Premises, including by changing the locks; terminate vendor accounts at Franchisor's option; conduct an inventory of all equipment, fixtures, tenant improvements, supplies and inventory (if Franchisee elects to not participate in the inventory, Franchisor's inventory shall be presumed accurate and complete); Franchisor or its designee shall have the right to use Franchisee's equipment, furniture, fixtures and related items until such time as fair market value is determined pursuant to this Article 17, and shall pay or credit Franchisee with the fair market rental value of that use; Franchisor shall be entitled to communicate directly with Franchisee's agents, employees, customers and vendors in order to facilitate a smooth transition to ownership by Franchisor or Franchisor's designee; Franchisor or its designee shall be entitled to all Gross Revenues received after the Termination Date. No action taken pursuant to this Paragraph shall constitute a waiver by Franchisor of any claims against Franchisee for any reason. The parties agree that there are no circumstances justifying a stay or delay in implementation of the terms of this Paragraph and the parties specifically agree that any claims, including, but not limited to, allegations of wrongful termination, can be separately resolved and that an award of damages would be an adequate remedy.

17.05 Continuing Royalties.

Franchisor shall be entitled to receive the value of Royalties and National Marketing Fees Franchisor would have received from Franchisee for the balance of the Term of this Agreement, but not more than the amount Franchisor would have received in two years. The amount shall be calculated by determining the average monthly amount of such fees paid or payable by Franchisee during the last six months before termination and multiplying that average by the number of months remaining in the Term (or 24 months, if less). All such Royalties shall be due and payable on the Termination Date. Franchisee acknowledges and agrees that this calculation does not constitute a penalty, but is a reasonable estimate of the damages Franchisor would suffer arising from such default.

17.06 Option to Purchase Certain Assets.

Franchisor shall have and is hereby granted an exclusive option for a period of sixty (60) days from and after the Termination Date, to purchase from Franchisee all of Franchisee's right, title and interest in all or any part of the franchise, Franchisee's Licensed Business and business assets and/or the Premises (including the land and/or building), if applicable, at the fair market value, except as otherwise specifically provided herein, of all assets purchased, but excluding any value for purported "goodwill" or "blue-sky". Franchisee acknowledges that Franchisor already owns the "goodwill" or "blue-sky", which is attached to the Marks. Franchisor's Notice exercising the option granted herein shall contain a list, at least by major category, of the assets Franchisor is purchasing. Franchisor shall not be obligated to assume any liabilities of Franchisee. Franchisor may offset against any amount payable pursuant to this sub-Paragraph any other amounts owed by Franchisee pursuant to this Agreement. In the event of a dispute regarding the fair market value of any item(s), title to those items shall pass to Franchisor immediately on exercise by Franchisor of the option hereunder and the parties will resolve such dispute pursuant to Article 18, each party agreeing that an award by an arbitrator would be adequate compensation and a fair price hereunder.

17.07 Damages are Adequate Remedy.

No decision or action taken by Franchisor pursuant to this Article 17 shall be delayed or stayed on account of an inability to agree on the fair market value or fair market rental value of any assets. The fact of a pending dispute as to alleged wrong doing, including alleged wrongful termination shall not be a ground for delaying or staying the action or decision by Franchisor. The parties acknowledge and agree that an award of damages or other determination by an arbitrator would be the proper and adequate remedy for any alleged wrongs, including alleged wrongful termination.

17.07 Payment and Terms.

Franchisor shall pay to Franchisee all sums due pursuant to this Article, and any other sums required by this Agreement or by law, over a period of 120 months, or such shorter period as Franchisor, in its sole discretion, shall elect, with interest thereon at the prime interest rate as published by Bank of America or its successor, if applicable, determined as of the end of the calendar quarter immediately preceding the Termination Date.

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17.08 Survival of Terms.

The terms of this Article 17 shall survive the termination, nonrenewal or expiration of this Agreement for any reason.

ARTICLE 18–ARBITRATION OF DISPUTES.

18.01 Agreement to Arbitrate.

Except as provided in Paragraph 18.04, any controversy or claim or dispute between the parties hereto or between any party hereto and any other person arising out of or relating to this Agreement, the negotiation thereof, the offer or acceptance thereof, or the performance or breach thereof, and including any question as to arbitrability, shall be settled by arbitration administered by the American Arbitration Association or its successor under its rules governing commercial arbitrations, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Article shall be governed by the Federal Arbitration Act. Any arbitration shall be before a single arbitrator and shall take place in the city and county where Franchisor's headquarters is then located. No party shall join or attempt to join their claims in a single proceeding with the claims of any other party, person or entity even if similarly situated unless all parties agree in writing at the time of a dispute. The parties shall bear their own expenses, including their own attorney's fees and costs and shall share equally all expenses of the arbitrator, except that, if any law provides for attorney's fees and costs to any party, then attorney's fees and costs shall be awarded to the substantially prevailing party.

18.02 Conduct of Arbitration.

18.02.01 Unless otherwise specifically required by applicable law, a demand for arbitration or proceedings in arbitration, or court proceedings shall not operate to stay, postpone, prohibit or rescind any expiration, termination or nonrenewal of this Agreement or any rights or obligations under Paragraph 17.01 of this Agreement, and the parties will be limited to their remedy in damages, as determined by the court or arbitrator, for nonrenewal or termination found by the arbitrator to be wrongful. Damages would be an adequate remedy for any such wrongs. The court or arbitrator shall not extend, modify or suspend any of the terms of this Agreement or the reasonable standards of business performance set by Franchisor.

18.02.02 The arbitrator shall permit discovery between the parties as follows: (a) the parties shall, without request, provide all other parties with copies of all documents relevant to any claim or defense; (b) each party may submit one set of interrogatories to each other party, with a maximum of 25 questions per submission, including sub-parts; (c) each party may submit one set of requests for admissions to each other party, with a maximum of 25 questions per submission; and (d) each party may take a deposition of any other party and not more than one other deposition (each deposition shall be limited to not more than six hours and shall begin and end on the same day). Any modification of the foregoing limitations shall require the written consent of all parties or an order from the arbitrator.

18.02.03 Except as specifically authorized by this Agreement, no dispositive motions shall be permitted. No expert witnesses shall be permitted unless specifically ordered by the arbitrator. Each party shall be limited to one brief or memorandum which shall be a maximum of 25 pages. It is the intent of the parties to minimize the costs and delays of arbitration. To that end, the parties will seek to have the arbitration hearing completed within 120 days after the date of the demand for arbitration. The parties will ask the arbitrators to make their decision in not more than seven calendar days following the conclusion of the hearing.

18.02.04 If any party shall fail or refuse to timely advance to the American Arbitration Association that party's portion of any fees or costs required by the applicable rules or order of the arbitrators, the party shall be in material breach of this Agreement and, if such breach is not cured within seven (7) calendar days following Notice by any party or the American Arbitration Association, the breaching party shall be deemed to have abandoned any claims or defenses, to have waived any right to relief thereon, and the arbitrator shall enter an award against such party for such relief as the other party(s) may rightfully request.

18.03 Conditions Precedent to Arbitration.

As conditions precedent to commencing an arbitration proceeding pursuant to this Agreement, the parties shall first comply with the terms of this Paragraph 18.03 unless the proceeding is pursuant to Paragraph 18.05. Failure to

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comply with this Paragraph shall be a material breach of this Agreement and shall entitle the non-defaulting party to an award of all of their attorney's fees and costs reasonably expended in enforcing the terms of this Paragraph. Such award of attorney's fees shall be made by the court enforcing this Paragraph and shall be paid by the breaching party before and as a condition precedent to further proceeding in accordance with this Article. For the limited purpose of enforcing this Paragraph 18.03, each party hereby waives arbitration and the matter shall be heard in the court of general jurisdiction of the county where Franchisor's headquarters is then located. Within a reasonable time following the date on which the aggrieved party first discovered or reasonably should have discovered the facts of a dispute between the parties, the aggrieved party shall give a Notice to the other party (and any involved other persons) of the existence of the dispute, and shall set forth, in writing, a detailed description of the relevant facts together with a reasonably detailed description of the legal basis of the claim. The Notice shall include a detailed description by the aggrieved party of the remedy or outcome desired. The non-aggrieved party shall respond to the Notice within thirty days following its receipt. If the Notice and response does not resolve the dispute, the parties shall meet, within sixty days following the date of the non-aggrieved party's response and attempt to informally resolve the matter. At the request of any party, such meeting shall be held by video conference using any video conferencing facility selected by the Franchisor that permits all parties to see and hear every other party. If all parties agree, the meeting may be conducted by telephone. Without further action, all applicable limitations periods shall be automatically tolled from the date of delivery of the Notice until seventy (70) days after the due date for the non-aggrieved party's response to the Notice. If the informal meeting does not resolve the matter, either party may commence arbitration. The demand for arbitration shall contain a certificate by the party commencing arbitration that the party has fully complied with every provision of this Paragraph 18.03. Copies of the Notice and the response thereto exchanged pursuant to this Paragraph shall be attached to the demand for arbitration and the issues in the arbitration shall be limited to matters contained therein.

18.04–Mediation by Agreement

Notwithstanding any other term hereof, the parties may, at any time, agree to try to resolve any dispute through non-binding mediation. If they so agree, any applicable limitations period and any pending arbitration deadlines shall be deemed tolled, without further action, until ten (10) days following a written Notice to all parties by either the mediator or any party that the mediation is terminated without resolution.

