

FRANCHISE DISCLOSURE DOCUMENT

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a Delaware
Limited Liability Company
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You will operate a fitness studio under the trade name “Rev’d” that features indoor cycling classes and bootcamp-style workouts accompanied by motivational coaching from expert trainers in a state-of-the-art exercise facility equipped with sound, lighting, and a “video wall” displaying images and graphics, in sync with music, that provides a challenging and inspiring workout experience.

The total investment necessary to begin operation of a single Rev’d franchised outlet is approximately \$408,100 to \$1,271,000. This includes between \$48,100 to \$50,350 that must be paid to us or our affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document at least fourteen 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.**

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 to 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. 20590. 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: June 7, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Rev'd franchised 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 Rev'd franchisee?	Item 20 or Exhibit C 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 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 G.

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

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

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EXHIBITS

Exhibit A	Franchise Agreement
Exhibit B	Financial Statements
Exhibit C	List of Franchisees
Exhibit D	Table of Contents of the Manual
Exhibit E	Sample Mutual General Release
Exhibit F	State Addenda
Exhibit G	List of Certain State Regulatory Authorities and Registered Agents
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Exhibit I	Receipt of Disclosure Document

Item 1.

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, “Rev’d,” “we,” “us,” or “our” means REV’D Franchising LLC, the franchisor. “You” means the person or persons, including legal entities and their owners, that buy the franchise.

You will operate your franchised business only under the “REV’D” mark and related marks.

Franchisor’s Name, Business Form, and Affiliate

We are a Delaware limited liability company formed on September 6, 2023. We do business under the name “Rev’d” and our entity name. Our principal business address is 81 Legacy Boulevard, Suite 2, Dedham, Massachusetts 02026. Our agents for service of process and their addresses are listed in Exhibit G.

Our affiliate is Rev’d Indoor Cycling LLC (“Rev’d Indoor Cycling”), which has its principal business address at 81 Legacy Boulevard, Suite 2, Dedham, Massachusetts 02026. We have no parents or predecessors.

We have offered franchises of the type being offered in this Disclosure Document since September 2023. We have never offered franchises in any other line of business. We do not currently conduct and have never conducted a business of the type you will operate. Our affiliate Rev’d Indoor Cycling has conducted a business of the type you will operate since 2014 but has never offered franchises for the type of business you will operate or in any other line of business.

Franchisor’s Business and Franchises to be Offered

We offer franchises to establish and operate a fitness studio (a “Studio” or “Franchised Business”) under our business system (the “System”) using the trade name “Rev’d” and/or such other trade names, service marks, trademarks, and indicia of origin as we may designate in writing (collectively, the “Proprietary Marks”). You will operate your Studio under a franchise agreement entered into with us (the “Franchise Agreement”) in the form included in this Disclosure Document as Exhibit A. Studios offer indoor cycling classes and bootcamp-style workouts accompanied by motivational coaching from expert trainers. If approved, some Studios also offer cross-training sessions. Each Studio is a state-of-the-art exercise facility equipped with sound, lighting, and a “video wall” displaying images and graphics, in sync with music, that enhances a trainer’s coaching of cycling and other sessions. Studios feature at least one training room (with at least 40 exercise bikes) and spacious locker rooms with showers and spa-like amenities. Those Studios offering cross-training sessions also provide all equipment necessary for those sessions.

The market for your products or services is well-developed and competitive. You will have to compete with national, regional, and local cycling studios, gyms and health clubs (including company-owned and franchised chains), yoga and Pilates studios, and independently owned fitness businesses, as well as (depending on your location) other Rev’d locations owned and operated by our affiliate, or by other Rev’d franchisees. Your sales are not typically seasonal.

Certain Laws

The business of operating a Studio is subject to all of the federal, state, and local laws and regulations applicable to gyms, fitness studios, and exercise-related businesses generally, such as the Americans with Disabilities Act, the Occupational Safety and Health Act, and laws relating to customer safety, customer privacy, taxes, business permits and licenses, zoning, building and construction, fire safety, and waste disposal. These are examples of some, but not all, of the laws that may be applicable to your Studio. Some jurisdictions have special industry laws and licensing and certification requirements with which you may have to comply. The Franchise Agreement places the responsibility for knowing and complying with all applicable laws and regulations upon you. You should research these requirements and consult with your own legal counsel before you invest.

Item 2. **BUSINESS EXPERIENCE**

Co-Chief Executive Officer: Meaghan St Marc

Ms. St Marc has served as our Co-Chief Executive Officer since we were formed in September 2023. She also serves as Co-Chief Executive Officer of our affiliate Rev'd Indoor Cycling and has held that position since co-founding the company in March 2014. Ms. St Marc is based in Dedham, Massachusetts.

Co-Chief Executive Officer: Clyde Simms IV

Mr. Simms has served as our Co-Chief Executive Officer since we were formed in September 2023. He also serves as Co-Chief Executive Officer of our affiliate Rev'd Indoor Cycling and has held that position since co-founding the company in March 2014. Mr. Simms is based in Dedham, Massachusetts.

Item 3. **LITIGATION**

No litigation is required to be disclosed in this Item.

Item 4. **BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

Item 5.
INITIAL FEES

Initial Franchise Fee. When you sign the Franchise Agreement for a single Studio franchise, you will pay us an initial franchise fee of \$40,000. The initial franchise fee is paid as a lump sum and is not refundable.

Grand Opening Advertising. Beginning 60 days before the grand opening of your Studio, and within 30 days after the opening, you must spend at least \$5,000 on an initial, grand opening advertising, marketing, and promotional program in the form and manner we approve or prescribe. To help ensure effective and consistent grand opening advertising, and to allow our franchisees to benefit from economies of scale, we require all franchisees to use our approved marketing and public relations firm to plan and assist with their initial advertising campaigns. Accordingly, you must work with this approved firm to plan and launch your campaign, and you may seek assistance from the firm for the three-month duration of your grand opening program. The firm's total fees will vary depending on the details of your marketing program, the location of your Studio, and the nature and extent of the assistance you require but are estimated to range from \$750 to \$3,000. These fees will be paid to Rev'd Indoor Cycling and passed through directly to the marketing firm. All such fees are fully earned and non-refundable when paid. For all other goods and services you need to carry out your grand opening advertising campaign (e.g., production of hard-copy advertising materials, media placement costs, etc.), you will be responsible for securing any needed vendors and will pay those vendors directly for all costs incurred.

Software License Fees. Before you open your Studio, our affiliate Rev'd Indoor Cycling will grant you access to MarianaTek, the currently approved Studio business management software that all our franchisees are required to use. MarianaTek provides a range of management tools, including class scheduling and staffing, customer reservations/cancelations, and a point-of-sale system for all customer purchases (e.g., bottled water, shoe and towel rentals, branded apparel, gift cards, etc.). After a one-time set-up fee of \$1,250, the ongoing fee for the MarianaTek software license, service, and support is currently \$700 per month but may increase depending on changes in our technology requirements or those of Rev'd Indoor Cycling, and/or changes in Rev'd Indoor Cycling's arrangement with MarianaTek. The \$700 fee is collected each month by Rev'd Indoor Cycling and paid directly to the vendor as a pass-through. Before your Studio opens for business, you will pay Rev'd Indoor Cycling the initial set-up fee of \$1,250 plus your first month's license fee of \$700, for a total of \$1,950. This amount is paid as a lump sum and is not refundable.

You are also required to use Loyalsnap, our currently approved customer relationship management and marketing software. Loyalsnap provides a variety of customer relationship management, communication, and marketing tools, including tracking of customer visits, automated e-mail/SMS marketing outreach, and e-mail blast functionality. Before you open your Studio, our affiliate Rev'd Indoor Cycling will grant you access to the Loyalsnap platform. The monthly fee for the Loyalsnap software license, service, and support is currently \$350 per month but may increase depending on changes in our technology requirements or those of Rev'd Indoor Cycling, and/or changes in Rev'd Indoor Cycling's arrangement with Loyalsnap. This fee is collected each month by Rev'd Indoor Cycling and paid directly to the vendor as a pass-through. Before opening your Studio, you will pay Rev'd Indoor Cycling your first month's license fee of \$350. This fee is paid as a lump sum and is not refundable.

Item 6.
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	7% of prior month's Gross Sales or \$2,000, whichever is greater	By the 10 th of the following month	See Note 1.
Advertising Fund	If established, an amount specified by us, but not greater than 2% of prior month's Gross Sales.	By the 10 th of the following month	See Note 2.
Local Advertising and Promotion	As specified by us, but not greater than 2% of prior month's Gross Sales.	Monthly, as incurred	See Note 3.
Regional Advertising Cooperative	If established, 1% of prior month's Gross Sales, up to a maximum of 2% of prior month's Gross Sales.	As determined by us; typically monthly	See Note 4.
Site Evaluation	Amount of our expenses for on-site evaluations	As incurred	See Note 5.
Software License Fees/Costs	Approximately \$2,250 per month, currently	Monthly, as incurred	See Note 6.
Music Licensing Fees	Approximately \$150 to \$350 per month	Monthly, as incurred	See Note 7.
Training Fee	Then-current training fee; currently \$300 per person per day	Before training or as incurred	See Note 8.
Overdraft Fee	\$50	As incurred	See Note 9.
Audit Costs	Cost of audit	Upon billing after inspection/audit	See Note 10.
Interest	On overdue payments, the lesser of 18% per annum or the maximum rate permitted by law	Upon payment of overdue amounts	See Note 11.
Testing and Evaluation Costs	Reasonable cost of inspection, evaluation, or testing (likely \$500 or less)	As incurred	See Note 12.
Studio Maintenance and Refurbishment	Approximately \$2,000 to \$7,500 per year	As incurred	See Note 13.
Relocation Fee	\$5,000 or such greater amount necessary to reimburse us for costs associated with the relocation of your Studio	As incurred	See Note 14.
Transfer Fee	25% or 50% of the then-current initial franchise fee depending on nature of transfer	Before approval of transfer	See Note 15.

