FRANCHISE DISCLOSURE DOCUMENT

Blueprint LA Franchise, LLC
a Delaware limited liability company
23871 Madison Street
Torrance, CA 90505
(310) 378-3800
E-mail: Franchise@TheBlueprintLA.com
Website: www.blueprintla.com/franchise

The franchisee will operate a single full-service fitness facility under the name Blueprint LA™. Blueprint LA™ facilities offer members access to unique personal fitness and group training fitness classes. The total initial investment necessary to begin operation of the franchised business ranges from $224,870 to $442,372. This includes $125,000 to 175,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all 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 Kyle Flynn at 23871 Madison Street, Torrance, California 90505 and (310) 378-3800.

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.

Issuance Date: August 1, 2023

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.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Blueprint LA 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 Blueprint LA franchisee?	Item 20 lists 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

QUESTION	WHERE TO FIND INFORMATION
	disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 California. 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 California than in your own state.

2. **Short Operating History.** The franchisor is at an early state of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

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

4. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES OR STATE SPECIFIC AMENDMENTS, IF ANY, APPEAR IN STATE SPECIFIC ADDENDA TO THE DISCLOSURE DOCUMENT IN EXHIBIT E, OR IN STATE SPECIFIC ADDENDA TO THE FRANCHISE AGREEMENT IN EXHIBIT D.

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “us” or “we” or “our” means the franchisor – Blueprint LA Franchise, LLC, a Delaware limited liability company. “You” means the person who buys the franchise. If the franchisee is a corporation, limited liability company or other entity, “you” may also refer to its owners. When an action or provision requires our consent, that means our prior written consent.

Franchisor, Parents and Affiliates

We conduct business under the name Blueprint LA™. We are a Delaware limited liability company formed on March 15, 2023. Our principal place of business is 23871 Madison Street, Torrance, California 90505. Our telephone number is (310) 378-3800. We do not have any predecessors, parents or affiliates that offer franchises or provide products or services to our franchisees.

Agents for Service of Process

Our agents for service of process are disclosed in **Exhibit B**.

The Business We Offer

We offer a franchise under the name Blueprint LA to operate a single full-service fitness facility under the name Blueprint LA™. Blueprint LA fitness facilities offer members group fitness classes that are primarily cross-training bootcamp-style. There are also 45-day challenges, special events, and outdoor workouts. In addition, Blueprint LA offers personal training in private or small group settings. Blueprint LA provides a specific onboarding process for new members that starts with a 3-day free trial that includes a fitness assessment and goal-setting session. Blueprint LA also offers proprietary branded merchandise such as tee shirts and workout gear. We are in the business of granting and administering a franchise program for the operation by franchisees of Blueprint LA. We do not currently conduct any business activities other than franchising businesses that operate Blueprint LA fitness facilities.

Market

Your Blueprint LA fitness facility will compete with other fitness clubs and businesses that offer similar products and services, including other local fitness clubs and national fitness center chains. The market for fitness clubs is developed and competitive. You will offer your products and services to the general public.

Applicable Regulations

In addition to laws and regulations that apply to businesses generally, you may be subject to regulations relating to the operation of a fitness facility in your state, city or county, including laws governing public health and safety codes and ordinances.

As of the date this Disclosure Document was issued, there are no national regulations that apply specifically to the operation of fitness centers. However, many states, and some municipalities, have laws and regulations that apply specifically to membership contracts, operations and licenses. Many states limit the length of your customer contracts, provide for specific provision to be included in those contracts, prescribe the format or type size for the contract, and provide customers the right to terminate their contracts. Applicable regulations may also require you to obtain a bond to protect pre-paid membership fees you collect or have other requirements relating to pre-paid membership fees. Some states and municipalities have also enacted laws requiring fitness centers to have a staff person available during all hours of operation, and in some cases this person may be required to be certified in basic cardiopulmonary resuscitation, or have other specialized training. In addition, some laws require a fitness center to have an automated external defibrillator ("AED") and other first aid equipment on the premises, and some may require you to take other safety measures. There may also be laws requiring you to post signs concerning steroid and other drug use. Some states impose sales taxes on club memberships. There may also be special permits required for you to operate some or all of your business.

We also require that you are certified as a personal trainer by one of the following: National Academy of Sports Medicine (NASM), National Exercise and Sports Trainers Association (NESTA) or American Council on Exercise (ACE).

Because you will accept credit cards, you will also have to comply with any general laws and regulations relating to the acceptance of credit cards, including the Payment Card Industry ("PCI") Data Security Standard ("DSS"). Compliance with the PCI DSS is your responsibility. You must also comply with data privacy laws that affect the safekeeping of member information, and regulations that apply to electronic marketing, like faxes, emails, text messaging and telemarketing.

There are also state and federal laws and regulations that apply to credit transactions, such as the Federal Truth in Lending Act and Regulation Z, and various other credit related statutes like the Equal Credit Act and Fair Debt Collection Practices Act. These laws and regulations vary from state to state and may affect your operations.

You must also comply with all data protection and privacy laws. In particular, you may not copy, transfer or use data on current or past customers such as their names, addresses, phone numbers or email addresses, or provide that information to third parties.

Other applicable regulations include those concerning smoking, sanitation, discrimination, employment and sexual harassment laws as well as the Americans with

Disabilities Act, which requires readily accessible accommodations for disabled individuals and may affect your operations. It is your responsibility to comply with these laws and obtain any necessary approvals or licenses before you open for business. You should consult with your own advisors and the government agencies in your state for information on how these laws apply to you. Among the laws and regulations that apply to businesses generally, you must comply with the Patient Protection and Affordable Care Act, 42 USC 18001.

Prior Experience

We have not operated any Blueprint LA fitness centers, but our affiliate, The Blueprint Training Center, LLC has done so since 2015.

We began offering franchises on the date this Disclosure Document was issued. None of our affiliates offer franchises. Neither we nor our affiliates have offered franchises in any other line of business.

ITEM 2

BUSINESS EXPERIENCE

Founder and CEO: Kyle Flynn

Mr. Flynn has served as our founder and CEO since our initial organization in March 2023. Since 2015, Mr. Flynn has also been the managing member and owner of The Blueprint Training Center, LLC, our affiliate that operates the Blueprint LA fitness facility in Torrance, California.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

You must pay us an initial franchise fee of $50,000 in a lump sum when you sign the Franchise Agreement. The initial franchise fee is non-refundable, and is uniform for all franchisees except as described below.

Franchisees granted the right to develop additional locations will pay a reduced fee equal to 80% of the then-current initial franchise fee for each additional location. If you are a United States military veteran who was honorably discharged, you pay an initial fee of $45,000, which represents a 10% discount from the standard initial franchise fee, for your initial Blueprint LA franchise.

You must also purchase your initial fitness equipment that includes rubber floor, turf, barbells, dumbbells, kettlebells, racks, medicine balls, ropes, super bands, and other fitness equipment from us and our designated supplier. We estimate that amount to be between $75,000 and $125,000.

ITEM 6

OTHER FEES

Franchise Agreement

Type of Fee	Amount	Due Date	Remarks
Royalty Fees	7% of gross revenues	Weekly	See Note 1.
System Marketing Fund Contributions	Up to 3% of gross revenues; currently 2% of gross revenues	Weekly	See Note 2.
Local Marketing Payments	$2,000 per month for the first year of operations; $1,000 per month thereafter	Monthly	See Note 3.
Ongoing Training Fees	Currently up to $500 per training session	Before beginning training	See Note 4.
Additional Training Assistance	Currently $1,000 per day, per trainer, plus travel and related expenses	Before beginning training	See Note 5.
Alternative Supplier Evaluation Fee	Our costs	Upon demand	See Note 6.

Type of Fee	Amount	Due Date	Remarks
Conference Fee	Currently $500 per person (non-attendance fee currently $750 per location)	As required	See Note 7.
Successor Fee	$5,000	Upon your notice of renewal	See Note 8.
Transfer Fee	2/3 of the then-current undiscounted initial franchise fee; 1/3 of the then-current undiscounted initial franchise fee if transferee is an existing franchisee; $1,500 if to existing owners or no change of control	$5,000 upon application to transfer and the balance before transfer concluded	See Note 9.
Relocation Fee	25% of the then-current undiscounted initial franchise fee	50% of this fee upon notice that you wish to relocate; balance is due when we consent to a new site	See Note 10.
Technology Fee	Currently $100 per week	Weekly	See Note 11.
Grand Opening Advertising	$15,000 to $20,000 (plus local expenditures)	At least 90 days before opening	See Note 12.
Insufficient Funds Fee	$250 per occurrence	Upon demand	See Note 13.
Audit Fee	Cost of audit	Upon demand	See Note 14.
Reimbursement of Insurance Costs	Premiums, costs and expenses	Upon demand	See Note 15.
Management Fee	Currently 10% of gross revenues plus costs and expenses (minimum $250 per day)	Weekly	See Note 16.