18.05 Limited Exceptions to Arbitration and Mediation.

The requirements of paragraphs 18.01, 18.02, and 18.03 shall not apply to actions for the sole purpose of enforcing Franchisor's rights in the Marks (both for injunctive relief and damages), possessory rights pursuant to Paragraph 17.06, the Trade Secrets or the covenant against competition. Such actions and claims are not submitted to arbitration. Any such actions and claims shall be brought in the court of general jurisdiction in the county where Franchisor's headquarters is then located. Any counterclaims to such actions and claims that are not within these limited exceptions are submitted to arbitration and shall be subject to paragraphs 18.01, 18.02 and 18.03.

ARTICLE 19–REPRESENTATIONS OF FRANCHISEE

19.01 Representations

Franchisee represents and warrants as follows:

19.01.01 Franchisee is not currently a party to or subject to any contract or agreement, including any other franchise agreement, employment agreement or any covenant not to compete which would directly or indirectly be breached by entering into this Agreement or which would directly or indirectly prohibit or restrict Franchisee's signing of this Agreement or performance hereunder;

19.01.02 Franchisee is executing this Agreement and purchasing the license herein for Franchisee's own account and not as an agent or representative of another (unless for an Entity otherwise named herein and in compliance herewith);

19.01.03 Franchisee intends to be actively involved in the Licensed Business for the entire Term of this Agreement and knows of no reason that he/she might become a passive owner;

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19.01.04 Franchisee is basing Franchisee's decision to purchase this license, in full, upon statements and representations contained in this Agreement and the SASQUATCH STRENGTH® Franchise Disclosure Document and upon facts obtained pursuant to Franchisee's own investigation..

19.01.05 Franchisee has not terminated and will not terminate Franchisee's existing employment or cease any other income-producing activity until after Franchisee has an approved location, has successfully completed the Initial Training, and is open for business. If Franchisee elects, notwithstanding this sub-Paragraph to terminate employment or income-producing activity, Franchisee knowingly assumes the risk of loss of income and does so contrary to Franchisor's advice. Franchisee acknowledges that Franchisee may earn less in the Licensed Business than Franchisee earned in prior employment or business activity.

ARTICLE 20–MISCELLANEOUS PROVISIONS

20.01 Nonwaiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

20.02 Security for Performance.

As security for Franchisee's prompt and faithful performance of all of the terms and conditions of this Agreement, including, without limitation, the obligation to pay fees, Franchisee hereby grants to Franchisor a security interest in all of the furniture, fixtures and equipment of the Licensed Business (the collateral), together with any new or replacement collateral wherever located. The collateral shall include any and all furniture and fixtures that are susceptible of removal from the Premises (with or without damage to the collateral), including, specifically, all furniture, fixtures and decor items that constitute Franchisor's trade dress. The collateral shall also include all contracts, accounts receivable, contract rights, all business property, all intangible property owned or claimed by Franchisee, including copyrights, Trade Secrets and goodwill and all books and records of the Licensed Business. Franchisee agrees and consents that Franchisor may file an original or copy of this Agreement as a security agreement and that Franchisor is authorized to file of record, without further Notice Uniform Commercial Code financing statements and renewals or extensions thereof as appropriate, all without further approval or signature by Franchisee. Notwithstanding the foregoing, Franchisee agrees to execute one or more UCC financing statement(s) upon request by Franchisor. Upon breach of this Agreement by Franchisee, in addition to all other rights of Franchisor under this Agreement or under the law, Franchisor shall have all of the rights of a holder of a security interest under the Uniform Commercial Code, including the right to take possession and sell the collateral at a private or public sale upon not less than five days' Notice of the sale to Franchisee. Franchisee agrees to pay any deficiency remaining after collection of or realization by Franchisor on the collateral, which deficiency, if any, shall be immediately due and payable. Nothing in this Paragraph shall be construed as limiting Franchisor's exclusive ownership of all goodwill attached to or that may become attached to the Marks and of all intellectual property used in connection with the Licensed Business.

20.03 Attorneys Fees.

In the event that legal action is properly commenced in court by either party to enforce this Agreement or to determine the rights of any party, as permitted by Paragraph 19, including any appeal proceeding, the substantially prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable actual attorney's fees and costs, including expert fees and fees on appeal.

20.04 Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or by an arbitrator, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid, unless such invalidity shall pertain to the obligation to pay fees, in which event Franchisor may terminate this Agreement in its discretion.

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20.05 Warranty of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

20.06 Estoppel Certificate

In the event that Franchisor is considering transferring, assigning or encumbrancing this Agreement, the System, or any other of Franchisor's rights or assets, or upon request by Franchisor at any time, Franchisee shall, within ten (10) calendar days after Franchisor shall request the same, execute, acknowledge and deliver to Franchisor, a written certificate that (a) this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement as so modified is in full force and effect); (b) the date to which Royalties or other charges have been paid in advance, if any; (c) there are not, to Franchisee's knowledge, any uncured defaults on the part of Franchisor or Franchisee hereunder, or specifying such defaults if any are claimed; (d) setting forth the dates of commencement and expiration of the Term of this Agreement; (e) Franchisee has and knows of no basis for any claims of any kind against Franchisor (or, if Franchisee has or knows of any such claims, a detailed statement of all such claims and a statement that Franchisee has and knows of no other claims); and (f) any other matter upon which certification is requested by Franchisor or a prospective assignee or encumbrancer. Franchisor may rely upon any certificate given pursuant to this sub-Paragraph as may any prospective purchaser or encumbrancer of all or any portion of Franchisor's rights hereunder. Any failure or refusal to timely execute a truthful certificate pursuant to this sub-Paragraph shall be a material breach of this Agreement.

20.07 Paragraph Headings.

The various Paragraph headings are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

20.08 Recitals.

The recitals preceding the first numbered Paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs. All references to “Franchisee” shall include all owners, parents and subsidiaries of Franchisee if Franchisee is an Entity.

20.09 No Third Party Beneficiary.

Nothing in this Agreement shall be construed to give Franchisee any rights as a third party beneficiary or otherwise arising out of any similar or other agreement(s) between Franchisor and any other franchisee(s). Nothing in this Agreement shall be construed to give to any other franchisee or any other person any rights arising out of this Agreement. Any action or inaction by Franchisor with regard to any other franchisee's performance or nonperformance as to any term of this or any similar agreement shall not give rise to any claims or rights in favor of Franchisee under this Agreement.

20.10 Choice of Law.

Except as otherwise specified herein, this Agreement shall be governed by and construed under any non-waivable specific laws regulating the offer or sale of franchises or the relationship between Franchisor and Franchisee of the state or province in which the Licensed Business is located. Applicability of any laws of Franchisee’s state that may be waived is hereby waived. As to all other matters, the laws of the State of Washington shall apply without regard to any state’s choice of law provisions. Washington laws governing franchising shall not apply unless the jurisdictional requirements are met independent of this Paragraph.

20.11 Notices.

All notices required or permitted by this Agreement ("Notice” or “Notices") shall be sent, in writing, to the respective parties at the addresses set forth herein. The place of Notice may be modified by appropriate Notice to the other party. All Notices shall be sent by certified mail, return receipt requested, postage prepaid, personally delivered, or by facsimile, electronic mail, overnight delivery, or telegraph. Notices shall be deemed given at the earlier of (a) receipt by the addressee, including by facsimile or electronic mail, (b) two (2) days following deposit with the United

initials

States Postal Service or its successor, with postage prepaid, or (c) immediately upon refusal of delivery by the addressee.

20.12 Entire Agreement.

This document, together with any exhibits and addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Except for information contained in the Franchise Disclosure Document and this Agreement, all prior representations, promises, contracts or agreements are hereby fully superseded. Nothing in this or any related agreement shall be construed to disclaim any representations contained in the Franchise Disclosure Document.

20.13 Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Franchisor. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Franchisor.

20.14 Effective Date.

This Agreement shall have no force or effect unless and until signed by an officer of Franchisor. The effective date shall be the date of such corporate signature. Notwithstanding the order of signatures, this Agreement shall be deemed made and entered into in the state where the Licensed Business is located.

20.15 Time of Essence.

Time is of the essence of this Agreement.

ARTICLE 21–BUSINESS RISK.

21.01 No Promises.

Franchisee has been informed by Franchisor, realizes and acknowledges that the business venture contemplated by this Agreement involves business risks and Franchisor cannot guarantee any particular level of profitability or success for the Licensed Business.

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initials

21.02 No Waiver.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

21.02 Receipt for Disclosure Document.

Franchisee has received a copy of this Agreement and the SASQUATCH STRENGTH® Franchise Disclosure Document at least fourteen (14) days before signing this Agreement or paying any fee to Franchisor. Franchisee has been encouraged and provided ample opportunity to consult an attorney or other advisor(s) of its own choosing before entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Dated: _____ [effective date]

Date signed: _____

FRANCHISOR:
SASQUATCH STRENGTH FRANCHISE LLC

By _____

(Print Name) _____

(Title) _____

500 108th Ave NE Suite 1100
Bellevue, WA 98004

Tel: 425-300-2742

FRANCHISEE:

_____
Franchisee

Address: _____

_____

_____

Phone: _____

_____
initials

EXHIBIT

A. State Law Addendum

California Addendum

(Applies only to California franchisees)

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

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER, BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

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

YOU MUST SIGN A GENERAL RELEASE OF CLAIMS IF YOU TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER BY THE PERSON ACQUIRING A FRANCHISE OF CERTAIN RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF CERTAIN RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

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.)