Type of Fee	Amount	Due Date	Remarks
Renewal Fee	50% of the then-current initial franchise fee	Before approval of renewal	See Note 16.
Insurance	Cost of insurance plus our procurement expenses if not obtained by you	As requested by vendor	See Note 17.
Indemnification	Cost of liability	As incurred	See Note 18.
Fees on Default	Cost of collection and attorneys' fees	As incurred	See Note 19.
Franchisee's Public Offering Fee	\$10,000 or such higher cost as necessary for us to review your documents for a public offering including legal and accounting fees	As incurred	See Note 20.

Except as stated above, you will pay all fees to us. All fees are non-refundable and uniformly imposed on all franchisees. You may not set off any payments due under your Franchise Agreement against any monetary claim you may have against us.

Note 1 - Royalty: You will pay a royalty fee (the “Royalty”) beginning on the date your Studio opens to the public and continuing for the duration of the term of your Franchise Agreement. The Royalty is payable monthly and withdrawn electronically from your designated bank account, but we may change the time and the manner of payment. “Gross Sales” as defined in the Franchise Agreement means all revenue from the sale of any products, merchandise, and services, and all other income of every kind and nature at or from your Studio, including, for example, any proceeds from business interruption insurance, and any proceeds, whether for cash or credit, and regardless of collection in the case of credit, of sales to employees and managers, family members, or other businesses you own or control, not reduced by any discounts received in connection with such transactions. “Gross Sales” will not include (i) any sales taxes or other taxes collected from customers by Franchisee and paid directly to the appropriate taxing authority, (ii) the amount of any proceeds from insurance with respect to your property damage or liability, or proceeds from any civil forfeiture, condemnation, or seizure by governmental entities, or (iii) the amount of any returns, credits, allowances, adjustments, or uncollectible amounts, subject to the limitation that uncollectible amounts cannot exceed 0.5% of Gross Sales for any of your fiscal years. Subsequent collections of charged-off amounts must be included in Gross Sales when collected.

Note 2 - Advertising Fund: As of the date of this Disclosure Document, we have not established the System’s advertising fund (the “Advertising Fund”) for marketing, public relations, and related expenses, but we have the right to do so. If we establish the Advertising Fund, you will contribute 1% of your prior month’s Gross Sales each month. You will make these contributions at the same time and in the same manner as you pay the Royalty. We can adjust or discontinue the Advertising Fund contributions and related expenditures, provided that any increase will not raise the total fee to more than 2% of your prior month’s Gross Sales.

Note 3 - Local Advertising and Promotion: Each month during the term of the Franchise Agreement, you must expend at least an amount equal to 2% of your prior month's Gross Sales on local marketing, advertising, and promotion, in the manner we may specify in our confidential operating manual (the "Manual") or otherwise in writing. We reserve the right, on 30 days' written notice, to require you to make monthly payments to us up to 2% of your prior month's Gross Sales, which we will then spend on local marketing, advertising, and promotion on your behalf (in lieu of requiring you to expend the monies yourself). If a regional advertising Cooperative (as described in Note 4, below) is established, any contributions you make to such Cooperative will be credited towards your required local advertising expenditures (if any).

Note 4 - Regional Advertising Cooperative: We have the right, in our discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"). If we establish a Cooperative applicable to your Studio, you must become a member and must make contributions to the Cooperative in an amount equal to 1% of your prior month's Gross Sales. On 30 days' written notice to you, we can increase the amount of these contributions, but not in excess of an amount equal to 2% of your prior month's Gross Sales. Any contributions you make to the Cooperative will be credited towards your required local advertising expenditures.

Note 5 - Site Evaluation: If we determine in our reasonable discretion that our on-site evaluation of the proposed location of your Studio is necessary, you must reimburse us for the reasonable expenses we incur in such on-site evaluation, including the travel, lodging, and meals of our personnel.

Note 6 - Software License Fees/Costs: These fees/costs include the cost of the AppleCare support program required for your Studio's iMac computer(s) and iPad(s), which is paid directly to Apple on either a monthly or annual basis. The figure in the table above also includes the cost of the monthly fees you will pay for your access and use of the required Studio business management software (MarianaTek, \$700/month) and customer relationship management and marketing software (Loyalsnap, \$350/month). These fees are collected each month by Rev'd Indoor Cycling and paid directly to the vendors as a pass-through. As described in Item 5, the MarianaTek software provides a range of Studio management tools, including class scheduling and staffing, customer reservations/cancelations, and a point-of-sale system for all customer purchases. The Loyalsnap platform provides a variety of customer relationship management and marketing tools, including tracking of customer visits, automated e-mail/SMS marketing outreach, and e-mail blast functionality. For scheduling staff coverage of your front-desk area, you must also obtain and use scheduling software that provides the needed functionality and otherwise meets System standards. We recommend (but do not currently require) that you use When I Work software for this purpose. If you choose to obtain access to the When I Work platform, the ongoing fee is currently approximately \$200/month and is paid directly to the vendor. The figure in the table above includes this monthly fee. You may use a different scheduling application as long as it provides the ability to assign shifts to front desk staff, allows staff members to view shift assignments and drop/swap/pick up shifts, allows you to provide administrative permissions, and otherwise meets System standards.

Note 7 - Music Licensing Fees: You must obtain all necessary licenses and approvals from music performance rights organizations (e.g., ASCAP, BMI, SESAC) to allow you to play copyrighted music throughout your Studio and during indoor cycling and other fitness training sessions. The figures in the table are an estimate of the current monthly cost of the licenses and approvals needed by a typical Studio. These fees may increase over time.

Note 8 - Training Fee: The Training Fee is charged (1) if you request (and we approve) the attendance of more than four individuals at your Initial Training Program; (2) for initial training provided to individuals you subsequently employ as lead fitness trainer or in a management position; and (3) for attendance by your personnel at such additional courses, seminars, and training programs as we may reasonably require from time-to-time. See Item 11 for more information. In addition to this fee, you will be responsible for any other expenses incurred by you and your personnel in connection with any training, including, for example, the costs of transportation, lodging, meals, and wages.

Note 9 - Overdraft Fee: This fee is payable to us for each electronic funds transfer attempted from your designated bank account that is returned for non-sufficient funds.

Note 10 - Audit Costs: If an inspection or audit reveals that any of your income or sales have been understated by 2% or less in any report to us, then you must pay us the amount due, immediately upon demand, plus interest. If an inspection or audit reveals that any of your income or sales have been understated by more than 2% but less than 5%, then you must pay us the amount due, immediately upon demand, plus interest and all of our costs and expenses in connection with the inspection, including travel, lodging, wages, and reasonable accounting and legal costs.

Note 11 - Interest: If any payment to us is overdue, you must pay us the amount due, immediately upon demand, plus interest on that amount from the date it was due until paid, at the rate of 18% per annum or the maximum rate permitted by law, whichever is less. Interest on overdue amounts is in addition to any other remedies we may have.

Note 12 - Testing and Evaluation Costs: If you request our approval of a new supplier that you wish to use, we have the right to require that our representatives be permitted to inspect the supplier's facilities and evaluate and test samples of its products. You must pay us or our representatives, as we require, a charge not to exceed the reasonable cost of any such evaluation, inspection, or testing.

Note 13 - Studio Maintenance and Refurbishment: You must, at your expense, maintain the premises of your Studio in a clean, orderly condition and in excellent repair, and make such additions, alterations, repairs, and replacements as may be required for that purpose, including, for example, periodic repainting or replacement of obsolete signs, furnishings, equipment, and décor as we may reasonably direct. In addition, at our request, but no more than once every three years (unless sooner required by your lease), you must refurbish the Studio and its premises to conform to the building design, trade dress, color schemes and presentation of the Proprietary Marks in a manner consistent with the then-current image for new Rev'd franchised businesses. Such refurbishment may include structural changes, installation of new equipment, remodeling, redecoration, and modifications to existing improvements.

Note 14 - Relocation Fee: You may not relocate your Studio without our prior written approval. In connection with our approval, if granted, you must us \$5,000 or such greater amount necessary to reimburse us for costs associated with your relocation.

Note 15 - Transfer Fee: If there is a transfer under the Franchise Agreement, you must pay to us a transfer fee as follows: (i) if the transfer is of less than 50% of the ownership interests in you (if you are a legal entity), then you must pay us a transfer fee equal to 25% of our then-current initial franchise fee; or (ii) if the transfer is of 50% or more of the ownership interests in you (if you are a legal entity), is of all or substantially all of the assets of your Franchised Business, or is an assignment of your Franchise Agreement, then you must pay us a transfer fee equal to 50% of our then-current initial franchise fee. If you are an individual, in the event of a transfer to a corporation or limited liability company formed by you for the convenience of ownership, you will not have to pay a transfer fee, but will have to reimburse us for the reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, we incur with respect to the transfer.

Note 16 - Renewal Fee: If you renew your rights under the Franchise Agreement, you must pay us a renewal fee in an amount equal to 50% of the initial franchise fee being charged to new Rev'd franchisees at the time of your renewal.