Type of Fee	Amount	Due Date	Remarks
Indemnification	Payment of our losses and costs	Upon demand	See Note 17.
Costs and Attorney's Fees	Attorney's fees and costs	Upon demand	See Note 18.
Late Fee	Lesser of 2% per month or maximum amount permitted by law	When payment is overdue	See Note 19.

ALL FEES ARE IMPOSED BY AND ARE PAYABLE TO US, UNLESS OTHERWISE NOTED. WE MAY VARY THE FREQUENCY AND METHOD OF PAYMENT OR COLLECTION. WE MAY REQUIRE YOU TO PAY FEES VIA ELECTRONIC WITHDRAWAL FROM YOUR BANK ACCOUNT AND YOU MUST SIGN ALL FORMS NECESSARY TO ALLOW US TO WITHDRAW FUNDS FROM YOUR ACCOUNT. ALL FEES ARE UNIFORMLY IMPOSED AND NON-REFUNDABLE, UNLESS OTHERWISE SPECIFICALLY NOTED. IF YOU ARE LOCATED IN A STATE IN WHICH WE DO NOT HAVE AN OFFICE OR OTHER PHYSICAL PRESENCE, AND THE STATE OR LOCAL TAXING AUTHORITY IMPOSES A TAX ON ANY PAYMENT YOU ARE REQUIRED TO MAKE TO US (EITHER BY REQUIRING YOU TO WITHHOLD THE AMOUNT OF THE TAX OR BY REQUIRING US TO PAY IT), YOU MUST PAY US THE DIFFERENCE BETWEEN THE PAYMENT AS ORIGINALLY CALCULATED AND THE PAYMENT WE RECEIVE FROM YOU AFTER DEDUCTING THE TAX IF WE DO NOT RECEIVE A REFUND OR CREDIT.

Notes:

1. Gross revenues means all revenues you receive from the operation of the franchised business (including any payments under your business interruption insurance coverage) deducting only amounts paid to any governmental tax authority and any customer refunds made in accordance with our policy. You must also include all sales generated from offsite activities in your gross revenues. You may not conduct any offsite activities without our consent. You must also complete and deliver to us a report of your gross revenues in the format we designate. If you fail to deliver the report to us as required, we may estimate your gross revenues and withdraw royalty fees from your account.

2. We require that you contribute this amount to our system marketing fund. You must pay system marketing fund contributions at the same time and manner as the royalty fees. We can adjust the percentage of gross revenues that you must contribute to this fund at any time.

3. As of the date this Disclosure Document was issued, we collect this amount from you and then pay it to a Hype Media Group to conduct local marketing on your behalf. If

you do not meet the minimum performance requirements, we may increase this amount. We do not retain any of these amounts or receive a rebate from Hype Media Group.

4. We do not charge a separate fee for providing initial training to you or your manager. There may be ongoing training that is required of franchisees. Ongoing training fees are for additional scheduled training at your Blueprint LA fitness facility or a regional training center.

5. If we determine that additional training is necessary due to your location underperforming or your failure to comply with our standards, or if we agree to conduct additional training or provide additional operations assistance at your request, we will charge you this fee. The fee is subject to change and the then-current fee will be maintained in the Blueprint LA™ Standards Manual. If the training or operations assistance is provided on-site at your facility, you must also reimburse the trainer's travel, lodging and food expenses. You must pay this to us before we provide the additional training or operations assistance. If you replace your manager, we may charge a fee to provide the initial training program to your replacement manager.

6 If you request our approval for an alternative supplier for any products or services you use in your Blueprint LA fitness facility, you must reimburse us for our costs to evaluate and approve an alternative supplier. This fee is payable when you request us to evaluate a proposed supplier, and is not refundable if we do not approve the supplier.

7. We may require you to attend an annual national or regional franchisee conference. If we do so, we may require you to pay a per person fee to defray our costs. If we require you to attend a national or regional conference and you do not do so, you may have to pay a non-attendance fee.

8. You must pay this fee when you send us notice that you wish to renew and sign a successor agreement. You must be in good standing to renew. There are other conditions to renewal. If we do not consent to the renewal, we will refund the fee to you less any expenses we incurred in evaluating and processing your request for renewal.

9. You pay 1/3 of the then-current initial franchise fee if the transferee is one of our existing franchisees that we have approved to develop additional locations, and 2/3 of the then-current initial franchise fee if the transferee is not one of our existing franchisees. You must pay $5,000 of the transfer fee to us when you submit an application to transfer. This payment is non-refundable. You must pay the balance of the transfer fee before the transfer is final and it is non-refundable. If the transfer is: (a) among existing owners of the franchisee; or (b) to a new owner but the transfer does not change the majority ownership or control of the franchisee, the transfer fee is $1,500. It is payable when the transfer is approved and is non-refundable. If you are an individual transferring your Franchise Agreement to an entity, you must pay us for our expenses in processing the transfer. You must also sign a personal guaranty, an assumption agreement and a personal services agreement. There are other conditions to your ability to transfer.

10. If you request our approval for you to relocate your Blueprint LA and we agree, you must pay this fee to us for our assistance in evaluating the new site, reviewing your new lease terms and lease document, assisting you with the design of the new location, assisting you in coordinating suppliers for the new location and providing you with onsite opening support and marketing planning assistance. Any amounts you must pay us upon your request to relocate is non-refundable.

11. You must pay technology fees to us or to third-party providers we designate for technology items which may include: (a) app development and maintenance; (b) licensing and help desk fees for required software; (c) licensing or user-based fees for a franchise portal or benchmarking platform we may create or select for use by franchisees; (d) fees related to exposure on our website; or (e) other technology uses we may require. These technology fees must be paid at the same time and manner as the royalty fees and may increase.

12. You must conduct grand opening marketing and promotions beginning 90 days before you open your Blueprint LA fitness facility and continuing for 30 days after opening. You must obtain our consent to any expenditures, and we may elect to collect the funds from you and spend them on your behalf. In addition to these amounts, we require you to spend $5,000 to $10,000 on additional local opening marketing and promotions that we approve.

13. We may elect to collect monies from you via electronic funds transfer (EFT). You must pay us our then-current fee per occurrence if there are insufficient funds in your account or if we accept your check and it is dishonored.

14. You must pay the cost of an audit of your records by us only if the audit shows an understatement of at least 2% of fees due for the period audited. The cost of the audit will vary depending on factors such as the amount of time that is the subject of the audit and the state of your records and will include accounting and legal fees, travel expenses, room and board and compensation for our representatives. We may audit your records at any time without notice. This fee is in addition to any delinquent fees and late charges.

15. If you fail to obtain and maintain the insurance coverage we specify, we may obtain the insurance for you and your franchised business and you must reimburse us for all premiums, costs and expenses we incur.

16. If you request that we manage your Blueprint LA fitness facility and we agree to do so or if you are in default under the Franchise Agreement and we elect to manage your franchised business, you must pay us our then-current management fee, which, as of the date this Disclosure Document was issued, is 10% of gross revenues (minimum $250 per day) during the time that we are managing the franchised business plus our costs and expenses such as lodging and travel expenses of our personnel.

17. You must defend us and our affiliates and representatives and pay for any claims and losses to us resulting from your actions or failure to act.

18. If there is a dispute between us, the prevailing party will be entitled to attorney's fees and costs. If we obtain injunctive relief against you because you breach the Franchise Agreement's provisions concerning use of our trademarks, trade secrets or confidential information or if you do not comply with your obligations under the Franchise Agreement upon termination or expiration, you must also reimburse us for our attorney's fees and costs.