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

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

You must resolve disputes through binding arbitration. The arbitration will occur at King County, Washington, USA, with the costs of arbitration being borne equally by the parties. Each party will bear its own expenses, including attorney's fees. 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.

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, We will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

The franchise agreement requires application of the laws of the State of Washington as to matters not covered by the California Franchise Investment Law. This provision may not be enforceable under California law.

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Our Web Site URL is www.sasquatchstrength.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Dated: _____ [effective date]
Franchisee(s)

_____
Franchisee

_____
Franchisee

Date signed: _____
Franchisor
SASQUATCH STRENGTH FRANCHISE LLC

By
(Print Name) _____
(Title) _____
500 108th Ave NE Suite 1100
Bellevue, WA 98004

_____
initials

Indiana Addendum

(Applies only to Indiana franchisees)

Indiana law prohibits requiring you to prospectively agree to a release or waiver which purports to relieve any person from liability imposed by the Indiana Franchise Practices Act (IC 23-2-2.7(5)). The Franchise Agreement shall be deemed amended to the extent necessary to comply with IC 23-2-2.7(5).

Indiana law limits the parties agreement to resolve disputes in any jurisdiction outside of Indiana (IC 23-2-2.7(10)). Subject to the Federal Arbitration Act, the Franchise Agreement shall be deemed amended and the forum for any court proceedings shall be in Indiana.

This state law addendum, if applicable, is a part of the Franchise Agreement and supersedes any inconsistent term(s) of the Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Dated: _____ [effective date]
Franchisee(s)

_____
Franchisee

_____
Franchisee

Date signed: _____
Franchisor
SASQUATCH STRENGTH FRANCHISE LLC

By
(Print Name) _____
(Title) _____
500 108th Ave NE Suite 1100
Bellevue, WA 98004

_____
initials

Illinois Addendum to the Franchise Agreement

(Applies only to Illinois franchisees)

The Illinois Franchise Disclosure Act, Section 4, prohibits any agreement that specifies jurisdiction or venue of any lawsuit in a place outside of the state of Illinois. The Act does permit agreements to require you to arbitrate outside the state of Illinois. The Act prohibits choice of law provisions that would require the application of any laws except the laws of the state of Illinois (Section 41). You cannot waive any of your rights given to you by the Illinois Franchise Disclosure Act (Section 41). You may have other rights under the Illinois Franchise Disclosure Act or other laws of the state of Illinois. To the extent that the Franchise Agreement is inconsistent with Illinois law, the inconsistent terms of the Franchise Agreement will not be enforced and the terms of the applicable Illinois law shall apply.

Dated: _____ [effective date]
Franchisee(s)

_____
Franchisee

_____
Franchisee

Date signed: _____
Franchisor
SASQUATCH STRENGTH FRANCHISE LLC

By
(Print Name) _____
(Title) _____
500 108th Ave NE Suite 1100
Bellevue, WA 98004

_____
initials

Minnesota Addendum

(Applies only to Minnesota franchisees)

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. §80C.214, Subds. 3, 4, and 5 which require, except in certain specified cases, that We give you 90 days' Notice of termination (with 60 days to cure) and 180 days' Notice of nonrenewal of the franchise agreement.

We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name, to the extent required by Minn. Stat. §80C.12, Subd. 1(g).

To the extent governed by Minn. Rule 2860.4400J, you shall not be deemed to have waived any rights under Minnesota law. You shall not be deemed to have consented to Us obtaining injunctive relief, although We may seek injunctive relief. A Court or the arbitrators shall determine whether to require a bond as a condition of injunctive relief.

This state law addendum, if applicable, is a part of the Franchise Agreement and supersedes any inconsistent term(s) of the Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Dated: _____ [effective date]
Franchisee(s)

_____
Franchisee

_____
Franchisee

Date signed: _____
Franchisor
SASQUATCH STRENGTH FRANCHISE LLC

By
(Print Name) _____
(Title) _____
500 108th Ave NE Suite 1100
Bellevue, WA 98004

_____
initials

New York Addendum

(Applies only to New York franchisees)

Item 3 of the Franchise Disclosure Document is amended to read as follows:

Neither We nor any person identified in Item 2 above have any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against us alleging a violation of any franchise law, antitrust or securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither We nor any person identified in Item 2 above have been convicted of a felony or pleaded *nolo contendere* to any felony charge or during the 10 year period immediately preceding the date of this offering circular, been convicted of or pleaded nolo contendere to a misdemeanor charge been held liable in any other civil action by final judgment or been the subject of any other material complaint or other legal proceeding where such felony, misdemeanor civil action, complaint or other legal proceeding involved violation of any franchise law, antifraud or securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither We nor any person identified in Item 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of 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 by 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.

Item 4 of the Franchise Disclosure Document is amended to read as follows:

During the 10 year period immediately preceding the date of the offering circular neither We nor any predecessor, affiliate, current officer or general partner of Us has been the subject of a bankruptcy proceeding, been adjudged bankrupt or reorganized due to insolvency or been a principal officer of a company or a general partner of a partnership at or within one year of the time that such company or partnership became the subject of a bankruptcy proceeding or was adjudged bankrupt or reorganized due to insolvency or is subject to any such pending bankruptcy or reorganization proceeding

Item 5 of the Franchise Disclosure Document is amended by adding the following: We will use the Initial Fee for the purposes of covering the costs of selling the franchise and other franchises, for your Initial Training, for general overhead and for profit.

Item 17 of the Franchise Disclosure Document is amended by changing the caption and preliminary statement to read as follows:

Item 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT.

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initials

Attachment B –Agreements

WE HAVE NOT KNOWINGLY OMITTED FROM THE FRANCHISE DISCLOSURE DOCUMENT ANY MATERIAL FACT NOR DOES THE FRANCHISE DISCLOSURE DOCUMENT CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

This state law addendum is a part of the Franchise Agreement and supersedes any inconsistent term(s) of the Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Dated: _____ [effective date]

Franchisee(s)

_____
Franchisee

_____
Franchisee

Date signed: _____

Franchisor

SASQUATCH STRENGTH FRANCHISE LLC

By _____
(Print Name) _____
(Title) _____
500 108th Ave NE Suite 1100
Bellevue, WA 98004

_____
initials

Washington Addendum

(Applies only to Washington franchisees)

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 collectible 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.

This state law addendum is a part of the Franchise Agreement and supersedes any inconsistent term(s) of the Franchise Agreement.

_____
initials

Attachment B –Agreements

This state law addendum is a part of the Franchise Agreement and supersedes any inconsistent term(s) of the Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Dated: _____ [effective date]

Franchisee(s)

_____
Franchisee

_____
Franchisee

Date signed: _____

Franchisor

SASQUATCH STRENGTH FRANCHISE LLC

By _____
(Print Name) _____
(Title) _____
500 108th Ave NE Suite 1100
Bellevue, WA 98004

_____
initials

EXHIBIT

B. Location of Licensed Business

The location of Franchisee's SASQUATCH STRENGTH® Licensed Business Premises shall be:

_____

_____

_____

_____

_____
initials

EXHIBIT

C. Assignment of Telephone Numbers

_____ Franchisee/Assignor, in consideration of Franchisor/Assignee granting a SASQUATCH STRENGTH® franchise contemporaneously herewith, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns to SASQUATCH STRENGTH FRANCHISE LLC all telephone numbers and listings utilized or to be utilized by Franchisee/Assignor in the operation of his SASQUATCH STRENGTH® Licensed Business. The Assignee hereby assumes the performance of all of the Terms, Covenants, and Conditions of the agreement(s) with the telephone company with respect to such telephones, telephone numbers and telephone listings with the same force and effect as if Assignee had been originally issued such telephone, telephone numbers, telephone listings and the usage thereof. This Assignment is valid on the effective date and is irrevocable. It applies equally to any numbers first used after the effective date. The telephone company is authorized to rely upon this Assignment at any time that it is delivered to the telephone company by Franchisor/Assignee. Assignee and Assignor each agree to hold harmless and indemnify the telephone company from any claims based upon the telephone company's reliance upon this Assignment. Assignee and Assignor each agree to sign any other documents necessary in the opinion of the telephone company to give effect to this Assignment. Franchisee shall not use Franchisee's personal telephone number as its business telephone number or in any advertising or marketing for the Licensed Business.

Dated: _____[effective date]

Date signed: _____

SASQUATCH STRENGTH FRANCHISE LLC
(Franchisor/Assignee)

FRANCHISEE
(Assignor)

By _____

_____
Franchisee

(Print Name) _____

(Title) _____

500 108th Ave NE Suite 1100
Bellevue, WA 98004

Address: _____

_____

_____

Tel: 425-300-2742

Phone: _____

Subject telephone number(s):
(as of date of this document)

_____

_____

_____

_____
initials

EXHIBIT

D. Lease Conditional Assignment Rider

This Rider is attached to and is part of that certain Lease, by and between: _____

_____Lessor) and _____ (Lessee) dated _____

for the Premises located at: _____,

legally described in Annex A hereto.