Note 17 - Insurance: Before you open your Studio, you must procure and then maintain at all times during the term of your Franchise Agreement, at your expense, insurance coverage providing the types and minimum amounts of coverage as we specify in the Manual. Our current minimum insurance requirements are described in more detail in Item 8 and include, for example, comprehensive general liability insurance, property and casualty insurance, business interruption insurance, statutory workers' compensation insurance, employer's liability insurance, product liability insurance, and automobile insurance coverage for all vehicles used in connection with the operation of your Studio. We may change these insurance requirements, upon reasonable notice to you, to conform to prudent business practices. All insurance policies must name us and our affiliate(s) as additional named insureds. In addition, if appropriate, you must have additional coverage that is designated by the landlord of the premises of your Studio, which coverage may include, for example, employer's liability, business automobile liability, and umbrella/excess liability insurance. If you fail to obtain or maintain the insurance required, we will have the right and authority, but not the obligation, to procure and maintain the required insurance in your name and charge you for it. Any such charges, together with a reasonable fee for our expenses, will be payable by you immediately upon notice.

Note 18 - Indemnification: Under the Franchise Agreement, you are required to indemnify and hold us and our affiliates, and our respective officers, directors, and employees harmless against all claims, losses, liabilities, and damages arising from the operation of your Studio.

Note 19 - Fees on Default: Under the Franchise Agreement, if you default on any of your obligations under the Franchise Agreement, and we engage an attorney for collection or enforcement purposes, you must pay all of our damages and costs to the extent permitted by law.

Note 20 - Franchisee's Public Offering Fee: If you are a legal entity, you may offer securities or partnership interests in your entity to the public only with our prior written consent, which will not be unreasonably withheld. For each proposed offering, you must pay us a non-refundable fee

of \$10,000 or such greater amount as is necessary to reimburse us for our reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees.

Item 7.
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Estimated Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (Note 1)	\$40,000	Lump sum	Upon signing your Franchise Agreement	Us
Leasehold Improvements (Note 2)	\$250,000 to \$1,000,000	As arranged	As requested by contractors	Contractors, architects, and suppliers
Initial Rent Payments (Note 3)	\$8,000 to \$24,000	Lump sum	Upon signing your lease agreement	Landlord
Signage (Note 4)	\$7,000 to \$13,000	As arranged	Before opening	Suppliers
Furniture and Fixtures (Note 5)	\$2,000 to \$7,000	As arranged	Before opening	Suppliers
Exercise Equipment (Note 6)	\$60,000 to \$125,000	As arranged	Before opening	Suppliers
Initial Inventory (Note 7)	\$5,000 to \$10,000	As arranged	Before opening	Suppliers
Initial Supplies (Note 8)	\$2,500 to \$5,000	As arranged	Before opening	Suppliers
Computers, Telecommunications, and Security System (Note 9)	\$4,500 to \$5,500	As arranged	Before opening	Suppliers
Initial Training Expenses (Note 10)	\$3,000 to \$5,000	As arranged	Before opening	Suppliers
Grand Opening Advertising (Note 11)	\$5,000	As arranged	Within 60 days before opening and 30 days after opening	Suppliers
Utility Deposits (Note 12)	\$1,500 to \$2,500	As arranged	Before opening	Suppliers

Type of Expenditure	Estimated Amount	Method of Payment	When Due	To Whom Payment is to be Made
Insurance Premiums (Note 13)	\$4,500 to \$6,000	As arranged	Before opening	Suppliers
Permits and Licenses (Note 14)	\$100 to \$3,000	As arranged	Before opening	Suppliers
Additional Funds (Note 15)	\$15,000 to \$20,000	As incurred	Expended over approximately the first 3 months of operation	Employees, utility providers, and suppliers
TOTAL	\$408,100 to \$1,271,000			

All estimated costs and payments listed in the table above are non-refundable unless otherwise stated or permitted by the payee. We do not offer financing of any of the initial investment costs.

Note 1 - Initial Franchise Fee: As discussed in Item 5, the initial franchise fee for a single Studio franchise is \$40,000.

Note 2 - Leasehold Improvements: If you do not already own a site for your Studio, you must lease or acquire a site for the term of your Franchise Agreement. The approximate size of the premises of your Studio will range from 1,800 to 3,000 square feet, depending on the nature of the fitness training options you will offer at your Studio. For example, a Studio focused on indoor cycling and bootcamp-style training sessions will typically range from 1,800 to 2,500 square feet in size, while a Studio featuring those options plus sessions oriented toward cross-training will typically require 2,000 to 3,000 square feet of space. You must build out and/or renovate your Studio in accordance with our specifications. The build-out and/or renovation costs will vary depending on the site but may include the costs of making storefront improvements; constructing interior walls; and installing or upgrading HVAC systems, flooring, ceilings, and wallcoverings. The estimate in the table assumes that basic plumbing and electricity exists on the premises. Your net leasehold improvement costs will depend on the condition of your location as provided by your landlord, and any tenant improvement allowance and/or free rent that you may receive from your landlord. You are responsible for compliance with all applicable federal, state, and local laws and regulations, including zoning and building codes.

Note 3 - Initial Rent Payments: If you do not already own a site for your Studio, you must lease or acquire a site for the term of your Franchise Agreement. If you lease the premises for your Studio, the figures in the table above are an estimate of the cost of the first three months' rent for a typical Studio, plus one month's rent as a security deposit. We have not provided an estimate of the cost of purchasing the premises for your Studio because we anticipate you will lease the premises.

Note 4 - Signage: You will need to purchase interior and exterior signage for your Studio. We will make available to you, at no charge, standard specifications for approved signage. All signage

must comply with System standards and your local building and other codes. The figures in the chart reflect the estimated cost of interior and exterior signage for a representative Studio (including the estimated cost of permitting and installation). The actual cost of signage depends on the size and location of your Studio, the particular requirements of the landlord, and local and state ordinances and zoning requirements.

Note 5 - Furniture and Fixtures: The type and number of fixtures and pieces of furniture you require will be based mainly on the size of your Studio and the types of training options you offer (e.g., indoor cycling and bootcamp-style sessions only, or cross-training sessions as well). The figures in the table are an estimate of the cost of the fixtures and furnishings typically found in a representative Rev'd Studio. These items include, for example, a desk, furniture, and mini-fridge for the lobby; locker room fixtures (e.g., lockers, bathroom and shower stalls, benches); a training room podium and benches; a training room video wall (which is used to project images and graphics that enhance a trainers' coaching of cycling and other sessions); training room lighting and neon signage; shelving for branded apparel and towel and shoe rentals; and other related items. For those items that we require all Studios to contain, we will provide you with specifications for the approved types/models. You must purchase all fixtures and furnishings from third-party suppliers we have approved.

Note 6 - Equipment: The figures in the table are an estimate of the cost of the exercise equipment and other equipment required for a typical Studio. This equipment includes, for example, exercise bikes (minimum of 40), free weights (sufficient for at least 40 athletes), 10 trainer headsets/microphones (with battery packs), shoes to rent to athletes (at least 50 pairs of various sizes), stereo equipment and a sound system, the video wall operations system (hardware and software), a defibrillator, a humidifier, a hand dryer (for battery packs), and other related items. Note that if your Studio will offer cross-training sessions, you will need to also purchase or lease the additional equipment required for those sessions (e.g., weights, rowing machines, sandbags, battle ropes, exercise bands, jump ropes, etc.). If you choose to purchase this equipment, the estimated cost for a typical Studio is \$225,000 to \$275,000. We will provide you with specifications for the types/models of equipment you will be required to purchase or lease for your Studio. You must purchase all your equipment from third-party suppliers we have approved. Currently, neither we nor our affiliate are approved suppliers of any required equipment, but we reserve the right to designate ourselves and/or our affiliate as approved suppliers, or the only approved suppliers, of certain equipment you must use in your Studio.

Note 7 - Initial Inventory: The figures in the table are an estimate of the cost of the initial inventory of retail items needed to support the opening a representative Studio. These items include exercise-related items (e.g., water bottles), towels (for both sale and rent), bottled water, approved packaged food items (e.g., energy/protein bars), and other merchandise. Your actual amount purchased will depend on your anticipated sales, which will depend on a variety of factors such as the size and location of your Studio and overall anticipated demand. In addition, before opening, you must purchase at least \$5,000 worth of REV'D-branded apparel (tops, bottoms, and accessories) for resale at your Studio. Prior to purchasing any such apparel for your initial (or ongoing) inventory, you must provide us, for our review and approval, a mock-up of the apparel items you plan to purchase, with each item displaying the proposed branding. We will approve or disapprove the proposed apparel and branding, in our sole discretion, within 10 business days after receiving your mock-up and written request for review. You may not offer or sell any branded

apparel without our prior written approval. We may revoke our approval of apparel and/or a branding at any time in our sole discretion. You must purchase all your inventory items from third-party suppliers we have approved.

Note 8 - Initial Supplies: The figures in the table are an estimate of the cost of the initial supplies needed to support the opening of a typical Studio. These supplies include office and front desk supplies, cleaning supplies (including at least two vacuum cleaners), bathroom and shower supplies and amenities (e.g., tissues, hand sanitizer, earplugs, hair ties, etc.), hangers for the locker rooms and retail apparel items, and similar items used in the operation of the Studio. Your actual amount purchased will depend on a variety of factors such as the size and location of your Studio and overall anticipated demand.