19. If you do not pay any amount when due, you must pay a late charge of 2% per month, or the maximum rate permitted by law, if less.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
Type Of Expenditure	**Amount**	**Method Of Payment**	**When Due**	**To Whom Payment Is To Be Made**
Franchise Fee	$50,000	Lump Sum	At execution of Franchise Agreement	Us
Utility & Security Deposits	$500-$1,000	Lump Sum	As incurred	Utilities
Rent (Note 1)	$17,500-$30,000	Lump Sum	As incurred	Landlord
Design & Architectural Fees (Note 2)	$7,000 - $15,000	As incurred	As incurred	Contractors
Leasehold Improvements (Note 3)	$10,000 - $125,000	As incurred	As incurred	Contractors
Signage (Note 4)	$5,000 - $10,000	As incurred	As Incurred	Contractors
Fitness Equipment (Note 5)	$75,000-$125,000	As incurred	As incurred	Us or Vendors

Furniture & Fixtures (Note 6)	$5,000 - $10,000	As incurred	As incurred	Vendors
POS/Back Office System (Note 7)	$2,500 - $5,000	As incurred	As incurred	Vendors
Electronic Equipment (Note 8)	$2,500 - $5,000	As incurred	As incurred	Vendors
Other Equipment (Note 9)	$500 - $1,000	As incurred	As incurred	Vendors
Professional Fees (Note 10)	$5,000 - $10,000	As incurred	As incurred	Professional Service Providers
Supplies (Note 11)	$500 - $2,000	As incurred	As incurred	Vendors
Initial Inventory and Uniforms (Note 12)	$500 - $1,000	As incurred	As incurred	Vendors
Insurance (Note 13)	$4,000- $6,000	As incurred	As agreed to with insurance provider	Insurance provider
Business Licenses and Inspections	$200- $500	As incurred	As incurred	Business Licensee provider and inspector
Training Expenses (Note 14)	$2,670- $4,372	As incurred	As incurred	Airlines, hotels, restaurants and other vendors
Grand Opening Advertising (Note 15)	$25,000- $30,000	As incurred	As incurred	Media and other vendors
Additional Funds – 3 months (Note 16)	$11,500	Varies	As incurred	Varies
TOTAL (Note 17)	**$224,870 - $442,372**			

Notes:

1. This estimate assumes that you will operate in a facility with 4,000 to 6,000 square feet with easy access and at least 30 parking spaces or enough spaces to satisfy customer demand and assumes you will have to pay three months' rent in advance.

2. You may need to work with an architect to develop floor plans and construction drawings for your Blueprint LA fitness facility. In addition to the architect's fees of the architect, these amounts also estimate fees to be paid to state and local agencies to obtain construction and use permits.

3. Leasehold improvement costs are costs associated with modifications to the physical structure of your facility. These costs will vary depending on numerous factors, including the size and configuration of the premises, the cost of materials for labor and construction, and the local costs of construction work. Additionally, the amount of tenant allowances granted by your landlord will also affect your costs. For purposes of this estimate, we have assumed that your facility will have the square footage described in Note 1, that it is an open space that already has sufficient plumbing and bathroom facilities and that you will not be installing air conditioning units.

4. This amount will vary depending upon the size of your facility, the type and amount of signage, signage codes and regulations at your location.

5. This amount includes rubber floor, turf, barbells, dumbbells, kettlebells, racks, medicine balls, ropes, super bands, and other fitness equipment.

6. Furniture and fixtures include the costs of TV monitors, reception desk, cubbies and/or lockers, décor, retail displays, etc.

7. This amount includes the set up costs for your point of sale and customer relations management system. It also includes one desk top computer, three iPads, printer, and MyZone receiver .

8. This amount includes speakers, TV monitors, and security cameras.

9. This amount includes mirrors, artwork, and other décor items.

10. This is our estimate of the cost for you to consult with independent legal and other professional advisors.

11. This amount includes costs for office supplies, bathroom supplies, and cleaning supplies.

12. Initial inventory includes a selection of branded merchandise, such as tee shirts and other apparel.

13. This amount covers insurance costs during your pre-opening period. It assumes that you will have to place a down payment or deposit on your initial insurance policies.

14. This amount varies depending on how far you are from our training locations and on the number of people attending training. You do not pay us a fee for the initial training. These estimated costs are those you and your managers may incur in travelling to our training facility.

15. You must conduct a grand opening marketing and promotions program for your Blueprint LA. You must spend a minimum of $25,000 to $30,000 on the program or we will collect $20,000 to $25,000 of that amount from you and spend it on your behalf. Your program will begin at least 90 days before you open your Blueprint LA fitness facility and continue for 30 days after opening. As part of our initial training program, we will discuss with you the marketing and promotions strategy to be used during the grand opening period. You must obtain our consent to the strategies you adopt for grand opening marketing and promotions.

16. These expenses are additional funds you may need to expend during the initial phase of the business (three months) including staff salaries, local advertising, insurance premiums, facility occupancy costs, and normal operating expenses such as utility, phone and janitorial services. They do not account for any salary or other payments to you. They are estimates and we cannot guarantee that you will not have additional expenses above this estimate when starting the business. Your costs will depend on factors such as how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the prevailing wage rate in your particular geographic area, competition and the level of revenue you reach during the initial phase of operations. We base our estimate of these expenses on our affiliate's experience.

17. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

All figures in Item 7 are estimates. We strongly advise that you review the estimated financial information with an advisor, such as a lawyer or an accountant. Actual costs will vary for each franchisee depending on a number of factors. The amounts payable to us are nonrefundable unless otherwise noted. The refundability of other amounts depends upon your agreement with the applicable supplier or other party.

We do not offer direct or indirect financing to franchisees for any items as of the date this Franchise Disclosure Document was issued, but we may suggest financing sources to assist you, including referring you to a third party lender.

ITEM 8

RESTRICTIONS ON SOURCES

OF PRODUCTS AND SERVICES

Approved Products and Services

All equipment, products and services used in or sold at your Blueprint LA must meet our specifications and standards. You must purchase your initial fitness equipment consisting of rubber floor, turf, barbells, dumbbells, kettlebells, racks, medicine balls, ropes, super bands, and other fitness equipment from us and our designated supplier. You must obtain our consent for all equipment, products and services you use and sell. You may only purchase equipment, products and services from suppliers we have designated or approved. We will issue specifications and standards and provide you with a list of equipment, products, services and suppliers in notices we send you or in the Blueprint LA™ Standards Manual and in bulletins and supplements to the Blueprint LA™ Standards Manual.

Designated Suppliers

We have the right to approve all suppliers of products or services. If you request us to evaluate a new product/supplier, we have the right to charge you for costs associated with the analysis.

You will be required to implement the software, computer and internet security procedures described in the Blueprint LA™ Standards Manual from vendors we designate or approve, and you must install updates or upgrades as required.

We do not require you to hire a bookkeeper or accountant, but you must use our designated chart of accounts, income and balance sheet format. You are required to keep records in the format specified by us and are required to provide us with reports as dictated in the Blueprint LA™ Standards Manual. If you do not meet our accounting and reporting standards, we may require you to hire a third party accounting firm that we designate. You must also work with a third-party accounting aggregator for financial reporting and analysis. We may designate a provider of such services. If we do not, you must obtain our consent to the company you wish to use.

We or our affiliate may sell proprietary products or other products either directly to you or to suppliers for resale to Blueprint LA franchisees. We will receive revenue from these sales. During the fiscal year ended December 31, 2022, we did not receive any revenues on account of these sales but we may do so in the future. We may also receive rebates from suppliers on account of other purchases or leases by franchisees. During the fiscal year ended December 31, 2022, we did not receive any rebates on account of these purchases or leases.

Approval of Alternative Suppliers

You may request the use of alternative suppliers, and we may consider such requests. However, you will bear the cost of any research, due diligence or testing we undertake in the process of evaluating or approving new suppliers.

In order to obtain our consent to a new supplier, you must satisfy the following conditions. We are not required to approve suppliers you propose even if they meet these conditions.

1. You must send a written request to us and agree to pay our expenses in evaluating the proposed supplier;

2. The supplier must demonstrate that it can supply an item or service meeting our specifications. This may mean providing us with samples, allowing us or our representatives to perform tests and inspect its facility;

3. The supplier must demonstrate its financial soundness, reputation and the reliability of its product or service;

4. The supplier or provider must maintain the insurance coverage we require and must name both you and us as additional insureds with the right to notice before modification or cancellation of coverage; and

5. If the item will bear our affiliate's trademark, we may require the supplier to sign a license agreement which may include a royalty payment to us or our affiliate.

We generally will notify franchisees whether or not we consent to a proposed supplier within 90 days. If we provide our consent, the supplier will be added to the approved supplier list. We may notify you that our consent to a supplier is revoked at any time. If we revoke our consent to a supplier, you must immediately stop using that supplier.

Officer-Owned Suppliers

None of our officers owns an interest in any supplier as of the date this Disclosure Document was issued.

Advertising and Marketing Materials

You must obtain our consent to all marketing, advertising and publicity materials before you use them to promote your Blueprint LA fitness facility before you use them. You must provide any proposed materials to us at least five business days before the using them. We currently require you to use Hype Media Group to conduct your required local advertising.

Gift Cards or Other Loyalty Programs

You must utilize any gift card or loyalty programs developed by us and comply with our conditions for these programs. This may mean that the value of the gift card is recognized at the location where it is redeemed and not by the location where it is sold. You must abide by federal and state-specific laws exist including those regarding the expiration of gift cards.