A. CONDITIONAL ASSIGNMENT: Lessee hereby conditionally assigns all of the Lessee's right, title and interest in this lease to SASQUATCH STRENGTH FRANCHISE LLC (hereinafter, "Franchisor"). This assignment shall become effective only upon occurrence of both of the following conditions:

l. Termination of the SASQUATCH STRENGTH® Franchise Agreement between Franchisor and Lessee as Franchisee for the operation of a SASQUATCH STRENGTH® franchise within the leased Premises, and

2. Exercise by Franchisor of its option to assume the obligations of and to replace Lessee as the lessee under this lease as provided in the said Franchise Agreement within fifteen (15) business days after termination of said Franchise Agreement.

B. Lessor hereby consents to the said conditional assignment and hereby agrees that if said conditional assignment becomes effective, Franchisor shall thereafter be substituted for Lessee as the Lessee in this lease, Lessee shall be relieved of all liability accruing under this lease after the effective date of the assignment and Franchisor shall have the right to reassign this lease to a new franchisee of Franchisor without the prior consent of Lessor. In the event of such reassignment, Franchisor shall be relieved of all liability accruing under this lease after the date of said reassignment.

C. Lessee agrees that at such time as Franchisor exercises its option to become the Lessee under this lease, Lessee will immediately vacate the demised Premises without removing any fixtures, parts, or accessories except as authorized in the Franchise Agreement and Lessor will permit Franchisor to enter upon and take possession of the demised Premises. Lessor will cooperate in all legal action necessary to remove lessee if lessee refuses to vacate Premises.

D. Lessor is hereby authorized and directed to rely solely upon written Notice by Franchisor of the termination of the said SASQUATCH STRENGTH® Franchise Agreement and exercise by Franchisor of its option to become the Lessee under this lease and is hereby relieved of any and all liability to Lessee for any action it takes in so relying.

E. DEFAULT BY LESSEE: Lessor agrees to give Franchisor thirty (30) days prior written Notice of its intention to reenter and repossess the Premises and to cancel the lease on account of Lessee's default of any of the terms, conditions or provisions thereof. During the thirty (30) day period Franchisor may cure such default or otherwise exercise its rights under the conditional assignment.

_____
initials

F. OPTION TO RENEW: In the event that Lessee fails to exercise any option which he might have under the lease to renew same prior to the expiration thereof, Lessor agrees to notify Franchisor in writing of lessee's failure to renew the lease and Franchisor shall then have fifteen (15) days from the receipt of such Notice to exercise any option to renew and replace Lessee as the lessee under the lease.

Dated: _____[effective date]

Date signed: _____

SASQUATCH STRENGTH FRANCHISE LLC
(Franchisor/Assignee)

By _____
_____, President

500 108th Ave NE Suite 1100
Bellevue, WA 98004
425-300-2742

FRANCHISEE

_____
Franchisee

Address: _____
_____
_____

Phone: _____

LESSOR:

_____

By: _____
Its _____

_____
initials

ACKNOWLEDGMENTS

STATE OF _____)

COUNTY OF _____) ss

On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____ 20_____.

_____
Notary Public in and for the State of _____
residing at _____

My appointment expires: _____

* * *

STATE OF _____)

COUNTY OF _____) ss

On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____ 20_____.

_____
Notary Public in and for the State of _____
residing at _____

My appointment expires: _____

* * *

STATE OF _____)

COUNTY OF _____) ss.

On this day personally appeared before me _____, to me known to be the _____ [Title], of _____, a _____ _____ [Type of Entity and State of Organization], the Entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that __he__ is/are authorized to execute the said instrument on behalf of said Entity.

WITNESS my hand and official seal this ____ day of _____, 20____.

_____
Notary Public in and for the State of _____
residing at _____

My appointment expires: _____

EXHIBIT

E. Personal Guarantee

IN CONSIDERATION of and to induce the consent by SASQUATCH STRENGTH FRANCHISE LLC, a Washington corporation ("Franchisor") to the assignment of all right, title, and interest in and to the SASQUATCH STRENGTH® Franchise Agreement dated _____ to _____, a _____ [Type of Entity and State of organization] ("Franchisee"), [or alternatively, in consideration of and to induce Franchisor's consent for the undersigned to enter into the Franchise Agreement in the Entity form], and for other good and valuable consideration, I/we, and each of us jointly, severally, absolutely and unconditionally guarantee to Franchisor:

1.01 Payment Of Obligations.

The punctual payment and satisfaction of each and every claim, demand, default, liability, indebtedness, right or cause of action of every nature whatsoever, including expenses, damages and fees, now or hereafter existing, due or to become due, or held by Franchisor, its subsidiaries, divisions, or affiliates, together with any interest as it may accrue, and all costs, expenses and attorneys' fees paid or incurred by Franchisor or its subsidiary, division, or affiliate in collecting or attempting to collect the obligations of the Franchisee or in enforcing or attempting to enforce this Guarantee; and

1.02 Continuing Performance.

The timely performance of each term, covenant, and obligation of the license set forth in the SASQUATCH STRENGTH® Franchise Agreement described above. This is a continuing Guarantee which shall apply to the Franchise Agreement and any subsequent renewals, extensions, assignments, transfers, amendments or modifications thereof, and such renewals, extensions, assignments, transfers, amendments or modifications shall be conclusively presumed to be covered by this Guarantee without further Notice to or acceptance by the undersigned.

2.01 Execution And Delivery.

The undersigned acknowledge(s) and agree(s) that possession of this Guarantee by Franchisor constitutes true and correct execution and actual and proper delivery of same to Franchisor, and the undersigned waive Notice of acceptance of this Guarantee and of the incurrence by Franchisee of any liability to which it applies or may apply, and waive presentment and demand for payment thereof, protest, Notice of protest and Notice of dishonor or nonpayment thereof, collection thereof including any Notice of default in payment thereof or other Notice to, or demand of payment therefore on, any party. The undersigned further waive any right to have security applied before enforcing this Guarantee, any right to require suit against the Franchisee or any other party before enforcing this Guarantee, and any right to subrogation to Franchisor's rights against the Franchisee until the Franchisee's liabilities and obligations to Franchisor are paid and satisfied in full. Payment by the undersigned shall be made at the office of Franchisor in Bellevue, Washington, or such other location as Franchisor may designate in writing.

3.01 Rights Of Company

Franchisor may, at its option, at any time, without the consent of or Notice to the undersigned, without incurring responsibility to the undersigned and without impairing or releasing the obligations of the undersigned, upon or without any terms or conditions and in whole or in part:

3.01.01 change the manner, place or terms of payment or change or extend the time of payment of, renew, or alter any obligation, liability or right of the Franchisee under the Franchise Agreement hereby guaranteed, or any liabilities incurred directly or indirectly hereunder, and the guarantee herein made shall apply to the obligations and liabilities of the Franchisee, so changed, extended, renewed or altered;

3.01.02 exercise or refrain from exercising any rights against Franchisee or others, or otherwise act or refrain from acting;

3.01.03 settle or compromise any liabilities hereby guaranteed or hereby incurred, and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities which may be due to Franchisor or others; and

_____
initials

3.01.04 apply any sums paid to any liability or liabilities of Franchisee to Franchisor regardless of what liability or liabilities of Franchisee remain unpaid. Franchisor may, at its option, without the consent of or Notice to the undersigned, apply to the payment of the liability created by this guarantee, at any time after such liability becomes payable, any moneys, property, or other assets belonging to the undersigned in the possession, care, custody and control of Franchisor.

4.01 Irrevocable.

This agreement shall not affect in any manner the right of Franchisor to terminate the Franchise Agreement pursuant to the terms thereof, and this Guarantee shall survive the termination, expiration, or cancellation of the Franchise Agreement. Franchisor may at its option, elect to take no action pursuant to this Guarantee or the Franchise Agreement without waiving any rights under either. The undersigned do further agree that it will not be necessary for Franchisor, in order to enforce the terms of this agreement against them, to first institute suit or exhaust its remedies against the Franchisee or any others. This Guarantee shall operate as a continuing Guarantee and shall be non-revocable, except with the express written consent of Franchisor.

4.02 Joint And Several Liability.

The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" shall mean the undersigned or any one or more of them. Anyone signing this Guarantee shall be bound thereto at any time. Any married person who signs this Guarantee hereby expressly agrees that recourse may be had against his/her community and separate property for all obligations under this Guarantee.

4.03 Successors And Assigns.

This Guarantee shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Franchisor and of the undersigned.

4.04 Noncompetition.

The undersigned hereby agree that they shall be individually bound by the provisions of the Franchise Agreement relating to Trade Secrets, confidentiality, and noncompetition.

4.05 Bankruptcy Or Insolvency Of Franchisee.

In the event that a petition in bankruptcy or for an arrangement or reorganization of the Franchisee under any state or federal bankruptcy law or for the appointment of a receiver for the Franchisee or any of its property is filed by or against the Franchisee, or if the Franchisee shall make an assignment for the benefit of creditors or shall become insolvent, all indebtedness and other obligations of the Franchisee shall, for purposes of this Guarantee be immediately due and payable.

WITNESS our hands at _____, on this the _____ day of _____, 20__.