Note 9 - Computers, Telecommunications, and Security System: You will be required to purchase or lease the computer hardware, software, telecommunications equipment, and security system we specify in the Manual (the “Computer System”). The type and number of computers and other hardware, software, telecommunications equipment, and security system components required may vary depending on the location and layout of your Studio. Currently, the Computer System for a typical Studio would include one or two Apple iMac computers (each with at least a 24-inch display) and one or two Apple iPads (10th generation or later), all with AppleCare support; high-speed internet access; one or two WiFi routers; a multi-function printer; two telephones; a surveillance system including five to eight security cameras; and access to the required software platforms (currently: MarianaTek, Loyalsnap, and a front-desk-staff scheduling application, such as When I Work). The figures in the table are an estimate of the cost of the Computer System required for a representative Studio (i.e., all hardware and equipment (\$2,000 to \$3,000), the MarianaTek initial set-up fee of \$1,250 plus the first month’s license fee of \$700; and the first month’s Loyalsnap fee of \$350 and When I Work fee of \$200).

Note 10 - Initial Training Expenses: Our Initial Training Program for franchisees consists of two components: the Operations Training Program and the Product Training Program. See Item 11 for more information. Approximately six weeks prior to opening your Studio, you (or, if you are a legal entity, one of your owners) must attend and complete, to our satisfaction, the full Initial Training Program, and your designated lead fitness trainer must attend and complete, to our satisfaction, the Product Training Program. At your option, up to two of your operational/front desk personnel may also attend the Operations Training Program, provided that we will have the right, in our reasonable discretion, to approve the attendance of any such personnel. All training will be provided through a combination of in-person and virtual training (via the Internet or by teleconference). In-person training will take place in Boston, Massachusetts, or at another location we designate. The Operations Training Program is typically completed over the course of four to five consecutive days. The Product Training Program is approximately [54 to 58] hours in length, with the first 25 hours conducted virtually. We will provide instructors and training materials for the Initial Training Program, at no charge, for up to four individuals. You will be responsible for all expenses incurred by you and your personnel in connection with the Initial Training Program, including the costs of transportation, lodging, meals, and wages. The estimate in the table above includes the costs of transportation, lodging, meals and wages for you and your personnel during training. These costs vary greatly based on the time of year and the choices you make for travel, hotels, meals, etc.

Note 11 - Grand Opening Advertising: Beginning 60 days before the grand opening of your Studio, and within 30 days after the opening, you must spend at least \$5,000 on an initial grand opening advertising program in the form and manner we approve or prescribe. To help ensure effective and consistent grand opening advertising, and to allow our franchisees to benefit from economies of scale, we require all franchisees to use our approved marketing and public relations firm to plan and assist with their initial advertising campaigns. Accordingly, you must work with this approved firm to plan and launch your campaign, and you may seek assistance from the firm for the three-month duration of your grand opening program. The firm's total fees will vary depending on the details of your marketing program, the location of your Studio, and the nature and extent of the assistance you require but are estimated to range from \$750 to \$3,000. These fees will be paid to Rev'd Indoor Cycling and passed through directly to the marketing firm. For all other goods and services you need to carry out your grand opening advertising campaign (e.g., production of hard-copy advertising materials, media placement costs, etc.), you will be responsible for securing any needed vendors and will pay those vendors directly for all costs incurred.

Note 12 - Utility Deposits: The figures in the table are an estimate of the cost of the deposits necessary to begin the utility services (telephone, electricity, water, etc.) needed for operation of a typical Studio.

Note 13 - Insurance Premiums: Before you open your Studio, you must purchase the insurance coverage required by the Franchise Agreement, as described in Item 6 and Item 8 of this Disclosure Document. The cost of your insurance coverage will vary from state to state and will depend on your prior loss experience, if any, and/or the prior loss experience of your insurance carrier in the state or locale in which you operate, and national or local market conditions. The figures shown in the table above are an estimate of the total cost of three months of insurance premiums for a typical Studio. If you fail to obtain or maintain the insurance required, we will have the right and authority (but not the obligation) to procure and maintain the required insurance in your name and to charge you for it, which charges, together with a reasonable fee for our expenses in so acting, will be payable by you immediately upon notice.

Note 14 - Permits and Licenses: Before the opening of your Studio, you must obtain all necessary government approvals, permits, and licenses. The figures in the table are an estimate of the cost of obtaining building permits, certificates of occupancy and certificates of health, "dba" registrations, business licenses, and reseller's certificates for a representative Studio.

Note 15 - Additional Funds: The figures in the table are an estimate of the additional funds needed during the one-month period prior to a franchised Studio opening and during the first three months of operations (less income earned, and not including any finance costs, debt service, or any salary or other payments to the franchisee (if an individual)). This estimate includes initial costs of employee recruitment, training, and wages; other variable costs (e.g., utilities); and general and administrative costs. During the first three months of operation, controllable expenses, such as labor, supplies, and direct operating costs, are typically above average for a Studio due to the need for additional staff training to ensure exceptional service and promotion of the Studio. The actual amount of additional funds you will need will depend on a variety of factors, such as the number of paid employees you hire and their rate of pay, your own management and operational skill, economic conditions, and competition. The estimate shown in the table is based on the actual

opening experience of our affiliate, Rev'd Indoor Cycling, in operating its company-owned Rev'd studios in and around Boston, Massachusetts.

Item 8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases or Leases of Goods and Services, Fixtures, Equipment, Inventory and Supplies, Computer System, and Other Items

You must sell or offer for sale only such products, merchandise, and services as we have expressly approved for sale; sell or offer for sale all types of products, services, and merchandise we specify; refrain from any deviation from our standards and specifications without our prior written consent; and discontinue selling and offering for sale any products, merchandise, and services that we disapprove at any time. You must maintain in sufficient supply (as we may prescribe in the Manuals or otherwise in writing) and always use only those products and equipment acquired from suppliers we designate or approve, and such other materials, supplies, fixtures, furnishings, and signs that conform to our standards and specifications. You may not deviate from our standards and specifications by the use of nonconforming items without our prior written consent.

We will provide specifications for the equipment and supplies you will be required to purchase for your Studio. The main components of the initial package include a minimum of 40 exercise bikes; free weights (sufficient for at least 40 athletes); lobby, locker room, and training room furniture; stereo equipment and a sound system; a training room video wall, lighting, and neon signage; the video wall operations system (hardware and software); the required Computer System; your initial inventory of branded apparel and other merchandise; 10 trainer headsets/microphones (with battery packs), shoes to rent to athletes (at least 50 pairs of various sizes); a defibrillator; and other related items. Note that if your Studio will offer cross-training sessions, you will need to also purchase or lease the additional equipment required for those sessions (e.g., weights, rowing machines, sandbags, battle ropes, exercise bands, jump ropes, etc.). If you choose to purchase this equipment, the estimated cost for a typical Studio is \$225,000 to \$275,000. In order to maintain brand integrity, ensure consistency in quality, and consolidate purchasing power, you must purchase your equipment and supplies from third-party suppliers we have approved. Currently, neither we nor our affiliate are approved suppliers of any required equipment, but we reserve the right to designate ourselves and/or our affiliate as approved suppliers, or the only approved suppliers, of certain equipment you must use in your Studio.

As described in Items 7 and 11, the required Computer System for a typical Studio includes one or two Apple iMac computers (each with at least a 24-inch display) and one or two Apple iPads (10th generation or later), all with AppleCare support; high-speed internet access; one or two WiFi routers; a multi-function printer; two telephones; a surveillance system including five to eight security cameras; and access to the required software platforms (currently: MarianaTek, Loyalsnap, and a front-desk-staff scheduling application, such as When I Work).

Before opening your Studio, you must purchase at least \$5,000 worth of REV'D-branded apparel (tops, bottoms, and accessories) for resale at your Studio. Prior to purchasing any such

apparel for your initial (or ongoing) inventory, you must provide us, for our review and approval, a mock-up of the apparel items you plan to purchase, with each item displaying the proposed branding. We will approve or disapprove the proposed apparel and branding, in our sole discretion, within 10 business days after receiving your mock-up and written request for review. You may not offer or sell any branded apparel without our prior written approval. We may revoke our approval of apparel and/or a branding at any time in our sole discretion.

You may be required to participate in Internet and multi-area marketing programs, including national accounts programs, yellow pages, directory, affinity, gift card and loyalty programs, contests and awards, and co-branding programs that we develop in the future. Such programs may require your cooperation (including refraining from certain channels of marketing and distribution), participation (including payment of commissions or referral fees), and adherence to pricing to the extent permitted by law.

We or our affiliate Rev'd Indoor Cycling may be the only approved supplier(s) of those Internet and multi-area marketing programs. Two of our current officers each own an interest in Rev'd Indoor Cycling. Neither we nor our affiliate are approved suppliers of any other goods or services. We may in the future offer or designate others to offer certain supplies or services, and we or our affiliate(s) may become approved suppliers or the only approved suppliers for other goods and services. Neither we nor our affiliate, however, have any current plans to become an approved or the only approved supplier of any other goods or services.

Before you open your Studio, you will procure and then maintain at all times during the term of your Franchise Agreement, at your expense, insurance coverage providing the types and minimum amounts of coverage as we specify in the Manual. Our current minimum insurance requirements are as follows:

- comprehensive general liability and products liability insurance, with limits no less than \$1 million per occurrence and \$2 million in the aggregate;
- professional liability coverage with limits no less than \$1 million per occurrence and in the aggregate;
- employer's liability coverage with limits no less than \$1 million per occurrence and in the aggregate;
- employment practices - \$500,000/\$500,000;
- personal and advertising injury insurance with aggregate limit no less than \$1,000,000;
- automobile insurance coverage for all vehicles used in connection with the operation of your Studio, with limits no less than \$1 million;
- cybersecurity coverage in an amount not less than \$1 million;
- business income/interruption insurance covering at least 50% of annual Gross Sales;
- business personal property coverage;

- fire damage legal liability insurance with aggregate limit no less than \$1,000,000 per occurrence;
- tenant improvement coverage; and
- statutory workers' compensation insurance with limits no less than those required by law.