Facility and Lease

Once you have selected your location for your Blueprint LA fitness facility and we have consented to it, we will provide input on how to design and construct or renovate the facility as a Blueprint LA fitness facility. We will also work with you to identify a real estate firm for you to retain. We may provide you with one or more architects to design your Blueprint LA fitness facility. If we do so, you must retain one of them. If we do not provide you with a list of architects, you may propose an architect with whom to work and you must obtain our consent to do so. Once full construction documents have been developed and approved by the landlord, you must obtain a minimum of three construction bids for your location. You must use contractors who meet our standards and specifications for contractors, including a requirement that the contractor be commercially licensed and insured and have experience in building fitness centers. We reserve the right to review the construction.

You must negotiate your own lease. Before you sign a lease, you must submit it to us for review. We require you to include certain terms in your lease including a conditional lease assignment to us or our nominee if your Franchise Agreement expires or is terminated. The form of lease addendum we require is attached to this Disclosure Document as **Exhibit H**. After you sign the lease, you must deliver a fully-signed copy to us.

Insurance

You must obtain the insurance coverage required by the Blueprint LA™ Standards Manual, naming us (and our designated affiliates) as co-insureds on all policies, and we require that all policies be underwritten by companies having an A.M. Best rating of A or higher. You must obtain our consent to the carrier you use.

We may periodically designate one or more insurance companies that provide the insurance we require, and if we do so, you must obtain insurance from such companies.

You must obtain coverage against all loss and liability from the operation of your Blueprint LA fitness facility including commercial liability coverage in the minimum amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate, personal injury and professional coverage (including abuse and molestation coverage for trainers and coaches), property damage coverage covering 100% of the replacement cost of all furniture, fixtures and equipment (including all build out costs), business interruption coverage, auto liability coverage with a combined single limit of $1,000,000 for all owned, non-owned and hired automobiles used for your Blueprint LA fitness facility, worker's compensation coverage required by applicable law with coverage of at least $1,000,000 limits, specialty coverage for product liability, damages from injury or death to any person as a result of receiving treatment or using or ingesting any items sold at your Blueprint LA fitness facility and umbrella coverage of at least $1,000,000. You must also secure an alternate employer's endorsement in our favor. The required coverage is subject to change. We must receive at least 30 days' prior written notice from the insurer of any changes to insurance coverage or default or termination of coverage. You must provide us with copies of all insurance policies written on your behalf related to the franchised business. You must also provide a waiver of subrogation in our favor and provide that your insurance policies are primary and non-contributory to any policies we may carry.

Other Information

We may negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

We do not provide material benefits (such as renewal or granting additional franchises) to franchisees based on use of designated or approved suppliers.

We do not have any purchasing or distribution cooperatives as of the date this Disclosure Document was issued but may elect to establish them in the future.

We estimate that the required purchases and leases described in this Item will constitute approximately 34% to 37% of all purchases and leases you will incur to establish your Blueprint LA and approximately 5% to 10% of your purchases and leases to operate your Blueprint LA fitness facility.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	**Section in Agreement**	**Disclosure Document Item**
a. Site selection and acquisition/lease	Section 1C of Franchise Agreement	Items 7 and 11
b. Pre-opening purchases/leases	Section 1C of Franchise Agreement	Items 7 and 8
c. Site development and other pre-opening requirements	Section 1C of Franchise Agreement	Items 7 and 11
d. Initial and ongoing training	Section 3A of Franchise Agreement	Item 11
e. Opening	Section 2 of Franchise Agreement	Items 7 and 11

Obligation	Section in Agreement	Disclosure Document Item
f. Fees	Sections 1E(2)(i), 3A, 5, 7, 10B, 14D, 15B(1), 15B(3)(f), 16 and 17J(5) of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/Operations Manual	Section 3B of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Sections 5, 6 and 11 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 4C, 4D and 4E of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Section 4A of Franchise Agreement	Item 16
k. Territorial development and sales quotas	Section 1B of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Sections 4C, 4D and 4E of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	Section 4B of Franchise Agreement	Item 17
n. Insurance	Section 5 of Franchise Agreement	Items 7 and 8
o. Advertising	Section 9 of Franchise Agreement	Items 6, 7 and 11
p. Indemnification	Section 16 of Franchise Agreement	Item 6
q. Owner's participation/ management/staffing	Section 4F of Franchise Agreement	Item 15
r. Records and reports	Section 8 of Franchise Agreement	Item 6

<u>Obligation</u>	**Section in <u>Agreement</u>**	**Disclosure <u>Document Item</u>**
s. Inspections and audits	Section 10B of Franchise Agreement	Item 6
t. Transfer	Section 15 of Franchise Agreement	Item 17
u. Renewal	Section 1E of Franchise Agreement	Items 6 and 17
v. Post-termination obligations	Section 14 of Franchise Agreement	Item 17
w. Non-competition covenants	Section 12 of Franchise Agreement	Item 17
x. Dispute resolution	Section 17J of Franchise Agreement	Item 17
y. Other: Spousal Consent (Note 1); Owner Guaranty and Confidentiality and Non-Competition Agreements (Note 2)	Exhibits C and E to the Franchise Agreement	Items 9 and 22

Notes:

1. The spouse of an individual franchisee (and the spouse of each owner of a franchisee that is an entity) must sign a spousal consent (Exhibit C to Franchise Agreement).

2. Each individual who owns an interest in a franchisee that is a business entity (and that individual's spouse) may be required to sign an agreement to maintain confidentiality and not to compete and an agreement guaranteeing all obligations of the "Franchisee" under the Franchise Agreement (Exhibit E to Franchise Agreement).

ITEM 10

FINANCING

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

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Blueprint LA Franchise, LLC is not required to provide you with any assistance.

Before you open your Blueprint LA fitness facility, we:

1. Will provide you with assistance in selecting a location for your Blueprint LA fitness facility. You select the location for your Blueprint LA fitness facility and you must obtain our consent to it. You must submit your request in a format that we require. You must obtain our acceptance before signing a lease or contract for the site. We generally do not own premises or lease them to franchisees. In general, the factors which we may consider include the following: size, layout, condition of the building, location of the site, proximity to other fitness offerings (ours and others), population, and demographic conditions of the trade area.

We will decide whether to consent to your proposed location within 30 days after receiving your request and all of the information we require concerning the proposed location. If we cannot agree on a proposed site, then you must find another site and request our consent to it. You must obtain our consent to a location within three months after signing the Franchise Agreement. If you do not do so, your Franchise Agreement may terminate. If a specific location for your Blueprint LA fitness facility has not been identified at the time you sign the Franchise Agreement, we will identify a general territory in your Franchise Agreement to assist you in focusing your site selection effort. Once your location has been identified, your location and territory will be inserted as an exhibit to an Addendum to the Franchise Agreement. You must secure any governmental approval and licenses that are required to operate your Blueprint LA fitness facility at your location. We require that you open your Blueprint LA fitness facility by the earlier of 12 months after you sign the Franchise Agreement or six months after you sign a lease for the location. The typical length of time between the earlier of the signing the Franchise Agreement or the first payment of consideration for the franchise and the opening of the your business is six months or more. The factors that affect these deadlines are locating a satisfactory site, negotiating a lease or contract for the location, obtaining permits and licenses, and zoning and local ordinances (See Franchise Agreement, Section 1C).

2. Will assist you in the site selection process including providing you with a site evaluation form (See Franchise Agreement, Section 1C(2)).

3. Will review your lease before it is executed by you and the landlord. After the lease is signed, you must provide us with a fully-signed copy within 10 days of signing the lease (See Franchise Agreement, Section 1C(5)).

4. May provide you with a list of architects for you to consider and retain to develop floor plans and construction drawings for your Blueprint LA fitness facility (See Franchise Agreement, Section 1C(6)).

5. Will provide input on how to design and construct or renovate your facility as a Blueprint LA fitness facility including a floor plan for your architect to adapt to your Blueprint LA fitness facility (See Franchise Agreement, Section 1C(8)).

6. Will provide you with initial training in operating your Blueprint LA fitness facility (See Franchise Agreement, Section 3A).

6. Will provide you with on-site assistance by a member of our staff with opening your Blueprint LA fitness facility for approximately five days (which may be shorter if this is your second or subsequent location) (See Franchise Agreement, Section 3A(2)).

7. Will lend you a copy of the Blueprint LA™ Standards Manual. The Blueprint LA™ Standards Manual is confidential and remains our property. We will modify this Manual periodically. As of the date this Disclosure Document was issued, the Blueprint LA™ Standards Manual has a total of approximately 195 pages. The table of contents as of the date this Disclosure Document was issued is attached as **Exhibit F** (See Franchise Agreement, Section 3B).