_____ [SIGNATURE] _____% owner 1 of Franchisee	_____ [SIGNATURE] _____ Spouse of owner 1
_____ [SIGNATURE] _____% owner 2 of Franchisee	_____ [SIGNATURE] _____ Spouse of owner 2
_____ [SIGNATURE] _____% owner 3 of Franchisee	_____ [SIGNATURE] _____ Spouse of owner 3

_____
initials

EXHIBIT

F. Trade Secrets & Confidentiality Agreement

This Agreement is made and entered into by and between _____, dba SASQUATCH STRENGTH® (hereinafter, "the Employer") and _____, (hereinafter, "Employee").

WHEREAS, Employer is engaged in the business of offering and selling at retail offering and selling at retail, from a SASQUATCH STRENGTH® gym, physical training and related services and products under the Marks and using the Franchisor's methods, pursuant to a franchise agreement with SASQUATCH STRENGTH FRANCHISE LLC (herein, "the Licensed Business") according to a unique formula and under the trade name and mark, "SASQUATCH STRENGTH®".

WHEREAS, Employer has a need for a manager or key employee for the Licensed Business;

WHEREAS, Employee is willing and able to become a manager or key employee for the Licensed Business;

WHEREAS, Employer is willing to hire Employee or to promote Employee to the position of manager or key employee of the Licensed Business, but only upon the terms and conditions set forth herein,

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and faithful consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

1. Employment.

Employer agrees to employ Employee as _____, and to pay compensation as follows:

_____
_____
_____
_____
_____
_____.

1. Trade Secrets

Employee agrees that all of the information provided to Employee by Employer in the course of employment relating to the Licensed Business, its operation, management, policies, relationship with its Franchisor, identity of its customers, members and vendors, pricing structures and formulas, product mix, and similar information, constitutes Trade Secrets. Employee acknowledges that such information has been received only from Employer and that it is not generally available to the public and that it derives independent economic value from not being widely known. Employee acknowledges and agrees that certain items or information to be made available may not, if analyzed in isolation, be Trade Secrets; however, unless Employer specifically agrees otherwise in writing, all such items and information, when placed in the context of those things which are Trade Secrets if analyzed in isolation, become and are part of the Trade Secrets and are subject to this Agreement. Employee further acknowledges that should the information be misappropriated or transferred to any third party, the Employer and Employer's Franchisor would suffer irreparable harm. Trade Secrets does not include information on public record or readily available from a third party without consent by Employer.

2. Employer Owns All Incidents

Employer shall be entitled to all of the benefits, profits and other issues arising from or incident to all work, services, and advice of Employee relating to the Trade Secrets or arising out of discussions with Employer regarding same, and in any way communicated to Employer or becoming known to Employer during or after the term of employment.

_____
initials

3. Nondisclosure

Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any unauthorized person(s) any information regarding any Trade Secret(s) or any proprietary information of Employer. All such information shall be held by Employee in complete confidence. Such information is important, material, and confidential and gravely affects the effective and successful conduct of Employer's Licensed Business and goodwill. Should Employee, at any time, cease to be an employee of Employer, Employee shall immediately return to the Employer the originals and all copies of all documents or other media containing or representing Trade Secrets. Breach of any of the terms of this Paragraph shall be a material breach of this Agreement. The terms of this Paragraph shall survive termination of this Agreement for any reason. Employee shall be in breach of this Agreement during any month in which Employee or any third party has possession or use of any Trade Secrets in violation of this Agreement.

4. Remedies

Employee agrees that, in the event of alleged breach, Employer shall be entitled, in addition to all other remedies available at law or in equity, to a temporary restraining order, a preliminary injunction and other interim relief and that the maximum bond to be required of Employer for such relief shall be one hundred dollars ($100.00). Employee waives any right to a higher bond. Employee agrees that any action taken by Employer pursuant to this Agreement shall not constitute an election of remedies. In addition to, and not in lieu of, an injunction, Employer shall be entitled to a judgment against Employee for the greater of (a) Employer’s actual damages (if provable under the circumstances) or (b) liquidated damages calculated as Employee’s average monthly gross compensation for the last six months (or portion thereof) for which Employee was employed by Employer, multiplied by the number of months during which Employee was in breach of this Agreement. The parties mutually agree that the liquidated damages agreed herein are not a penalty, but are a best good faith effort to estimate what Employer’s actual damages would be in the event of a breach under circumstances where actual damages may, because of facts known at that time, not be readily susceptible of accurate calculation.

5. Enforcement By Franchisor

Both Employer and Employee acknowledge and agree that this Agreement is for the benefit not only of the Employer, but also of the Employer’s Franchisor, SASQUATCH STRENGTH FRANCHISE LLC. Employer and Employee each agree that SASQUATCH STRENGTH FRANCHISE LLC shall have the same right to enforce this Agreement as Employer has; provided only that as between Employer and SASQUATCH STRENGTH FRANCHISE LLC, they shall be entitled to only one recovery of damages or liquidated damages.

6. Effectiveness

This Agreement shall become effective when signed and shall be enforceable at any time thereafter.

7. Nonwaiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

8. Attorneys Fees.

In the event that legal action or arbitration is commenced by either party to enforce this Agreement or to determine the rights of any party, including any appeal proceeding, the substantially prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable attorneys fees and costs.

9. Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

_____
initials

Attachment B –Agreements

10. Warranty Of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

11. Paragraph Headings.

The various Paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

12. Recitals.

The recitals preceding the first numbered Paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs.

13. Choice Of Law.

This Agreement shall be governed by and construed under the laws of the state in which the Licensed Business is located without regard to any choice of law provisions thereof.

14. Notices.

All notices required or permitted by this Agreement shall be sent to the respective parties at the addresses set forth herein. The place of Notice may be modified by appropriate registered or certified mailing to the other party. All notices shall be sent by certified mail, return receipt requested, postage prepaid, or personally delivered. Notices shall be deemed given at the earlier of (a) receipt by the addressee or (b) two (2) days following deposit with the United States Postal Service or its successor.

15. Entire Agreement.

This document, together with any exhibits and addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior representations, promises, contracts or agreements are hereby fully superseded.

16. Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Employer. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Employer.

Date: _____

THE EMPLOYER

By _____

_____, its _____

Address: _____

_____

_____

EMPLOYEE

_____

Signature

Address: _____

_____

Phone: _____

_____
initials

EXHIBIT

G. Mutual Termination of Franchise Agreement and Release

This Mutual Termination of SASQUATCH STRENGTH® Franchise Agreement and Release is entered into by and between _____ (Franchisee) and SASQUATCH STRENGTH FRANCHISE LLC (Franchisor).

WHEREAS Franchisee is a franchisee of Franchisor pursuant to a franchise agreement dated _____ (the Agreement), governing a Licensed Business located at _____ _____ _____;

WHEREAS Franchisee and Franchisor desire to mutually terminate the Agreement and wind up and resolve all matters between them relating to or arising out of the Agreement and their relationship as Franchisor and Franchisee; and

WHEREAS Franchisee and Franchisor each desire to be bound by the terms of this Mutual Termination of SASQUATCH STRENGTH® Franchise Agreement and Release,

NOW THEREFORE, the parties hereby agree as follows, acknowledging that each has received adequate consideration for this agreement.

1. Franchisee and Franchisor each acknowledge and agree that, by entering into this Agreement, all of their respective rights under the Agreement are terminated except only as specifically reserved herein.

2. Except for any remaining financial obligations of Franchisee to Franchisor for franchise fees or for merchandise purchased and except for any post-termination requirements of the Agreement, including those relating to competition and Trade Secrets, all claims, demands, rights, duties, obligations, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, torts, judgments, executions, liabilities, damages, injunctions, assignments, suits or causes of action of every kind and nature, however or wherever arising, whether known or unknown, foreseen or unforeseen, direct, indirect, contingent or actual, liquidated or unliquidated, which have arisen or which might or could arise under federal, state or local law from any relationship under the Agreement (including any supplier-purchaser relationship) or under any agreement in connection therewith, or from the execution, inducement, operation under or termination of the Agreement and any services to Franchisee thereunder or under any prior agreement relating to the Licensed Business, existing or arising at any time prior to or at the item of the execution hereof or the Effective Date (whichever is later) are hereby mutually satisfied, acquitted, discharged and released by Franchisee and Franchisor, it being the express intention of each party that this Release is as broad as permitted by law.

3. Franchisee intends this Release to acquit and forever fully discharge Franchisor and any parent or direct or indirect subsidiary thereof, any division, affiliate or supplier who provided merchandise for Franchisee's operation of the Licensed Business, and its and their respective officers, directors, agents, employees, representatives, successors and assigns, and all other persons, firms or corporations who have acted in agreement or in concert with any of them or with Franchisee.

4. This Mutual Termination of SASQUATCH STRENGTH® Franchise Agreement and Release shall be binding upon Franchisee and the heirs, legal representatives, successor and assigns of Franchisee and upon Franchisor and its successors and assigns.

_____
initials

5. Franchisee has either been advised by independent counsel before signing this or, acknowledging the need for independent counsel, knowingly waives any such review and advice.

6. In the event of litigation or arbitration to enforce this Agreement, the substantially prevailing party shall be entitled to its reasonable attorney's fees in addition to all other sums owed pursuant to this Agreement or otherwise.