These insurance policies must name us and our affiliate(s) as additional named insureds. We may change these insurance requirements, upon reasonable notice to you, to conform to prudent business practices. If you fail to obtain or maintain the insurance required, we will have the right and authority (but not the obligation) to procure and maintain the required insurance in your name and to charge you for it, which charges, together with a reasonable fee for our expenses in so acting, will be payable by you immediately upon notice.

In addition, if appropriate, you must have additional coverage that is designated by the landlord of the premises of your Studio, with the landlord named as an additional insured if required. Such coverage may include, for example, employer's liability, business automobile liability, and umbrella/excess liability insurance.

Supplier Approval

Other than as described in this Item 8 or as provided in the Manual or otherwise in writing, we do not currently designate approved suppliers for any equipment or inventory for your Studio. We have the right under your Franchise Agreement to require that you purchase all items, supplies, materials, and other products and equipment used or offered for sale at your Studio for which we have established standards or specifications solely from suppliers that demonstrate to our continuing reasonable satisfaction the ability to meet our standards and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who have been approved by us in the Manual or otherwise in writing.

We base our specifications and product and supplier approvals on our discretionary determination of quality, value, and appearance. There are no written criteria for supplier approval. If you request us to approve a new supplier, there is currently no fee for supplier approval unless we require inspection, evaluation, or testing, in which case you will pay a charge not to exceed the reasonable cost of any such evaluation, inspection, or testing. We may issue product specifications in the Manual or otherwise in writing and modify them at any time. We will use our best efforts to respond to a written request to approve a supplier within 30 days of its receipt. We may revoke our approval of a supplier at any time at our sole discretion.

In addition, you may not hire any third party or outside vendor to perform any services you are obligated to perform under the Franchise Agreement, without our prior written approval. Our consideration of any proposed outsourcing vendor may be conditioned on that vendor's entry into a confidentiality agreement with us and you, in a form we provide.

Our Specifications and Standards

To maintain uniform standards of quality, appearance, and marketing, it is essential that you conform to our standards and specifications. Our specifications are or will be provided in the

Manual. You will conform all of your leases, fixtures, goods, services, inventory, equipment, software, advertising, marketing, trademark usage, trade dress, suppliers, and materials required for the operation of your Studio to our standards and specifications. You will manage your own operations and employees. You will follow our trademark and copyright usage directions.

Payments to Us and Affiliates from Suppliers and from Sales to You

a. Payments to Us or Affiliates from Suppliers. Currently, neither we nor our affiliate receive any license fees, commissions, promotional fees, advertising allowances, rebates, convention promotions, payments for purchases of goods, or other payments based on required purchases by franchisees from third-party suppliers, but we reserve the right to receive such fees, commissions, allowances, rebates, promotions, and payments.

b. Revenue from Sales by Us or Affiliates to You. We do not derive any revenue or profit from sales or leases to you of any goods or services.

c. Amounts of These Payments from Suppliers and from Sales to You. As noted in Item 1, we were formed in September 2023. In the fiscal year ended December 31, 2023, neither we nor our affiliate derived any revenue from required franchisee purchases or leases of goods and services, whether from us or our affiliate or from third-party suppliers.

Extent of Required Purchases Compared to Your Total

We estimate that the cost of required purchases or leases from us or our affiliates, or from suppliers we specify or approve, will be approximately 35% to 65% of the total cost of purchases or leases required to establish your Studio. During your operation of your Studio, the cost of required purchases or leases from us or our affiliates, or from suppliers we specify or approve, is estimated to be approximately 85% to 100% of your total annual cost of purchases and leases.

Cooperatives and Associations

There are no franchisee purchasing or distribution cooperatives.

Negotiated Prices

We may negotiate purchase arrangements with suppliers for the benefit of our franchisees.

Material Benefits

We do not provide material benefits to you based solely on your use of designated or approved sources other than that you will not be in default under your Franchise Agreement, you will be able to renew or transfer, and you will have the intangible benefit of uniform quality standards.

Item 9.
FRANCHISEE’S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	1.2, 5, Exhibit B	Item 11
b. Pre-opening purchases/leases	7.6	Items 5, 6, 7, and 8
c. Site development and other pre-opening requirements	5, 7.6, Exhibit B	Items 8 and 11
d. Initial and ongoing training	6	Items 6, 7, and 11
e. Opening	5.3, 5.4, and 7.6	Item 11
f. Fees	4	Items 5, 6, and 7
g. Compliance with standards and policies/operating manuals	7.2, 7.3, 9	Items 8 and 11
h. Trademarks and proprietary information	8 and 10	Items 13 and 14
i. Restrictions on products/services offered	7.3 and 7.5	Items 8 and 16
j. Warranty and customer service requirements	Not applicable	Item 11
k. Territorial development and sales quota	1.3	Item 12
l. Ongoing product/service purchases	7.3	Item 8
m. Maintenance, appearance, and remodeling requirements	7.9 and 7.10	Items 8 and 11
n. Insurance	13	Items 6 and 7
o. Advertising	12	Items 6, 7, and 11
p. Indemnification	20.3	Item 6
q. Owner’s participation/ management/staffing	7.11, 7.12, 17.2	Items 11 and 15
r. Records/reports	11	Item 6
s. Inspections/audits	7.7 and 11.4	Items 6 and 11
t. Transfer	14	Item 17
u. Renewal	2.2	Item 17
v. Post-termination obligations	15.6 and 16	Item 17
w. Non-competition covenants	17	Item 17
x. Dispute resolution	25	Item 17
y. Other (Security interest; Guarantee of franchisee obligations)	14.5, 18.4, Exhibit E	Item 15

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, we are not required to provide you with any assistance.

Our Obligations Before You Open

Before you open your Studio, we will:

1. Provide you with (a) site selection guidelines and consultation as we deem advisable, (b) such on-site evaluation as we deem advisable, and (c) such assistance with lease negotiation as we deem advisable (Franchise Agreement, Section 1.2 and Exhibit B).
2. Approve or disapprove your proposed site within 30 days of receiving all required information and materials regarding the site. You, however, are solely responsible for conforming the site to local ordinances and building codes and obtaining any required permits; we do not provide any assistance in that regard (Franchise Agreement, Section 1.2 and Exhibit B).
3. Make available to you standard design plans and specifications for a prototypical Studio (Franchise Agreement, Section 3.1).
4. Train up to four individuals in the Initial Training Program, free of charge (Franchise Agreement, Section 6.) See below in this Item 11 for information about the Initial Training Program.
5. Make available to you advertising and promotional materials at your expense (Franchise Agreement, Sections 3.4 and 12).
6. Lend you a copy of the Manual consisting of such materials including, without limitation, e-mails, leaflets, videos, or any other documents or written materials or mediums we use that we furnish to our franchisees from time to time for their use in operating Studios (Franchise Agreement, Sections 3.5 and 9).
7. Provide you a written list of initial equipment for your Studio for purchase with written specifications for the suppliers we designate for such equipment; provided, however, that we are not required to provide detailed specifications for each piece of equipment and are not responsible for delivery or installment of such equipment (Franchise Agreement, Section 3.7).
8. Provide you a template document created by us for reporting sales, payroll, and inventory, and other management tools (Franchise Agreement, Sections 3.8).

Our Obligations During the Operation of Your Studio

After you open your Studio to the public, at no additional charge except as described below, we will:

1. Make available to you advertising and promotional materials at your expense (Franchise Agreement, Sections 3.4 and 12).
2. Review and approve advertising you submit to us (Franchise Agreement, Section 12.3).
3. Conduct inspections of the operation of your Studio at our expense as we deem advisable (Franchise Agreement, Section 3.6).
4. Provide you with advice and loan you written materials regarding content and supervision of fitness classes, advertising of products, customer service and retention, and business performance and operation of your Studio (Franchise Agreement, Section 3.9).
5. Provide you with the names of any suppliers we designate or approve to make available to you for sale supplies, materials, and other products and equipment used or offered for sale at Studios as we may designate in writing (Franchise Agreement, Section 7.5).
6. Administer the Advertising Fund (if established) and expend amounts in the Advertising Fund on the development of advertising and promotional programs and materials (Franchise Agreement, Sections 3.10 and 12).

In addition, to the extent permitted by law, we may (but are not required to) determine or recommend your prices, determine product resale prices, and determine pricing strategy for multi-area marketing and loyalty programs.

Advertising Programs

Grand Opening Advertising. Beginning 60 days before the grand opening of your Studio, and within 30 days after the opening, you must spend at least \$5,000 on an initial grand opening advertising program in the form and manner we approve or prescribe. To help ensure effective and consistent grand opening advertising, and to allow our franchisees to benefit from economies of scale, we require all franchisees to use our approved marketing and public relations firm to plan and assist with their initial advertising campaigns. For all other goods and services you need to carry out your grand opening advertising campaign (e.g., production of hard-copy advertising materials, media placement costs, etc.), you will be responsible for securing any needed vendors and will pay those vendors directly for all costs incurred. (Franchise Agreement, Section 12.1.) See Item 7 for more information on grand opening advertising requirements.