8. May assist you in planning and ordering your initial inventory from our designated suppliers (See Franchise Agreement, Section 4C).

<u>Post-Opening Assistance</u>

During the operation of your Blueprint LA fitness facility, we:

1. Will periodically update the Blueprint LA™ Standards Manual, including lists of designated suppliers and updates to standards and specifications (See Franchise Agreement, Section 3B).

2. Will furnish advice and guidance to you on the operation of the franchised business and provide ongoing support (See Franchise Agreement, Section 3C).

3. May develop and administer a gift card or loyalty program (See Franchise Agreement, Section 9E).

4. Will evaluate and decide whether or not to approve any advertising materials you propose to use (See Franchise Agreement, Section 9C).

6. Will provide additional ongoing training as described below (See Franchise Agreement, Section 3A).

System Marketing

We administer a system marketing fund to which you must contribute. The proceeds from the system marketing fund will be used for marketing and promotional purposes and we may elect to disseminate our promotional materials through any media including Internet, television, radio and print media such as magazines, billboards, flyers or mailers and newspapers. We may use the system marketing fund to employ an outside consultant or advertising agency to assist in the development, production and dissemination of promotional materials. We may also use the system marketing fund to develop promotional and advertising materials for your use. We may use the system marketing fund to hire a website management firm to manage the website and. We may also spend the system marketing fund on administrative expenses including allocation of overhead and salaries of our personnel. We are not required to spend any specific amount on advertising in the area or territory in which your Blueprint LA fitness facility is located. We reserve the right to conduct local, regional or national advertising campaigns. We do not use the system marketing fund for expenditures principally to solicit new franchise sales.

We may require that you contribute up to 3% of your gross revenues each week to the system marketing fund. As of the date this Disclosure Document was issued, you must contribute 2% of your gross revenues to the system marketing fund. We may change the amount of this fee at any time upon notice to you. As of the date this Disclosure Document was issued, we require franchisees to contribute to the system marketing fund at the same rate, although there may be exceptions in some circumstances in the future. We anticipate that any Blueprint LA fitness facility owned by us or our affiliates will contribute to the system marketing fund on the same basis as franchisees although this may change in the future.

If we decide to terminate the system marketing fund, we will distribute any amounts remaining in the fund after its termination to then-existing franchisees pro rata based on contributions paid by franchisees over the previous three years.

During the fiscal year ended December 31, 2022, we did not collect any contributions to the system marketing fund or make any expenditures from the system marketing fund.

The system marketing fund is not audited as of the date this Disclosure Document was issued. If financial statements of the fund are prepared in the future, they will be available to you upon reasonable request.

We also require that you spend a minimum amount on local advertising each month, beginning after the grand opening advertising and promotions program your Blueprint LA fitness facility concludes. We require that you spend at least $2,000 per month on local advertising during the first year after you begin operations and $1,000 per month thereafter. If you do not meet the minimum performance requirements, we may increase the amount you have to spend each month. We may collect this amount from you and spend it on your behalf. If we do not do so, we may require you to submit receipts documenting your local advertising activity.

You must conduct a grand opening advertising and promotions program for your Blueprint LA fitness facility. You must spend a minimum of $25,000 to $30,000 on the program in your territory on advertising and promotional activities ($5,000 to $10,000 of which you must spend locally). The program must begin at least 90 days before you open your Blueprint LA fitness facility and continue for 30 days after opening. You must submit a description of your proposed activities and materials and obtain consent before implementing them.

You may use your advertising materials only after they have been approved in writing by us. You must submit such advertising materials to us at least five business days before the date you wish to start using them. We do not currently have a franchisee advisory council, but we may create one in the future. As of the date this Disclosure Document was issued, we do not have any local or regional advertising cooperatives, but we may organize cooperatives in the future and require you to participate in them. If we do so, the amount you must contribute will offset your required local advertising expenditures.

If all the contributions to the system marketing fund are not spent in any fiscal year, the surplus may be used in the next year. We do not plan to use any of the system marketing fund contributions principally to solicit new franchise sales.

We may develop discount programs or coupon or gift certificate programs in the future. If we do so, you must participate if that is permitted by applicable law and licensing boards.

Computers and Software

You must obtain and maintain the following computer hardware and software for the operation of your Blueprint LA fitness facility: one desktop computer (Mac), three iPads, MyZone receiver, and the software systems we require.

We may add to or change the components of your required computer system and software we require you to use at any time. We estimate that the initial cost of required computer and hardware is approximately $2,500 to $5,000.

We may require you to maintain, repair, upgrade or update any computer equipment you utilize in your Blueprint LA fitness facility to maintain compatibility with any software requirements. There are no contractual limitations on the frequency with which we can require upgrades or updates or the cost of your obligation to do so. We estimate that your annual cost to maintain, repair, upgrade and update your computer equipment will be approximately $6,000 to $8,000.

You must provide us with direct user access to your accounting data. There is no contractual limit on our right to access this software and the information on it.

You must also pay us or third party providers we designate technology fees. As of the date this Disclosure Document was issued, the technology fee is $100 per week, but we may increase this fee in the future.

Training

You must complete a pre-opening training program provided by us at our corporate headquarters in Torrance, California or another location we designate. The initial training program is for six days, although we may increase or decrease the duration as we deem necessary. If you are an existing franchisee opening a second location, we may reduce the length of the initial training program. We typically require that two individuals attend and complete the initial training program to our satisfaction, but we may allow a third individual to attend.

Following is information on the initial training program:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING[1]	HOURS OF ON-THE-JOB TRAINING[2]	LOCATION
Introductions	1		Torrance, California or designated location
Blueprint LA History, Mission, Core Values	2		Torrance, California or designated location
Overview of the Relationship with the Franchisor, including visits from the Franchisor	2		Torrance, California or designated location
Pre-Opening Procedures—Answering Questions and overview of Pre Sales and Grand Opening	2		Torrance, California or designated location
Establishing Your Schedule	1		Torrance, California or designated location
Human Resources Best Practices	2		Torrance, California or designated location
Training New Coaches	1	1	Torrance, California or designated location
Blueprint LA Membership Offerings	1		Torrance, California or designated location
Understanding What Makes Us Unique	1		Torrance, California or designated location
Managing the Three Day Trial and Sales Conversations	2	2	Torrance, California or designated location

SUBJECT	HOURS OF CLASSROOM TRAINING[1]	HOURS OF ON-THE-JOB TRAINING[2]	LOCATION
Following Up	1	1	Torrance, California or designated location
Member Service and Managing the Member Experience	2	3	Torrance, California or designated location
Blueprint LA Class Experience	2	4	Torrance, California or designated location
Role of Coaches	1		Torrance, California or designated location
Managing Challenges and Special Events	1	1	Torrance, California or designated location
Goal Setting Sessions	1	1	Torrance, California or designated location
Managing Your Retail Offerings	1		Torrance, California or designated location
Inventory Management	1		Torrance, California or designated location
Operational and Franchise Reporting	2	1	Torrance, California or designated location
Marketing and Advertising	2	2	Torrance, California or designated location
Safety and Security	1		Torrance, California or designated location
Cleaning and Maintenance	1	1	Torrance, California or designated location
Total	31	17	

You and such other of your personnel as we designate must successfully complete our initial training program. We may also require that certain of your personnel execute a confidentiality and non-competition agreement in a form we designate. If your operating partner is terminated or otherwise ends his or her relationship with your business, you must recruit a new operating partner within 30 days and submit his or her qualifications to us for review and consent. We may require that we provide training to any replacement operating partner and that he or she complete that training to our satisfaction.

In addition to training, we will provide you with on-site assistance with opening your Blueprint LA fitness facility for approximately five days. For franchisees opening their second or subsequent locations, we may reduce the length of onsite training that is provided.

We have the right to provide you with ongoing training. We may require you to participate in up to five days of refresher training per year at a location we designate. We may also require you to attend a national or regional business meeting or annual convention for up to three days per year. You will be responsible for all of your and your personnel's expenses such as travel, lodging and food for attending these events.

We do not charge a separate fee for providing initial training to you and your personnel we designate if you all receive your training at the same time. You will receive no compensation or reimbursement for services or expenses for participation in training. You will be responsible for all of your and your personnel's expenses to attend the training program, including any travel, lodging and food.

We may require you to undergo additional training if we determine that you are not operating in accordance with our requirements. We may conduct this training at your site or a different location we select. You may also request additional on-site training or assistance and we will decide whether or not to provide it. In either case, you will be responsible for paying a daily training rate per trainer provided, and the expenses of the trainer or trainers including travel, lodging and food. The rate is specified in the Blueprint LA™ Standards Manual and may be adjusted over time.