7. The Effective Date of this document shall be: _____

Franchisee(s)

_____
Franchisee

_____
Franchisee

Franchisor

SASQUATCH STRENGTH FRANCHISE LLC

By: _____
_____, its _____

_____
initials

EXHIBIT

H. Consent, Waiver and Release for Training

This Consent, Waiver and Release is entered into by and between _____ _____(Franchisee) and SASQUATCH STRENGTH FRANCHISE LLC (Franchisor) and shall also be for the benefit of any franchisee of SASQUATCH STRENGTH FRANCHISE LLC in whose SASQUATCH STRENGTH® gym or Premises Franchisee receives any part of Franchisee's training under Franchisee's Franchise Agreement (Trainer).

Franchisee recognizes and acknowledges the value of receiving part of Franchisee's training (or Franchisee's employees' training, if appropriate) under the SASQUATCH STRENGTH® Franchise Agreement in an actual SASQUATCH STRENGTH® gym owned and operated by Franchisor or another SASQUATCH STRENGTH® franchisee. At least some of the training may be "hands-on", actually operating the Trainer's Business or some aspect of the Trainer's Business on a day-to-day basis. In some cases, Franchisee may be left solely in charge of the SASQUATCH STRENGTH® gym of the Trainer for some periods of time. Franchisee may be using dangerous equipment or otherwise at risk of physical or other injury or damage. "Franchisee" as used in this agreement shall include any employee(s) of franchisee who obtain training.

In consideration of the value of the hands-on, on-location training, Franchisee covenants and agrees:

Franchisee is not and will not be or become an employee of Trainer unless by a separate written agreement. All trainees certify that they are either the Franchisee or an employee of the Franchisee. Franchisee certifies that all trainees are either the Franchisee or an employee of the Franchisee.

Franchisee covenants and agrees to not sue or make any claim, including under any federal, state or local statute or ordinance, for any compensation for services or for any benefits.

Franchisee shall not make any statement(s) or representation(s) inconsistent with this agreement.

Franchisee hereby assumes the risk of injury or death arising out of Franchisee's presence on the Licensed Business premises of Trainer and agrees to defend, hold harmless and indemnify Franchisor and Trainer from and against all claims, demands, damages, injuries or settlements arising out of or related to Franchisee's training on the premises of Trainer, excepting only for intentional or grossly negligent acts of Franchisor or Trainer.

Franchisee hereby assumes the risk of injury or death to others arising out of any negligent or intentional acts of Franchisee while on the Licensed Business premises of Trainer and agrees to defend, hold harmless and indemnify Franchisor and Trainer from and against all claims, demands, damages, injuries or settlements arising out of or related to Franchisee's training on the premises of Trainer caused in whole or in part by Franchisee's negligent or intentional acts. Franchisee does not have and is free from any symptoms indicating a possible pre-existing medical condition that could be exacerbated by the training and agrees to waive any claims against Franchisor for any such exacerbation that might occur.

Franchisee consents to having some or all of Franchisee's training occur under the guidance and on the premises of Trainer. Franchisee's training will take approximately two weeks or until Franchisee has achieved a level of competency as determined by Franchisor.

Franchisee understands and acknowledges that each SASQUATCH STRENGTH® franchisee conducts the Licensed Business slightly differently and that Franchisee is advised to consider Trainer's methods and procedures, in light of Franchisee's own study of the Manual(s), as one way of operating the Licensed Business. Franchisee is solely responsible for Franchisee's conduct of Franchisee's Licensed Business. If Franchisee is in doubt as to the appropriateness of a procedure or manner of operating the Licensed Business, Franchisee shall obtain clarification from the Franchisor directly. Franchisee understands that it would not be a defense to a later breach of contract Notice that he/she acted consistently with what Trainer said or did.

Trainer covenants and agrees as follows:

Trainer shall not be or become an employer of Franchisee, unless by separate written agreement.

_____
initials

Attachment B –Agreements

Trainer covenants and agrees to not sue or make any claim, including under any federal, state or local statute or ordinance, for any compensation for services or for any benefits to Trainer.

Trainer shall not make any statement(s) or representation(s) inconsistent with this agreement.

Trainer hereby assumes the risk of injury or death arising out of Franchisee's presence on the Licensed Business premises of Trainer and agrees to defend, hold harmless and indemnify Franchisor from and against all claims, demands, damages, injuries or settlements arising out of or related to Franchisee's training on the premises of Trainer, excepting only for intentional or grossly negligent acts of Franchisor.

Trainer hereby assumes the risk of injury or death to others arising out of any negligent or intentional acts of Trainer and agrees to defend, hold harmless and indemnify Franchisor from and against all claims, demands, damages, injuries or settlements arising out of or related to Franchisee's training on the premises of Trainer caused in whole or in part by Trainer's negligent or intentional acts.

Trainer consents to having some or all of Franchisee's training occur under the guidance of and on the premises of Trainer. Franchisee's training will take approximately two weeks or until Franchisee has achieved a level of competency as determined by Franchisor.

Trainer will make best efforts to teach Franchisee the operation of the Licensed Business in accordance with the current version of the Manual(s) and to remind Franchisee that, if Franchisee has questions about the proper procedure under the Manual(s) to obtain clarification from the Franchisor. Upon Franchisor's request, Trainer will immediately modify the training to comply with the Manual(s).

Franchisor undertakes as follows:

Franchisor will be responsible for determining whether Franchisee has achieved a level of competency sufficient to satisfy the training requirement under the Franchise Agreement.

By signing below, the parties each hereby agree to be bound by this Consent, Waiver and Release for Training Agreement.

Executed this _____ day of _____, _____

Trainer:

_____

Address: _____

_____

Franchisee

_____

Address: _____

_____

Franchisor:
SASQUATCH STRENGTH FRANCHISE LLC

By: _____

(Print Name) _____

(Title) _____

_____
initials

EXHIBIT

I. Confidentiality Agreement–Additional Information

[Applicable only if additional information requested by Franchisee]

This Confidentiality Agreement is entered into by and between _____ _____(Franchisee) and SASQUATCH STRENGTH FRANCHISE LLC (Franchisor).

Whereas Franchisee is considering purchasing a SASQUATCH STRENGTH® Franchise;

Whereas Franchisee has requested additional information from Franchisor;

Whereas the Franchisor regards the information Franchisee has requested to be proprietary, Confidential Information, and Trade Secrets;

Whereas, notwithstanding the foregoing, Franchisor is willing to provide certain additional information, but only upon the terms of this Confidentiality Agreement.

Therefore, the parties agree as follows, acknowledging the existence and sufficiency of consideration, and fully intending to be bound hereby.

1. Upon receipt of this Confidentiality Agreement, unaltered and fully executed by Franchisee, Franchisor will make a reasonable effort to provide to Franchisee one copy of the following information (the "Confidential Information"):

_____

_____

_____

_____

_____

2. Franchisee shall be entitled to review the Confidential Information and may permit Franchisee's advisors with a genuine need to know and who are disclosed herein, including attorneys, accountants and confidential business advisors, to review it. No person shall make any reproduction, photo, electronic or other copy of the Confidential Information or any part thereof for any purpose, including summaries. No person shall use the Confidential Information or any part thereof for any purposes except as specifically permitted pursuant to this Confidentiality Agreement. Franchisee warrants that every person, including attorneys, accountants and confidential business advisors, who reviews any portion of the Confidential Information shall be subject to this Confidentiality Agreement, has been informed of the contents of this Confidentiality Agreement before reviewing any of the Confidential Information and has indicated, in writing, a willingness to be bound by this Confidentiality Agreement.

Franchisee's advisors whom Franchisee may permit to review the Confidential Information on Franchisee's behalf are as follows. Franchisee shall not, directly or indirectly, permit any other person to review the Confidential Information or any part thereof:

Name	Address & Telephone	Relationship to Franchisee

[Attach and initial an additional page if necessary]

3. Franchisee agrees that, immediately upon completion of Franchisee's review of the Confidential Information, regardless of whether Franchisee ever purchases a SASQUATCH STRENGTH® franchise, to return the original and all copies of the Confidential Information to Franchisor, including all summaries of the information contained therein.

_____
initials

Attachment B –Agreements

4. No person shall ever transfer or convey the Confidential Information or any part thereof to any person not specifically authorized to review the information pursuant to this Agreement. No person shall ever use, directly or indirectly, the Confidential Information or any part of it for any purpose whatsoever except as specifically permitted by this Confidentiality Agreement.

5. In the event Franchisee or any person authorized or permitted by Franchisee or this Confidentiality Agreement to review or possess any of the Confidential Information violates this Confidentiality Agreement, in addition to all other remedies available to Franchisor, Franchisee agrees to defend, hold harmless and indemnity Franchisor and its officers, directors, attorneys, agents and assigns, from and against any claims and liability arising out of or resulting from the violation, including, but not limited to claims by any person that the information provided constituted earnings claims or financial performance information which was unlawfully provided to a prospective franchisee. The obligation to defend, indemnify and hold harmless contained in this Paragraph shall specifically require Franchisee to pay any attorneys fees, costs and expert witness fees incurred by Franchisor and the other beneficiaries of this Paragraph in defending any such claim or in monitoring Franchisee's defense of any such claim.