Local Advertising and Promotion. Each month during the term of the Franchise Agreement, you must expend at least an amount equal to 2% of your prior month's Gross Sales on local marketing, advertising, and promotion, in the manner we may specify in the Manual or otherwise in writing. We reserve the right, on 30 days' written notice, to require you to make monthly payments to us up to 2% of your prior month's Gross Sales, which we will then spend on local marketing, advertising, and promotion on your behalf (in lieu of requiring you to expend the

monies yourself). (Franchise Agreement, Section 12.2.) See Item 6 for more information on local advertising requirements.

Advertising Fund. As of the date of this Disclosure Document, we have not established the Advertising Fund, but we have the right to do so. If we establish the Advertising Fund, you will contribute an amount equal to 1% of your prior month's Gross Sales each month. We can adjust or discontinue the Advertising Fund contributions and related expenditures, provided that any increase will not raise the total fee to more than 2% of your prior month's Gross Sales. (Franchise Agreement, Section 12.3.) You will make these contributions at the same time and in the same manner as you pay the Royalty. We will make expenditures from the Advertising Fund at our discretion. We make no representations that any particular level of expenditure will be made for particular programs or to benefit particular franchisees or franchised locations.

The Advertising Fund is described as follows:

1. We will administer the Advertising Fund. We have the right to incorporate the Advertising Fund or operate it through a separate entity. (Franchise Agreement, Sections 12.3.1 and 12.3.4.)

2. All franchisees will contribute to the Advertising Fund on an equivalent basis. Studios owned and operated by us or our affiliate(s), if any, will contribute to the Advertising Fund at the same rate as our franchisees, but we and our affiliate(s) reserve the right to contribute at a different rate or to not make any contributions, at any time and without notice, in our sole discretion. As noted above, we have not yet established the Advertising Fund. Accordingly, we collected no Advertising Fund contributions from franchisees during our last fiscal year (ended December 31, 2023), and neither we nor our affiliate(s) contributed to the Advertising Fund during our last fiscal year.

3. We will place the Advertising Fund contributions in an account separate from our other funds and will maintain separate bookkeeping accounts for the Advertising Fund. The Advertising Fund will not be audited. We will prepare annually a statement of contribution and expenditures of the Advertising Fund that will be made available to you, upon written request, within 60 days of the end of our fiscal year. We may charge the Advertising Fund for the reasonable costs and overhead we incur in administering the Advertising Fund and in creating and implementing branding and advertising programs for our franchisees and the System. Other than as described in this Item 11, neither we nor our affiliates will receive payment for providing goods or services to the Advertising Fund. (Franchise Agreement, Sections 12.3.3 and 12.3.4.)

4. The Advertising Fund may spend more or less than the total amount contributed to the Advertising Fund in a given year. If all amounts contributed are not spent in the fiscal year in which they accrue, we can use the remaining amounts and any interest accrued on the contributions for the same purposes in future years. We are not required to spend any amounts on advertising in the area or territory where your Studio is located. (Franchise Agreement, Sections 12.3.1 and 12.3.3.)

5. The Advertising Fund will not be used to pay for costs related to recruiting new franchisees if those costs are exclusively for the purpose of franchisee recruitment. However, if

the expenditure includes some costs related to franchisee recruitment but the main purpose of the expenditure is for other purposes, the Advertising Fund may be used. (Franchise Agreement, Sections 12.3.3.) As noted above, we have not yet established the Advertising Fund. Accordingly, in the fiscal year ended December 31, 2023, no Advertising Fund expenditures were used for the solicitation of new franchise sales.

6. The media in which advertising may be disseminated may be print, mail, telephone, radio, television, computer, Internet, electronic, or any other media we determine. Coverage of the media may be local, regional, or national. An in-house advertising department or a national or local advertising agency may produce advertising materials for the System. You may use your own advertising material subject to our prior review and approval. (Franchise Agreement, Section 12.5.)

Regional Advertising Cooperative. We have the right, in our discretion, to designate any geographical area for purposes of establishing an advertising Cooperative. If we establish a Cooperative applicable to your Studio, you must become a member and must make contributions to the Cooperative in an amount equal to 1% of your prior month's Gross Sales. On 30 days' written notice to you, we can increase the amount of these contributions, but not in excess of an amount equal to 2% of your prior month's Gross Sales. Any contributions you make to the Cooperative will be credited towards your required local advertising expenditures. (Franchise Agreement, Section 12.7.)

Additional Advertising Efforts. We may develop and conduct national and regional advertising promotions either through the Advertising Fund (if established) or otherwise and require you to participate fully in any such promotions on terms we reasonably require (Franchise Agreement, Section 12.6).

You must comply with all of our policies regarding branding, advertising, and promotion, including the use and acceptance of coupons, participation in special offers, and participation in loyalty programs. (Franchise Agreement, Section 7.16.)

Currently, there is no advertising council composed of franchisees that advises us on advertising policies.

Our Approval. You will obtain our prior review and written approval for any marketing or use of our trademarks in any media including, without limitation, Internet, or electronic media except when using materials approved by us within the preceding three months. If we do not approve the materials with 15 days of the date of our receipt, we will be deemed to have not approved them. (Franchise Agreement, Section 12.5.) You will follow our trademark and copyright usage directions. We control all Internet marketing and usage. You may not advertise on the Internet without our prior written consent. (Franchise Agreement, Sections 8.4 and 8.6.)

Website

The term "Website" means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet, including, for example, any account, page, or other presence on a social or business networking media site, such as Meta, Instagram, Twitter, LinkedIn, and on-line blogs and forums (each a "Networking

Media Site”). Unless approved by us or permitted in the Manual, you may not establish a separate Website in connection with your Studio. We will establish and maintain one or more webpages for your Studio within our Website or Rev’d Indoor Cycling’s Website (which is currently www.revindoorcycling.com but may be changed at Rev’d Indoor Cycling’s discretion). You may not make any posting or other contribution to a Networking Media Site relating to us or our affiliate(s), the System, the Proprietary Marks, or your Studio that (i) is derogatory, disparaging, or critical of us or our affiliate(s); (ii) is offensive, inflammatory, or indecent; (iii) harms the goodwill and public image of the System and/or Proprietary Marks; or (iv) violates our policies relating to the use of Networking Media Sites (Franchise Agreement, Section 8.4).

Computer System

You will be required to purchase or lease a Computer System for your Studio. The type and number of computers and other hardware, software, telecommunications equipment, and security system components required for your Computer System may vary depending on the location and layout of your Studio. Currently, the Computer System for a typical Studio would include one or two Apple iMac computers (each with at least a 24-inch display) and one or two Apple iPads (10th generation or later), all with AppleCare support; high-speed internet access; one or two WiFi routers; a multi-function printer; two telephones; an audio/video surveillance system including five to eight security cameras; and access to the required software platforms (currently: MarianaTek, Loyalsnap, and a front-desk-staff scheduling application, such as When I Work).

We estimate the total cost of the Computer System components other than the surveillance system and the required software to be approximately \$1,500 to \$2,000. The license fees for ongoing access to MarianaTek and Loyalsnap are currently \$700/month and \$350/month, respectively. Each of these fees is paid to our affiliate Rev’d Indoor Cycling and passed through to the respective vendor. We recommend (but do not currently require) that you use When I Work as the software for scheduling your front desk staff. If you choose to purchase access to the When I Work platform, the current fee is approximately \$200/month and is paid directly to the vendor. You may use a different scheduling application as long as it provides the ability to assign shifts to front desk staff, allows staff members to view shift assignments and drop/swap/pick up shifts, allows you to provide administrative permissions, and otherwise meets System standards.

As part of your Computer System, you must purchase and install an audio/video surveillance system as designated or approved by us, including five to eight security cameras and related hardware, software, maintenance, and updates. You must post signs in your Studio approved in writing in advance by us that notify your employees and customers of the existence of those systems. We may require you to provide us with all data and images captured by the surveillance system. (Franchise Agreement, Section 7.17.) We estimate the cost of the surveillance system to be approximately \$500 to \$1,000. The cost for these purchases is included in the equipment cost in Item 7 above.

In addition to its other purposes, your Computer System will be used to record sales and items sold, to report to and communicate with us, for your accounting, and for other tasks that we designate. You will transmit information to us monthly or at such other intervals in the form and manner that we specify. We will have independent access to the information in your Computer

System, without any contractual limitations. There are no contractual limitations on our access to this information and data. (Franchise Agreement, Sections 7.21.3 and 11.6.)

To provide for inevitable but unpredictable changes to technological needs and opportunities, we have the right to establish reasonable new standards for the implementation of technology in the System, and you must abide by them. (Franchise Agreement, Section 8.8.) In addition, you must maintain, upgrade, and update hardware, software, your Internet service provider, and/or other systems during the term of your Franchise Agreement, at your expense, as we periodically determine. There are no contractual limits on the cost or frequency of this obligation. (Franchise Agreement, Sections 7.21.3, 11.6.) We estimate the ongoing expense of these upgrades, updates, and maintenance to be between \$350 to \$1,250/year.

Manual

To protect our reputation and goodwill and maintain high standards of operation under the System, you will operate your Studio in accordance with the standards, methods, policies, and procedures we specify in the Manual or otherwise in writing. The Manual is confidential and remains our property. We may revise the contents of the Manual periodically and you will comply with each new or changed standard. The table of contents of the Manual is attached to this Disclosure Document as Exhibit D. The Manual has approximately 97 pages, and the number of pages devoted to each subject is stated in Exhibit D.