You (or your owner, if the franchisee is an entity) must be a personal trainer who is certified in accordance with our requirements and who completes initial training to our satisfaction. You are responsible for training all of your other employees in accordance with our standards. You must maintain our required certifications throughout the term of your Franchise Agreement. After at least two years of operation, we may permit you to hire a personal trainer who meets our requirements on certification and other requirements to manage your Blueprint LA fitness facility. We may rescind our permission at any time and again require you to manage the operations of the Blueprint LA fitness facility. If we do permit you to retain a manager and you do so and if your certified trainer is terminated or otherwise ends his or her relationship with your business, you must retain a new certified trainer and obtain our consent to him or her within 30 days. The replacement certified trainer must also complete initial training to our satisfaction. During the interim period, you must manage the operations of your Blueprint LA fitness facility.

ITEM 12

TERRITORY

Once the location of your Blueprint LA is determined, you will have the exclusive right to operate a Blueprint LA fitness facility within a territory surrounding it. The territory will typically consist of a geographic area that has a population base between 30,000 and 50,000 surrounding the Blueprint LA. The size and shape of the territory will also take into consideration the specific market variables at the location, such as population density, population age, market trends, traffic flow, and the location of other Blueprint LA fitness facilities. Provided that you are not in default of your Franchise Agreement, we will not operate a Blueprint LA fitness facility in your territory and we will not license third parties to do so.

If you do not have a location for your Blueprint LA fitness facility when you sign the Franchise Agreement, we will designate a general geographic area in which you may search for locations. This area may be a city, a county or a state. You do not have any rights to exclusivity within this general geographic area, only in the area around your location once it is determined. Once you determine your location and we consent to it, we will enter into an Addendum to the Franchise Agreement that specifies the location and your territory by description and by attaching a map to the Addendum. The Addendum is Exhibit B to the Franchise Agreement.

You must meet minimum membership levels in order to maintain your territorial rights. You must meet the following minimum membership requirements: (1) 50 memberships before opening; (2) 100 memberships active at the end of the first year of your operations; and (3) 200 memberships active at the end of the second and subsequent years of operation. If you do not meet and maintain these minimum levels, we may require you to attend additional training, increase your required marketing activities, terminate your territorial rights or terminate your Franchise Agreement.

You may not relocate your Blueprint LA fitness facility or establish additional Blueprint LA fitness facilities without our prior written consent. If you request our consent for relocation of your Blueprint LA fitness facility, you must pay a nonrefundable fee of 25% of our then-current undiscounted initial franchise fee for our assistance in evaluating the new site, reviewing your new lease terms and lease document, assisting you with the design of the new location, assisting you in coordinating suppliers for the new location and providing you with onsite opening support and marketing planning assistance. You must pay half of this fee at the time you request relocation, and the balance when we accept your new site location.

We do not ordinarily grant any options, rights of first refusal or similar rights to acquire additional franchises.

We or our affiliate may use other channels of distribution such as a website, social media, direct mail, retail stores and wholesale, or other direct marketing sales to advertise in your territory, using our trademarks or other marks, but you will provide services to customers who respond and seek to join your Blueprint LA fitness facility. We do not provide you with any assurance that prospective customers in your territory will not respond to such advertisements by contacting and joining a different Blueprint LA. We reserve the right to sell products through the channels of distribution identified above to customers in your territory without compensation to you.

You may not advertise outside of your territory but there are no restrictions on the customers you can accept at your Blueprint LA fitness facility. You may not operate your business outside of your Blueprint LA fitness facility, even within your territory, without our consent.

You may not establish a website or other Internet on electronic presence without our consent. We may assist you in setting up social media accounts with Facebook, Instagram, LinkedIn, YouTube, Google, TikTok and Twitter, and provide best practices and standard brand language. We require administrative access to all of these social media applications. We may require you to remove any questionable usage or content involving our trademarks.

As of the date this Disclosure Document was issued, neither we nor any of our affiliates operates, franchises or has plans to operate or franchise a business under a different trademark that will offer similar services to the ones you will offer as a Blueprint LA fitness facility, but we reserve the right to do so. If we acquire or are acquired by another fitness company, there may be businesses similar to yours operating in your territory and we reserve the right to continue to operate or franchise such businesses and additional businesses under that brand or to convert them to the Blueprint LA brand.

We reserve the right to negotiate regional or national accounts with companies that wish to conduct business across multiple franchised or company-owned territories. You must accept the terms of any regional or national account agreements. In the event that you are unwilling or incapable of servicing a national account customer, we reserve the right to service the customer in your territory, either directly or with another franchisee located in an adjacent territory.

ITEM 13

TRADEMARKS

We grant you the right to operate a single, full-service, fitness facility under the name "Blueprint LA," a design logo as seen on the cover page of this Disclosure Document, and related trademarks. You must also use other trademarks which we develop or prescribe to identify your business and its services and products. By trademark, we mean trade names, trademarks, service marks and logos used to identify your business, its services and its products.

You must follow our rules when you use these trademarks. Once appropriate federal trademarks have been granted, you must use the ® symbol anytime you use the trademarked names or logos. You must use the ™ symbol next to other unregistered trademarks that we designate. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use our trademarks in the sale of an unauthorized product or service or in a manner not authorized in writing by us. If we adopt trademarks that you develop in the course of operating your franchised business, they will belong to us and you may only use them while you are a franchisee.

Our affiliate, The Blueprint Training Center, LLC, has a pending federal trademark application for the following mark on the principal register of the U.S. Patent and Trademark Office (“USPTO”):

Application Number	Description of Mark	Filing Date
97715949	THE BLUEPRINT LA	December 13, 2022
98027716		June 5, 2023

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

Our affiliate has filed all required affidavits.

There are currently no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and there are no pending infringement, opposition, or cancellation proceedings, or any pending material litigation, involving our principal trademark.

We have the right to use the trademarks and to license their use to you under an agreement with our affiliate dated as of June 8, 2023. Unless terminated, the agreement continues indefinitely, and the agreement may not be modified without both parties’ consent. Our affiliate can terminate the agreement if we breach the quality control provisions and do not cure the breach within 30 days after notice, if we are found liable for violating any franchise law that applies to us, if we are the subject of a criminal investigation, if are subject to a filing for bankruptcy protection or are judicially found to be insolvent or otherwise unable to pay our debts as they become due, or if we otherwise materially breach the agreement and do not cure the breach within 30 days after notice. If the agreement is terminated for any reason, it provides that the owner of the trademarks has the option to continue to honor the rights we granted to you. No other agreements limit our right to use or license the use of the trademarks.

You must notify us immediately when you learn about a challenge to your use of our affiliate’s trademark. The Franchise Agreement requires us to protect you against claims of infringement if you are using the trademark as required by the Franchise Agreement, if you are in good standing, if you notify us of the claim and if you cooperate in the defense of the claim. You must assist us and our affiliate in protecting any of our or our affiliate's rights, at our expense. We or our affiliate will control any administrative proceedings or litigation involving the trademark and decide whether or not to settle any action. You do not have the right to settle a claim without our consent.

If you learn about a third party's use of our affiliate's trademark or similar ones that you believe to be unauthorized, you must notify us immediately. We or our affiliate will decide whether or not to take action against the third party, and you must assist us or our affiliate, at our expense, if we or our affiliate decides to do so.

If we decide to add a new trademark, or modify or discontinue the use of any trademark, you must use the new trademark or change or discontinue the use of the trademark, all at your expense.

You must not contest our or our affiliate's right to our or our affiliate's trademarks, trade secrets or business techniques or our right to use them.

We do not know of any superior prior rights or infringing uses that could materially affect your use of the trademark.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use any item covered by a patent.

We claim a copyright in the Blueprint LA™ Standards Manual. We may also claim copyright protection covering various other materials used in our business including videos, advertising, promotional and training materials. We have not registered these materials with the United States Registrar of Copyrights, but we are not required to do so. We may register any of these items or copyrightable materials in the future. Any and all copyright in materials you develop for the franchised business will belong to us. You must not contest our rights to our copyrights.

There are currently no material determinations of the USPTO, the United States Copyright Office or any court regarding any copyright we own. There is no material pending proceeding in the USPTO or any court concerning any copyrighted materials.

You must notify us immediately if you learn about a challenge to use of our copyrighted materials. We will defend you against claims of infringement if you are using the copyrighted material as required by the Franchise Agreement, if you notify us of the claim and you are in good standing. You must assist us in protecting any of our rights, at our expense. We will control any administrative proceedings or litigation involving the copyrighted materials. You do not have the right to settle a claim without our consent.