6. In the event Franchisee or any person authorized or permitted by Franchisee or this Confidentiality Agreement to review or possess any of the Confidential Information violates this Confidentiality Agreement, in addition to all other remedies available to Franchisor, Franchisee agrees to pay to Franchisor, as liquidated damages, an amount calculated as the greater of: (a) all Gross Revenues of the person or entity who improperly had any of the Confidential Information during the time the person or entity retained or used any of the Confidential Information for any purpose; or (b) $250.00 per page, or equivalent, of Confidential Information as to which this Confidentiality Agreement is violated for each day that any provision of this Confidentiality Agreement is violated. Franchisee acknowledges and agrees that calculating actual damages would be impossible and that the liquidated damages calculated pursuant to this Paragraph would be a reasonable approximation of actual damages Franchisor would sustain on account of such breach and does not constitute a penalty.

7. In the event Franchisee or any person authorized or permitted by Franchisee or this Confidentiality Agreement to review or possess any of the Confidential Information violates this Confidentiality Agreement, in addition to all other remedies available to Franchisor, Franchisor shall be entitled to obtain a temporary and a permanent injunction or similar equitable relief from any court having jurisdiction thereof and any statutory or other requirement of a bond in excess of $100.00 as a condition of obtaining such relief is hereby waived to the extent permitted by applicable law.

8. This Agreement shall be construed under the laws of the State of Washington and jurisdiction and venue of any action brought to enforce or interpret this Agreement shall be in King County, Washington. Terms defined in the Franchise Agreement shall have the same meanings in this Agreement.

9. If any action is brought to enforce or interpret this Confidentiality Agreement, the substantially prevailing party, in addition to all other remedies, shall be entitled to an award of their attorneys fees and costs, including expert witness fees and any fees on appeal.

_____
initials

Attachment B –Agreements

10. This Confidentiality Agreement is the complete agreement of the parties with regard to the Confidential Information and supersedes any prior or contemporaneous written or unwritten communications, representations or agreements.

11. Time is of the essence of this Agreement.

Dated: _____

Franchisee(s)

_____
Franchisee

_____
Franchisee

Franchisor

SASQUATCH STRENGTH FRANCHISE LLC

By _____
(Print Name) _____
(Title) _____

500 108th Ave NE Suite 1100
Bellevue, WA 98004

Tel: 425-300-2742

_____
initials

EXHIBIT

J. Termination & Release Agreement

Mutual Termination of Franchise Agreement and Release

This Mutual Termination of SASQUATCH STRENGTH® Franchise Agreement and Release is entered into by and between _____ (Franchisee) and Sasquatch Strength Franchise LLC (Franchisor).

WHEREAS Franchisee is a franchisee of Franchisor pursuant to a franchise agreement dated _____ (the Agreement), governing a Licensed Business located at _____ _____ _____;

WHEREAS Franchisor has approved Franchisee's request to sell or assign the franchise and Licensed Business or to renew or extend the franchise, one requirement of which approval is execution of this Mutual Termination of Franchise Agreement and Release;

WHEREAS Franchisee and Franchisor desire to mutually terminate the Agreement and wind up and resolve all matters between them relating to or arising out of the Agreement and their relationship as Franchisor and Franchisee; and

WHEREAS Franchisee and Franchisor each desire to be bound by the terms of this Mutual Termination of SASQUATCH STRENGTH® franchise Agreement and Release,

NOW THEREFORE, the parties hereby agree as follows, acknowledging that each has received adequate consideration for this agreement.

1. Franchisee and Franchisor each acknowledge and agree that, by entering into this Agreement, all of their respective rights under the Agreement are terminated except only as specifically reserved herein.

2. Except for any remaining financial obligations of Franchisee to Franchisor for franchise fees or for merchandise purchased and except for any post-termination requirements of the Agreement, including those relating to competition and Trade Secrets, all claims, demands, rights, duties, obligations, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, torts, judgments, executions, liabilities, damages, injunctions, assignments, suits or causes of action of every kind and nature, however or wherever arising, whether known or unknown, foreseen or unforeseen, direct, indirect, contingent or actual, liquidated or unliquidated, which have arisen or which might or could arise under federal, state or local law from any relationship under the Agreement (including any supplier-purchaser relationship) or under any agreement in connection therewith, or from the execution, inducement, operation under or termination of the Agreement and any services to Franchisee thereunder or under any prior agreement relating to the Licensed Business, existing or arising at any time prior to or at the time of the execution hereof or the Effective Date (whichever is later) are hereby mutually satisfied, acquitted, discharged and released by Franchisee and Franchisor, it being the express intention of each party that this Release is as broad as permitted by law.

3. Franchisee intends this Release to acquit and forever fully discharge Franchisor and any parent or direct or indirect subsidiary thereof, any division, affiliate or supplier who provided merchandise for Franchisee's operation of the Licensed Business, and its and their respective officers, directors, agents, employees, representatives, successors and assigns, and all other persons, firms or corporations who have acted in agreement or in concert with any of them or with Franchisee.

4. This Mutual Termination and Release shall be binding upon Franchisee and the heirs, legal representatives, successor and assigns of Franchisee and upon Franchisor and its successors and assigns.

_____
initials

5. Nothing herein shall be construed as waiving any non-waivable provisions of any applicable federal or state law governing franchising. This Agreement shall not be understood to prevent Franchisee from entering into a new or renewal franchise agreement for a renewal term provided Franchisee meets all applicable prerequisites.

6. Franchisee has either been advised by independent counsel before signing this or, acknowledging the need for independent counsel, knowingly waives any such review and advice.

7. In the event of litigation or arbitration to enforce this Agreement, the substantially prevailing party shall be entitled to its reasonable attorney's fees in addition to all other sums owed pursuant to this Agreement or otherwise.

8. The Effective Date of this document shall be: _____

Franchisee(s)	**Franchisor**
	Sasquatch Strength Franchise LLC
_____	
, Franchisee	By: _____
	_____, _____
_____	
, Franchisee	

_____
initials

Attachment C – List of Outlets

Attachment C–List of Outlets

Information is current as of October 1, 2022.

Sasquatch Strength® franchisees:

Avid Academy, Inc.
2273 140th NE
Bellevue Washington 98005
425-217-0530

Tsiat'Ko, LLC*
126 Central Way
Kirkland, Washington 98033

The following were signed but not open:

Bigfoot Strong LLC
Florida
407-539-4887

* Note: Tsiat'Ko, LLC was terminated as of May 16,2022.

The following franchisees have had a franchised store at which they ceased to do business under the franchise agreement during the most recently completed fiscal year. The addresses and telephone numbers are the last known to the Franchisor.

Franchisee & Last Known Contact Information:

None*

* Note: Tsiat'Ko, LLC was terminated as of May 16,2022.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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Attachment D–Manual Table of Contents

FRANCHISE OPERATIONS Manual- Total pages, approximately150.

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Attachment E – Registered Agents

Registered Agents

Attachment E–Registered Agents

Franchisor's agents for service of process are as follows:

California:
Department of Financial Protection and Innovation
One Sansome St Ste 600,
San Francisco, California 94104

Connecticut:
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, CT 06103

Florida:
Department of Agriculture & Consumer Services
Division of Consumer Services
P.O. Box 6700
Tallahassee, FL 32314-6700

Hawaii:
Business Registration Division
Department of Commerce and Consumer Affairs
1010 Richards Street
Honolulu, HI 96813

Illinois:
Illinois Attorney General
Office of Attorney General
500 S Second
Springfield, IL 92796

Indiana:
Indiana Secretary of State
201 State House
Indianapolis, IN 46204

Iowa:
Director of Regulated Industries Unit
Iowa Securities Bureau
340 Maple
Des Moines, IA 50319-0066

Maryland:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

Michigan:
Franchise Administrator
Michigan Department of Attorney General
670 Law Building
Lansing, MI 48913

Minnesota:
Minnesota Commissioner of Commerce
85 7th Place East Ste 500
St Paul MN 55101-2198

Nebraska:
Department of Banking & Finance
1200 N Street, Suite 311
P.O. Box 95006
Lincoln, NE 68509

New York:
New York Secretary of State
99 Washington Avenue
Albany, NY 12231

North Dakota:
Franchise Examiner
Office of Securities Commissioner
600 East Boulevard, Fifth Floor
Bismarck, ND 58505

Oregon:
Director
Department of Consumer and Business Services
Corporate Securities Section
Labor and Industries Building
Salem, OR 97310

Attachment E – Registered Agents

Rhode Island:
Chief Securities Examiner
Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota:
Franchise Administrator
Division of Securities
118 West Capitol
Pierre, SD 57501

Texas:
Secretary of State
P.O. Box 12887
Austin, TX 78711

Virginia:
Clerk
State Corporation Commission
1300 E Main Street, 1st Floor
Richmond, VA 23219

Washington:
Director
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501-6456

Wisconsin:
Franchise Administrator
Division of Securities
Department of Financial Institutions
PO Box 1768
Madison, WI 53701

Attachment F – State Agencies

Attachment F–State Agencies

The State agencies involved with franchising are as follows:

California:
Department of Financial Protection and Innovation
One Sansome St Ste 600,
San Francisco, California 94104

Connecticut:
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, CT 06103

Florida:
Department of Agriculture and Consumer Services
Division of Consumer Services
227 N. Bronough Street, Suite 7200
Tallahassee, FL 32301