Site Selection

We do not own premises and lease them to franchisees who wish to establish Studios. It is your responsibility to find a location for your Studio, and you must operate your Studio only at the location approved by us (the “Approved Location”).

If you have an Approved Location at the time you sign the Franchise Agreement, you must sign a lease or otherwise acquire the Approved Location within 90 days after signing the Franchise Agreement and must open and begin operation of the Studio within 180 days after the date of the Franchise Agreement. (Franchise Agreement, Sections 1.2 and 5.3.)

If you do not have an Approved Location when you sign the Franchise Agreement, you must submit a proposed site to us for review, along with certain site review information and materials, within 90 days after signing the Franchise Agreement. You must obtain our approval of your proposed location before entering into any lease for the premises. When reviewing your proposed location, we will base our approval on factors like the general location and neighborhood, demographics of the surrounding area, traffic patterns, accessibility, parking, lease terms, and similar factors that we analyze based on our experience and our subjective judgment. We may conduct on-site evaluations as we deem necessary and appropriate. If we conduct an on-site evaluation of your proposed location, we may require you to reimburse us for our expenses, including costs of travel, lodging, and meals. We will notify you in writing of our approval or disapproval of your proposed location within 30 days. You must obtain our approval of a proposed site within 120 days of the date of the Franchise Agreement, must then sign a lease or otherwise acquire the site for the Approved Location within 180 days of the date of the Franchise Agreement, and must open and begin operation of the Studio within 365 days after the date of the Franchise

Agreement. (Franchise Agreement, Sections 1.2 and 5.3; Exhibit B.) If you and we cannot agree on a site within 120 days after the date of your Franchise Agreement, we may terminate the Franchise Agreement and your initial fees will not be refunded. (Franchise Agreement, Sections 5.3 and 15.2; Exhibit B.)

We have the right to approve the terms of any lease or sublease for the Approved Location, and you must provide a copy of your executed lease to us. (Franchise Agreement, Section 7.14, Site Selection Addendum.)

The typical length of time between signing a Franchise Agreement or the first payment of any consideration for the franchise and the opening of a Studio is approximately six to 12 months. The factors that affect this time are your ability to obtain a location of adequate size and with adequate parking; financing; building permits; approvals required under zoning and local ordinances; your and your lead fitness trainer's ability to complete initial training to our satisfaction; delayed construction or installation of equipment, fixtures, and signage; delays by the landlord in delivering the premises; and delays caused by weather and natural disasters.

To meet unforeseen changes in technology, consumer and social trends, and other marketplace variables, we may change the components of the System by, for example, modifying or substituting the signage, trade dress, décor, and other attributes of Studio construction, design, and appearance that you will be required to observe under the Franchise Agreement. There are no contractual limitations on our right to make these changes, and you must comply with all such changes at your expense. We will provide you with reasonable guidance, standards, and specifications regarding any changes, modifications, or substitutions we may require to the construction, design, and appearance of your Studio.

Initial Training Program

Our mandatory initial training program for franchisees is described in the Manual (the "Initial Training Program") and currently consists of two components: (1) training on the operational, management, and "front-of-house" aspects of a Rev'd Studio (the "Operations Training Program"); and (2) training on the motivational coaching components of the System and the preparation and supervision of classes and workouts (the "Product Training Program").

You (or, if you are a legal entity, one of your owners) must attend and complete the full Initial Training Program to our satisfaction. Your designated lead fitness trainer must attend and complete the Product Training Program to our satisfaction. At your option, up to two of your operational/front desk personnel may also attend the Operations Training Program. We have the right, in our reasonable discretion, to approve all individuals who attend the Initial Training Program or any part thereof. (Franchise Agreement, Section 6.1.)

We will provide instructors and training materials for the Initial Training Program, at no charge, for up to four individuals. We may, in our sole discretion, permit more than four individuals to attend initial training, if you request it. For the attendance of each such additional individual, you must pay the then-current training fee we have designated in the Manual or otherwise in writing. In addition, you will be responsible for all other expenses incurred by you and all of your

personnel in connection with the Initial Training Program, including the costs of transportation, lodging, meals, and wages. (Franchise Agreement, Section 6.1.)

At our option, any person you subsequently employ as lead fitness trainer or in a management position must also attend and complete to our satisfaction the Product Training Program or Operations Training Program, as applicable, prior to assuming any duties at your Studio. For each such employee's attendance at such training, you must (1) pay the then-current training fee we have designated in the Manual or otherwise in writing, and (2) be responsible for all other expenses incurred by you and/or your employee in connection with such training, including the costs of transportation, lodging, meals, and wages. (Franchise Agreement, Section 6.2.)

We provide the Initial Training Program on an as-needed basis. Your initial training will be conducted after you sign the Franchise Agreement and pay the initial franchise fee, and approximately six weeks before your Studio opens for business. All training will be provided through a combination of in-person and virtual training (via the Internet or by teleconference), as we determine in our discretion. In-person training will take place at a studio owned and operated by our affiliate Rev'd Indoor Cycling in Boston, Massachusetts, or at another location we designate. The Operations Training Program is typically completed over the course of four to five consecutive days. The Product Training Program is approximately 66 to 72 hours in length, with 37 to 39 of those hours conducted virtually.

All training will be conducted by, or under the supervision of, Meaghan St Marc, our Co-Chief Executive Officer, who has been with us since our formation in September 2023. She also serves as Co-Chief Executive Officer of our affiliate Rev'd Indoor Cycling and has held that position since co-founding the company in March 2014. Ms. St Marc has over 16 years of experience in the fitness industry. Other instructors may include lead trainers or front desk personnel at Rev'd studios owned and operated by our affiliate Rev'd Indoor Cycling, and their identities are unknown at the present. The instructional materials for the Initial Training Program are our Manual and any other materials we deem appropriate.

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The Initial Training Program is described in the chart below:

INITIAL TRAINING PROGRAM

Operations Training Program

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Introduction to Rev'd Brand	2	1 to 3	Boston, MA, at another location we designate, or virtually
The Manual - Product/Service Presentation - Customer Assistance and POS Procedures - Training Personnel - Studio Procedures - Apparel Process (in-Studio and online)	6 to 8	0	Boston, MA, at another location we designate, or virtually
The Franchise Agreement	1 to 2	0	Boston, MA, at another location we designate, or virtually
Responsibilities of a Franchisee	1 to 2	0	Boston, MA, at another location we designate, or virtually
Pre-Opening Obligations	1 to 2	0	Boston, MA, at another location we designate, or virtually
Site Selection and Lease Negotiations	1 hour	0	Boston, MA, at another location we designate, or virtually
Insurance and Banking	1 hour	0	Boston, MA, at another location we designate, or virtually
Hiring Staff and Personnel Policies	1 to 2	0	Boston, MA, at another location we designate, or virtually
Recordkeeping, Accounting, and Reporting	1 to 2	0	Boston, MA, at another location we designate, or virtually
MarianaTek and Loyalsnap Training	8 to 10	1 to 2	Boston, MA, at another location we designate, or virtually
Sales and Marketing Training (Marketing calendar, Social media (posting and call), Partnerships archive)	3 to 4	0	Boston, MA, at another location we designate, or virtually
Health, Sanitation, and Licensing Requirements	1	0	Boston, MA, at another location we designate, or virtually
Review	2	0	Boston, MA, at another location we designate, or virtually
TOTAL	29 to 39	2 to 5	

Product Training Program

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Initial Discussions, Q&A, Program Overview	6 to 7	0	Virtual training (Internet or teleconference)
Music from iTunes, Depth in Music, BPM Sequencing, Playlisting, Rev'd Scale, Constructive Self-Feedback Exercise	25	0	Virtual training (Internet or teleconference)
Depth of Playlisting, Building an Experience, Naming of Choreography	1 to 1.5	4 to 4.5	Boston, MA, at another location we designate, or virtually
Coaching Effectively, Coaching Coaches, Messaging	8	0	Boston, MA, at another location we designate, or virtually
Cueing, Precision	8	0	Boston, MA, at another location we designate, or virtually
Extreme Ownership, Moving the Room Together	6 to 8	0	Boston, MA, at another location we designate, or virtually
Final Run-through, Showcase Session	0	2 to 3	Boston, MA, at another location we designate, or virtually
Follow-up Discussions, Q&A	6 to 7	0	Virtual training (Internet or teleconference)
TOTAL	60 to 64.5	6 to 7.5	

You (or, if you are a legal entity, your owner(s)), your lead fitness trainer, and/or those of your operations/front desk personnel that we specify in our reasonable discretion, must attend the additional courses, seminars, and other training programs we may reasonably require from time-to-time. For each of your personnel attending any such additional courses, seminars, or training programs, you must (1) pay the then-current training fee we have designated in the Manual or otherwise in writing, and (2) be responsible for all other expenses incurred by you and/or your personnel in connection with such additional courses, seminars, or training programs, including the costs of transportation, lodging, meals, and wages.

Item 12. **TERRITORY**

Your franchise is granted for a specific location we approve. You will not receive any option, right of first refusal, or other rights to acquire additional franchises under your Franchise Agreement. You may not open or operate another Studio or relocate your existing Studio without our prior written approval, which may be withheld in our sole discretion. You may only relocate

your Studio to a location within your Territory (as described below). Our approval of any relocation request will consider factors such as the general location and neighborhood of the proposed relocation site, demographics of the surrounding area, traffic patterns, accessibility, parking, lease terms, and similar factors that we consider when approving or denying proposed sites for newly established Studios.