If you learn about a third party's use of these copyrighted materials which you believe to be unauthorized, you must notify us immediately. We will decide whether or not to take action against the third party, and you must assist us, at our expense, if we decide to do so.

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

You also receive the right to use certain of our trade secrets and confidential and proprietary information, including our proprietary practices and procedures, interior and exterior layout, construction plans and specifications, marketing strategies, operations, techniques, financial information, supplier and customer lists, specifications and materials about fitness services and activities, fitness plans and, in general, methods, techniques, formulas, formats, specifications standards, procedures, know-how, information systems and knowledge and the contents of our Blueprint LA™ Standards Manual. You must have any of your personnel with access to this information sign a confidentiality and non-competition agreement in a form acceptable to us.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or if you are a business entity, one of your owners) must be actively engaged with the operation of your Blueprint LA fitness facility and must be certified as a personal trainer in accordance with our requirements. After you have personally operated the Blueprint LA fitness facility for at least two years, we may permit you to designate an operating partner who owns at least 10% of the equity in the franchised business and successfully completes our initial training program to manage the operations of the Blueprint LA fitness facility for you. This operating partner must also be certified as a personal trainer in accordance with our requirements You must obtain our consent to the operating partner you designate. We may require you to again operate the Blueprint LA fitness facility at any time if we are not satisfied with the performance of the operating partner. We may also require that any operating partner or general manager execute a confidentiality and non-competition agreement. If your operating partner is terminated or otherwise ends his or her relationship with your business, you must recruit a new operating partner and obtain our consent to him or her within 30 days. The replacement operating partner must also complete initial training to our satisfaction and be certified as a personal trainer in accordance with our requirements.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require that you offer and sell only those goods and services that we have approved.

You must offer all goods and services that we designate unless we otherwise agree in writing. We have the right to add, delete or change authorized goods or services that you must offer. There are no limits on our right to do so. In the future we may develop additional fitness services that we may require you to provide, and you may incur costs to provide such services.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Franchise Agreement

Provision	Section in Franchise Or Other Agreement	Summary
a. Length of the franchise term	Section 1E(1)	Seven years.
b. Renewal or extension of the term	Section 1E(2)	If you meet certain conditions, you can enter into a successor Franchise Agreement for up to two additional five year terms. If you seek to renew your franchise, you may be asked to sign an agreement with terms and conditions that are materially different from those in your original agreement.
c. Requirements for franchisee to renew or extend	Section 1E(2)	You must sign our then-current Franchise Agreement; you must be in full compliance under all agreements with us or our affiliates and you must have paid all that you owe us as and when due; your facility must meet our

Provision	Section in Franchise Or Other Agreement	Summary
		then-current requirements or you must update the facility and its equipment to reflect our then-current requirements; you must successfully complete retraining; you must sign a general release; you must not have received three or more default notices in any 24 month period; we must not have decided to withdraw from your market; you must have the right to continue operating at your location, you must pay us a renewal fee of $5,000; you must have given us 120 days' notice of your election to renew and return documents within 20 days.
d. Termination by franchisee	Not applicable	Not applicable.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	Section 13	We can terminate if you default or if the events described in (h) occur.
g. "Cause" defined – curable defaults	Section 13B	You have five days to cure nonpayment, and up to 30 days to cure other types of noncompliance, subject to applicable law.
h. "Cause" defined – non-curable defaults	Section 13A	Noncurable defaults (subject to applicable law): Bankruptcy; insolvency; receiver is appointed; admission of inability to pay debts; abandonment; you make material misrepresentations or omissions to us; your failure to obtain our consent to a location within three months after signing

Provision	Section in Franchise Or Other Agreement	Summary
		the Franchise Agreement; the failure to open your facility by the earlier of six months after signing a lease for the location or 12 months after signing the Franchise Agreement; failure to complete training to our satisfaction; you or your principal are convicted or plead no contest to a felony or other crime or offense, or engage in conduct that reflects unfavorably on us or the franchised business; unauthorized transfer; termination of any other agreement with us or our affiliate because of your breach; you lose the right to your location and do not find a new location we approve within 60 days; your unauthorized use of our trademarks or trade secrets; failure to treat the Blueprint LA™ Standards Manual as confidential (including failure to keep it in a secure location) and to protect the confidential information contained within it; repeated failure to comply with Franchise Agreement requirements (three or more times during term); seizure or execution of levy by government official or lien holder; noncompliance with law within three days after notice; intentional failure to report gross revenues; undischarged execution of levy on your facility; final judgment of more than

Provision	Section in Franchise Or Other Agreement	Summary
		$5,000 remains unsatisfied for 30 days; we determine your operation is a danger to public health or safety; you become a specially designated national or blocked person; the right to operate under any license, permit or required certification is suspended, terminated or interrupted; fraudulent behavior.
i. Franchisee's obligations on termination/nonrenewal	Section 14	Pay all amounts due to us; refrain from identifying yourself as our licensee or franchisee; return or destroy all products with our trademarks; refrain from engaging in competing business; discontinue use of trademarks and system; return the Blueprint LA™ Standards Manual and other confidential information including customer data; re-assign to us telephone and facsimile numbers, e-mail addresses, home pages, subdomain names, websites, social media pages and the like as we direct; provide us with customer lists and information; refrain from soliciting customers; cancel fictitious business name statement; assist in smooth transition of the business; refrain from making disparaging remarks; de-identify; obtain tail insurance coverage that meets our specifications; and comply with all other requirements in the Blueprint LA™ Standards Manual; all obligations that survive shall continue.

Provision	Section in Franchise Or Other Agreement	Summary
j. Assignment of contract by franchisor	Section 15A	No restrictions on our right to assign the Franchise Agreement.
k. "Transfer" by franchisee – defined	Section 15B(2)	Includes transfer of Franchise Agreement, assets of business or greater than 25% ownership of the franchisee.
l. Franchisor approval of transfer by franchisee	Section 15B(1)	You must obtain our consent to all transfers and meet certain conditions.
m. Conditions for franchisor approval of transfer	Section 15B(3)	Conditions include: You must not be in default under the Franchise Agreement or any other agreement with us or our affiliates; your facility must meet our then-current standards; your lessor consents; transferee meets qualifications for new franchisee and must have completed training to our satisfaction; the transferee must sign the then-current form of Franchise Agreement and guaranty for remaining term; you pay the transfer fee; you sign a general release; transferee's obligations to you are subrogated to obligations to us; at our option, you must transfer all of your agreements with us; transferee must have all necessary licenses and certifications; and transferee must not be a specially-designated national or blocked person under the anti-terrorism laws. If you want to transfer your franchise to an entity, you must own the entity, sign a personal

Provision	Section in Franchise Or Other Agreement	Summary
		service agreement with the entity and a personal guaranty, reimburse us for our expenses, the entity must agree to the Franchise Agreement and the franchise business must be the sole business of the entity.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 15C	We or our nominee can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Section 14D	We or our nominee have the option of acquiring your assets if the Franchise Agreement expires or terminates.
p. Death or disability of franchisee	Section 15D	If you or your principal dies, your executor or representative may either satisfy the then-current qualifications for franchisees or transfer the Franchise Agreement to a qualified buyer within 60 days.
q. Non-competition covenants during the term of the franchise	Section 12A(1)	You may not be involved in any similar business.
r. Non-competition covenants after the franchise is terminated or expires	Section 12A(2)	You may not operate a similar business within 10 miles of your Blueprint LA fitness facility (or, at our option, any Blueprint LA fitness facility) for two years after termination or expiration.
s. Modification of the agreement	Section 17I	No modifications without a writing signed by both parties, except that we may amend and supplement the Blueprint LA™ Standards Manual.
t. Integration/merger clause	Section 17I	Only the terms of the Franchise Agreement are binding (subject

Provision	Section in Franchise Or Other Agreement	Summary
		to state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim anything contained in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 17J	Except for certain claims (including claims related to non-curable defaults and quality control defaults), all disputes must be mediated and if not resolved, arbitrated.
v. Choice of forum	Section 17J	Subject to applicable state law, mediation and arbitration must be in city where our headquarters is then located, currently, Torrance, California.
w. Choice of law	Section 17J(1)	Subject to applicable state law, Delaware law applies, subject to the Lanham Act and the Federal Arbitration Act.

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote our franchise as of the date this Franchise Disclosure Document was issued.

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.