Hawaii:
Business Registration Division
Department of Commerce and Consumer Affairs
1010 Richards Street
Honolulu, HI 96813

Illinois:
Franchise Bureau
Office of Attorney General
100 W. Randolph Street, Room 12-178
Chicago, IL 60601

Indiana:
Franchise Section
Secretary of State
302 West Washington Street
Indianapolis, IN 46204

Iowa:
Director of Regulated Industries Unit
Iowa Securities Bureau
340 East Maple
Des Moines, IA 50319-0066

Maryland:
Office of the Attorney General
Securities Division
200 St. Paul Place, 20th Floor
Baltimore, MD 21202-2020

Michigan:
Franchise Administrator
Michigan Department of Attorney General
670 Law Building
Lansing, MI 48913

Minnesota:
Minnesota Commissioner of Commerce
85 7th Place East Ste 500
St Paul MN 55101-2198

Nebraska:
Department of Banking and Finance
1200 N Street, Suite 311
PO Box 95006
Lincoln, NE 68509

New York:
Bureau of Investor Protection and Securities
New York State Department of Law
120 Broadway, 23rd Floor
New York, NY 10271

North Dakota:
Franchise Examiner
Office of Securities Commissioner
600 East Boulevard, Fifth Floor
Bismarck, ND 58505

Oregon:
Director
Department of Consumer and Business Services
Corporate Securities Section
Labor and Industries Building
Salem, OR 97310

Attachment F – State Agencies

Rhode Island:
Chief Securities Examiner
Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota:
Franchise Administrator
Division of Securities
118 West Capitol
Pierre, SD 57501

Texas:
Statutory Document Section
PO Box 12887
Austin, TX 78711

Utah:
Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
PO Box 45804
Salt Lake City UT 84145-0804

Virginia:
State Corporations Commission
Division of Securities and Retail Franchising
1300 E Main Street, 9th Floor
Richmond, VA 23219

Washington:
Director
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98507-9033

Wisconsin:
Franchise Administrator
Division of Securities
Department of Financial Institutions
PO Box 1768
Madison, WI 53701

The Address of the United States Federal Trade Commission is:
Federal Trade Commission
Washington, D.C. 20580

Attachment G - State Law Addendum

Attachment G–State Law Addendum

California Addendum

(Applies only to California franchisees)

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

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER, BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

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

YOU MUST SIGN A GENERAL RELEASE OF CLAIMS IF YOU TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER BY THE PERSON ACQUIRING A FRANCHISE OF CERTAIN RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF CERTAIN RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

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.)

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

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

You must resolve disputes through binding arbitration. The arbitration will occur at King County, Washington, USA, with the costs of arbitration being borne equally by the parties. Each party will bear its own expenses, including attorney's fees. 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.

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, We will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

The franchise agreement requires application of the laws of the State of Washington as to matters not covered by the California Franchise Investment Law. This provision may not be enforceable under California law.

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initials

Attachment G - State Law Addendum

Our Web Site URL is www.sasquatchstrength.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

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initials

Indiana Addendum

(Applies only to Indiana franchisees)

Indiana law prohibits requiring you to prospectively agree to a release or waiver which purports to relieve any person from liability imposed by the Indiana Franchise Practices Act (IC 23-2-2.7(5)). The Franchise Agreement shall be deemed amended to the extent necessary to comply with IC 23-2-2.7(5).

Indiana law limits the parties agreement to resolve disputes in any jurisdiction outside of Indiana (IC 23-2-2.7(10). Subject to the Federal Arbitration Act, the Franchise Agreement shall be deemed amended and the forum for any court proceedings shall be in Indiana.

This state law addendum, if applicable, is a part of the Franchise Agreement and supersedes any inconsistent term(s) of the Franchise Agreement.

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initials

Attachment G - State Law Addendum

Illinois Addendum to the Franchise Disclosure Document

(Applies only to Illinois franchisees)

The Illinois Franchise Disclosure Act, Section 4, prohibits any agreement that specifies jurisdiction or venue of any lawsuit in a place outside of the state of Illinois. The Act does permit agreements to require you to arbitrate outside the state of Illinois. The Act prohibits choice of law provisions that would require the application of any laws except the laws of the state of Illinois (Section 41). You cannot waive any of your rights given to you by the Illinois Franchise Disclosure Act (Section 41). You may have other rights under the Illinois Franchise Disclosure Act or other laws of the state of Illinois. To the extent that the Franchise Agreement is inconsistent with Illinois law, the inconsistent terms of the Franchise Agreement will not be enforced and the terms of the applicable Illinois law shall apply.

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initials

Attachment G - State Law Addendum

Minnesota Addendum

(Applies only to Minnesota franchisees)

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. §80C.214, Subds. 3, 4, and 5 which require, except in certain specified cases, that We give you 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the franchise agreement.

We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name, to the extent required by Minn. Stat. §80C.12, Subd. 1(g).

To the extent governed by Minn. Rule 2860.4400J, you shall not be deemed to have waived any rights under Minnesota law. You shall not be deemed to have consented to Us obtaining injunctive relief, although We may seek injunctive relief. A Court or the arbitrators shall determine whether to require a bond as a condition of injunctive relief.

This state law addendum, if applicable, is a part of the Franchise Agreement and supersedes any inconsistent term(s) of the Franchise Agreement.

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initials

Attachment G - State Law Addendum

New York Addendum
(Applies only to New York franchisees)

Item 3 of the Franchise Disclosure Document is amended to read as follows:

Neither We nor any person identified in Item 2 above have any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against us alleging a violation of any franchise law, antitrust or securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither We nor any person identified in Item 2 above have been convicted of a felony or pleaded *nolo contendere* to any felony charge or during the 10 year period immediately preceding the date of this offering circular, been convicted of or pleaded nolo contendere to a misdemeanor charge been held liable in any other civil action by final judgment or been the subject of any other material complaint or other legal proceeding where such felony, misdemeanor civil action, complaint or other legal proceeding involved violation of any franchise law, antifraud or securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither We nor any person identified in Item 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of 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 by 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.

Item 4 of the Franchise Disclosure Document is amended to read as follows:

During the 10 year period immediately preceding the date of the offering circular neither We nor any predecessor, affiliate, current officer or general partner of Us has been the subject of a bankruptcy proceeding, been adjudged bankrupt or reorganized due to insolvency or been a principal officer of a company or a general partner of a partnership at or within one year of the time that such company or partnership became the subject of a bankruptcy proceeding or was adjudged bankrupt or reorganized due to insolvency or is subject to any such pending bankruptcy or reorganization proceeding

Item 5 of the Franchise Disclosure Document is amended by adding the following: We will use the Initial Fee for the purposes of covering the costs of selling the franchise and other franchises, for your initial training, for general overhead and for profit.

Item 17 of the Franchise Disclosure Document is amended by changing the caption and preliminary statement to read as follows:

Item 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT.

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initials

Attachment G - State Law Addendum

WE HAVE NOT KNOWINGLY OMITTED FROM THE FRANCHISE DISCLOSURE DOCUMENT ANY MATERIAL FACT NOR DOES THE FRANCHISE DISCLOSURE DOCUMENT CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

This state law addendum is a part of the Franchise Agreement and supersedes any inconsistent term(s) of the Franchise Agreement.

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initials

Attachment G - State Law Addendum

Washington Addendum
(Applies only to Washington franchisees)

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 collectible 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.

This state law addendum is a part of the franchise agreement and supersedes any inconsistent term(s) of the franchise agreement.

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initials

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:

State	Effective Dates
WA	Pending
NY	Pending

In all the other states, the effective date of this Franchise Disclosure Document is the issuance date of October 1, 2022.

Receipt

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 SASQUATCH STRENGTH FRANCHISE LLC offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement with or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If SASQUATCH STRENGTH FRANCHISE 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 on Attachment F.

The following are our franchise sellers (please check as appropriate):

☐ Isaac Vaisberg, Sasquatch Strength Franchise LLC, 500 108th Ave NE Suite 1100, Bellevue, WA 98004; 425-300-2742;

☐ Other:_____.

Date of Issuance: October 1, 2022.

See Attachment E for our registered agents authorized to receive service of process.

I have received a disclosure document dated October 1, 2022 (Footer code: DD-22A) that included the following Exhibits:

Attachment A - Audited Financial Statements

Attachment B - Franchise Agreement with:

- Exhibit A, State Law Addenda
- Exhibit B Location of Licensed Business;
- Exhibit C, Assignment of Telephone Numbers
- Exhibit D, Lease Conditional Assignment Agreement
- Exhibit E, Personal Guarantee
- Exhibit F, Trade Secrets and Confidentiality Agreement
- Exhibit G, Mutual Termination and Release Agreement
- Exhibit H, Consent, Waiver and Release for Training
- Exhibit I, Confidentiality Agreement—Additional Information
- Exhibit J. Termination and Release Agreement

Attachment C– List of Current and Former franchisees

Attachment D– Manual Table of Contents

Attachment E– Agents for Service of Process

Attachment F– State Agencies

Attachment G– State Law Addenda

DATED: _____

_____
SIGNATURE

_____
NAME (Please print)

Address: _____

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Receipt

Receipt

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Attachment F– State Agencies

Attachment G– State Law Addenda

DATED: _____

_____
SIGNATURE

_____
NAME (Please print)

Address: _____

_____

_____