Following is revenue and membership information for calendar year 2022 and partial calendar year 2023 for the location operated by our affiliate, The Blueprint Training Center, LLC in Southern California. This is a historical financial performance representation based on the past performance of our affiliate's existing outlet and the outlet has 5,000 square feet of group fitness space (plus 4,500 of other space used for private and semi-private training and for office space). The source of the data presented is our affiliate's point-of-sale system. This location has been in operation since 2015 and is located in Torrance, California, an affluent area in Los Angeles County.

	January 2022	**February 2022**	**March 2022**	**April 2022**	**May 2022**	**June 2022**
Revenue						
Member Dues	$73,414	$62,883	$60,513	$63,505	$62,566	$66,663
Other Service Revenue	$21,203	$32,914	$37,670	$25,187	$31,193	$20,467
Retail and Other Revenue	$2,471	$5,874	$2,651	$4,997	$1,983	$3,960
Miscellaneous Revenue	$1,748	$4,305	$1,736	$2,715	$2,407	$2,474
Total Revenue	$98,836	$105,976	$102,570	$96,404	$98,149	$93,564
Online booking	2,990	3,741	3,755	3,234	3,723	3,330

	July 2022	**August 2022**	**September 2022**	**October 2022**	**November 2022**	**December 2022**
Revenue						
Member Dues	$62,662	$67,769	$78,553	$64,761	$72,221	$77,663
Other Service	$25,983	$31,966	$23,257	$25,927	$21,606	$15,899

	July 2022	**August 2022**	**September 2022**	**October 2022**	**November 2022**	**December 2022**
Revenue						
Retail and Other Revenue	$1,233	$3,391	$1,124	$1,364	$3,820	$3,914
Miscellaneous Revenue	$910	$2,788	$1,542	$1,823	$1,522	$2,113
Total Revenue	$90,788	$105,914	$104,476	$93,875	$99,169	$99,589
Online booking	3,006	3,366	3,062	3,821	3,027	2,863

	January 2023	**February 2023**
Revenue		
Member Dues	$79,935	$78,767
Other Service Revenue	$37,548	$21,198
Retail and Other Revenue	$504	$2,891
Total Revenue	$117,987	$102,856
Online booking	4,076	3,478

Notes

1. Member Dues are recurring revenue paid by clients who are on a monthly or yearly

contract for group classes. Member dues range from $99 per month (founding member rate) to $199 per month per member (current member rate).

2. Other Service Revenue includes private and semi-private sessions, drop-in sessions, specialty class purchases, and challenges.

3. Retail and Other Revenue includes sales of branded merchandise, such as tee shirts, tank tops, hats, etc., plus supplements, no show fees, and MyZone (heartrate monitor) sales.

4. Total Sales are total booked receipts. Total Sales includes memberships, drop-ins, class pack purchases, private and semi-private sessions, specialty purchases, challenges, and retail sales.

5. Number of Online Bookings is the total number of class attendances in the month.

Following is the profit and loss statement for the affiliate's location in 2022. See the Notes below for information about the various expense categories. These categories also include expenses that would have been incurred if the location was operating as a franchise, as follows:

* Royalty Fee - calculated at 7% of revenues.

* System Marketing Fund Contributions – calculated at 2% of revenues (we have the right to raise this up to a minimum of 3% of revenues).

* Local Marketing – calculated at $2,000 per month (this amount will be $1,000 per month after the first year of operations); when you first open your business we also require that you spend $25,000 to $30,000 on grand opening advertising.

* Technology Fee - calculated at $100 per week (we have the right to raise this to a maximum of $500 per month).

In the following profit and loss statement, the entries in black are actual expenses and the entries in blue are fees that would have been paid if the operation was a franchise.

Other than as set forth above, 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 X, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2020 to 2022

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	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Affiliate-Owned	2020	1	1	0
	2021	1	1	0
	2022	1	1	0
Total Outlets	2020	1	1	0
	2021	1	1	0
	2022	1	1	0

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other Than to Us)
For Years 2020 to 2022

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Total	2020	0
	2021	0
	2022	0

Table No. 3
Status of Franchised Outlets
For Years 2020 to 2022

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations -Other Reasons	Column 9 Outlets at End of Year
Total	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

	2022	0	0	0	0	0	0	0

Table No. 4
Status of Affiliate-Owned Outlets
For Years 2020 to 2022

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of Year
California	2020 2021 2022	1 1 1	0 0 0	0 0 0	0 0 0	0 0 0	1 1 1
Total	2020 2021 2022	1 1 1	0 0 0	0 0 0	0 0 0	0 0 0	1 1 1

Table No. 5
Projected Openings
As of December 31, 2022

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
California	0	3	0
Total	0	3	0

Our affiliate, The Blueprint Training Center, LLC, has operated the following Blueprint LA fitness facility since 2015:

23895 Madison Street
Torrance, California 90505

There are no franchisees as of the date this Disclosure Document was issued. No franchisee has had an outlet terminated, canceled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year. There are no franchisees who have not communicated with us for the 10-week period before the date this Disclosure Document was issued. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We have not created, sponsored or endorsed a trademark-specific franchisee association. No trademark-specific franchisee organization has made a request to be included in this Franchise Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

Attached as **Exhibit C** to this Franchise Disclosure Document is our opening audited balance sheet as of June 16, 2023. Our fiscal year end is December 31. We have not been in existence long enough to have three years of audited financial statements.

ITEM 22

CONTRACTS

Attached are copies of the following agreements proposed for use in this state:

Exhibit D – Franchise Agreement

Exhibit C to Exhibit D – Spousal Consent

Exhibit E to Exhibit D – Guaranty and Assumption of Franchisee's Obligations

Exhibit G – SBA Addendum

Exhibit H – Lease Addendum

ITEM 23

RECEIPTS

Attached to the end of this Franchise Disclosure Document, following the Exhibits, is a receipt. Please sign it, date it the date you receive the Franchise Disclosure Document, and return it to us. Make sure that you indicate the franchise seller(s) with whom you had substantive discussions about this franchise. A duplicate of the receipt is attached for your records.

EXHIBIT D

ADDENDUM

TO THE FRANCHISE AGREEMENT OF BLUEPRINT LA FRANCHISE, LLC REQUIRED BY THE STATE OF CALIFORNIA

Section 18 of the Franchise Agreement is amended to remove any Acknowledgements that violation California Corporations Code sections 31512 and 31512.1.

The provisions of this Addendum only apply if the jurisdictional requirements of the California Franchise Investment Law and the California Franchise Relations Act are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

EXHIBIT E

ADDENDUM

TO THE FRANCHISE DISCLOSURE DOCUMENT OF BLUEPRINT LA FRANCHISE, LLC REQUIRED BY THE STATE OF CALIFORNIA

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

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

Item 3. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

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

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 which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

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.

Notwithstanding anything disclosed in this Addendum, the parties have a meeting of the minds and agree upon the terms of the Franchise Agreement.

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents made to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

The provisions of this Addendum only apply if the jurisdictional requirements of the California Franchise Investment Law and the California Franchise Relations Act are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

<u>**State Effective Dates**</u>

California has franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

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

If Blueprint LA Franchise, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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 Blueprint LA 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 Exhibit A.

The franchisor is Blueprint LA Franchise, LLC located at 23871 Madison Street, Torrance, CA 90505. Its telephone number is (310) 378-3800..

Issuance date: August 1, 2023

Following is information about the franchise seller(s) involved in this transaction:

□ ____

Blueprint LA Franchise, LLC authorizes the respective state agencies listed on Exhibit B to receive service of process in the particular state.

I received a Disclosure Document dated August 1, 2023, that included the following Exhibits:

A. List of State Franchise Administrators
B. List of Agents for Service of Process
C. Financial Statements
D. Franchise Agreement and State-Specific Addenda
E. State-Specific Addenda to Disclosure Document
F. Blueprint LA™ Standards Manual Table of Contents
G. SBA Addendum
H. Lease Addendum

Date: ___________________________ Franchisee: ________________________________

Print Name: ________________________________

Individually and as an officer, partner or member of
____,
a ____,
which has been or will be formed to act as franchisee
Address: __________________________________
____
Telephone: ________________________________

Complete and keep this copy of the Receipt for your records.

RECEIPT

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

If Blueprint LA Franchise, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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.

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E. State-Specific Addenda to Disclosure Document
F. Blueprint LA™ Standards Manual Table of Contents
G. SBA Addendum
H. Lease Addendum

Date: ___________________________

Franchisee: ________________________________

Print Name: ________________________________

Individually and as an officer, partner or member of
____,
a ____,
which has been or will be formed to act as franchisee
Address: __________________________________
____
Telephone: ________________________________

Complete this copy of the Receipt and return it to Kyle Flynn at 23871 Madison Street, Torrance, CA 90505; Franchise@TheBlueprintLA.com.