We will designate in your Franchise Agreement a territory in which you will have limited protected rights (the “**Territory**”). The size of your Territory could vary depending on the population density of the area surrounding the Studio. For example, your Territory could vary in size from a certain number of city blocks in an urban location to an entire township in a more suburban area. We do not guarantee a minimum size for your Territory.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. While you will not receive an exclusive territory, your Territory will have limited protected rights. This means that, during the initial term of the Franchise Agreement, we will not establish or operate, or license any other person to establish or operate, a Studio at any location within your Territory. Your protected territorial rights do not depend on the achievement of a certain sales volume, market penetration, or any other contingency. As long as you are in compliance with the Franchise Agreement, your protected rights in the Territory will not be modified for any reason, except by mutual written agreement signed by both parties. If you are in default under the Franchise Agreement, we have the right to reduce the size of your Territory or eliminate your protected rights related to your Territory, in addition to other remedies. In addition, we have the right to modify your Territory upon renewal.

Regardless of either proximity to your Studio, or any actual or threatened impact on your Studio’s sales, we and our affiliate(s) retain the right, among others, on any terms and conditions we deem advisable, and without granting you any rights therein, to: (a) establish and operate, and license others to establish and operate, a Studio under the System and the Proprietary Marks at any location outside your Territory; (b) establish, acquire, operate, or franchise, without using the Proprietary Marks, any business or fitness studio of any kind, including competitive businesses, at any location (including within your Territory); (c) use the Proprietary Marks or other marks in connection with selling or distributing any products (including branded merchandise) or services anywhere (including within your Territory), whether or not you also offer them, through any channel of distribution other than a Studio, including, for example, other permanent or temporary retail locations, kiosks, catalogs, mail order, or the Internet or other electronic means; (d) use the Proprietary Marks in connection with soliciting or directing advertising or promotional materials to customers anywhere (including within your Territory); (e) to the extent permitted by applicable law, establish minimum and maximum pricing and pricing guidelines for all Studios as part of our marketing strategy; and (f) purchase, or be purchased by, or merge or combine with, competing businesses, wherever located. We are not required to compensate you for exercising any of these rights. There are no restrictions on us from soliciting or accepting orders anywhere (including within your Territory), and you are not entitled to any compensation from us from our solicitation or acceptance of orders anywhere in the world.

You must not offer or sell any products or services at any location other than your Approved Location without our prior written approval. You may not advertise, offer, or sell

products or services through any other means or locations without our prior written approval. For example, you will not have the right to solicit or accept orders using channels of distribution other than your Studio, like the Internet, telemarketing, or other direct marketing unless permitted by us in the Manual or otherwise in writing. In addition, you are required to concentrate your marketing efforts within your Territory and are prohibited from directing your marketing efforts toward the territory of another Rev'd franchisee.

Neither we nor our affiliate(s) have any current plans to operate or franchise a business under different proprietary marks that will sell products or services similar to those you will offer, but we reserve the right to do so (as described above). We may develop and conduct national and regional advertising promotions, either through the Advertising Fund or otherwise, and require you to participate fully in any such promotions on terms we may reasonably require.

Item 13.

TRADEMARKS

You will be granted the right, and will undertake the obligation, to establish and operate a Studio under the System and the Proprietary Marks, including the mark "REV'D" and/or any other trade names, service marks, trademarks, and indicia of origin as we may designate as part of the System.

Our affiliate, Rev'd Indoor Cycling owns the Proprietary Marks (including the mark listed in the table below). Under an Intercompany License Agreement between us and Rev'd Indoor Cycling, we have been granted the exclusive right to sublicense the Proprietary Marks to franchisees throughout the United States. The Intercompany License Agreement is of perpetual duration and may be modified only by mutual consent of the parties. It may be canceled by Rev'd Indoor Cycling only if (1) we materially misuse the Proprietary Marks and fail to correct the misuse, or (2) we discontinue commercial use of the Proprietary Marks for a continuous period of more than one year. The Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected. Except for the Intercompany License Agreement, there are no agreements currently in effect that significantly limit our rights to use or license the use of the Proprietary Marks in a manner material to the franchise.

Rev'd Indoor Cycling has applied for registration of the following trademark on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Trademark	Application Number	Application Filing Date
REV'D	97896012	April 19, 2023

However, Rev'd Indoor Cycling does not yet have a federal registration for this trademark. Therefore, this trademark does not have many legal benefits and rights as federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark which may increase your expenses.

On January 22, 2024, the USPTO refused Rev'd Indoor Cycling's application for registration of this trademark, after concluding that the mark was confusingly similar to two previously registered trademarks. On May 6, 2024, Rev'd Indoor Cycling responded to the USPTO and disagreed with that conclusion on the grounds that neither of the two registered marks appeared to be in use and both registrations were at risk of lapsing. Rev'd Indoor Cycling requested that any final action on its application be postponed until the applicable grace periods had expired (in August 2024 and November 2024) and it was clear that the registrations of the two previously registered marks had (or had not) been allowed to lapse. Rev'd Indoor Cycling will continue to monitor the status of these marks and actively seek registration of the above-listed trademark.

Other than as described above, there are no currently effective material determinations of the USPTO. There are no currently effective material determinations of the Trademark Trial and Appeal Board or of any state trademark administrator or court, nor any pending infringement, opposition, or cancellation proceeding involving any of the Proprietary Marks. There is no pending material federal or state court litigation regarding our use or ownership rights in any of the Proprietary Marks. Rev'd Indoor Cycling has filed all required affidavits pertaining to the mark listed in the table above.

We are not aware of any infringing uses or superior prior rights that could materially affect your use of the Proprietary Marks. You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to their validity, or any challenge to our affiliate's ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlements. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, we will bear the cost of defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you must bear the cost of defense, including the cost of any judgment or settlement.

We reserve the right to modify, add to, or discontinue use of any of the Proprietary Marks, or to substitute different trademarks, for use in identifying the System and the businesses operating under the System. You must comply with any such changes, revisions and/or substitutions, and must bear the costs of modifying your signs, advertising materials, interior graphics, and any other items to conform to the new trademarks. You may not use any of our Proprietary Marks as part of your business entity name or Internet domain name or online address. We control all Internet access, marketing, and usage.

You must not contest Rev'd Indoor Cycling's ownership of the Proprietary Marks, or our right to use and to license others to use, the Proprietary Marks. Upon termination of the Franchise Agreement for any reason, you must cease using the Proprietary Marks in any manner.

Item 14.
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own or license the rights to any patents or registered copyrights that are material to the Rev'd franchise and there are no pending patent applications that are material to the Rev'd franchise. Accordingly, there are no currently effective material determinations of the USPTO, U.S. Copyright Office, or the courts regarding any patents or registered copyrights that are material to the Rev'd franchise, and no related material proceedings pending in the USPTO or any court.

While we have not filed an application for copyright registration with the U.S. Copyright Office, we claim copyright protection for the original materials used in the System including, for example, the Manual and any software, webpages, marketing materials, designs, creative works, and other original works, in any media. There is no currently effective agreement that limits our right to use and/or license our copyrights. We have no actual knowledge of any infringements that could materially affect your use of our copyrighted material. We are not obligated by the Franchise Agreement, or otherwise, to protect our copyrights or to defend you against claims arising from your use of our copyrighted material.

Confidential Operating Manual

To protect our reputation and goodwill and maintain high standards of operation under the System, you will operate your Studio in accordance with the standards, methods, policies, and procedures we specify in the Manual. Upon completion to our satisfaction by you (or, if you are a legal entity, one of your owners) and your designated lead fitness trainer of the Initial Training Program and the Product Training Program, respectively, we will loan you a copy of the Manual in paper form, on electronic media, or via our intranet or a password-protected portion of the Internet.

You will treat the Manual, any other proprietary materials created for or approved for use in the operation of your Studio, and the information contained therein as Confidential Information, and must use all reasonable efforts to maintain these materials as secret and confidential. You will not copy, duplicate, record, or otherwise reproduce these materials in whole or in part or otherwise make them available to any unauthorized person. The Manual will remain our sole property and must be kept in a secure place at your Studio.

We may revise the contents of the Manual at any time, and you must comply with each new or changed standard. You will ensure that your Manual is kept current at all times. If any dispute regarding the contents of the Manual arises, the terms of the master copy maintained by us at our home office will control.

Confidential Information

We claim trade secret protection with respect to our knowledge, trade secrets, methods, products, System, supplier lists, Manual, proprietary software, confidential electronic and other

communications, methods of Internet and trademark usage, marketing programs, and research and development programs and initiatives.

During the term of your Franchise Agreement and afterwards, you will not communicate, divulge, or use for the benefit of any other person or entity any confidential information, knowledge, or know-how concerning the methods of operation of your Studio including, for example, drawings, architectural plans, suppliers, equipment, product or service costs, training methods or systems, accounting methods, or advertising which may be communicated to you or of which you may be apprised by virtue of your operation of your Studio (the “Confidential Information”). You may divulge such Confidential Information only to those of your employees that need access to it in order to operate your Studio. The Confidential Information includes any and all information, knowledge, know-how, techniques, and other data that we designate as confidential.

You will follow our security procedures, which may require you and any agent or employee to sign any non-disclosure and/or intranet, extranet, and Internet usage agreements that we require. You will promptly notify us if you learn of any unauthorized use of our confidential or proprietary information.

Item 15.
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION
OF THE FRANCHISE BUSINESS

You (or, if you are a legal entity, one of your owners) or one of your employees who has completed our Operations Training Program must devote full time to the management and operation of your Studio. You or such trained employee must take an active role in the operation of your Studio and be on the premises operating the Studio during the peak hours of operation we specify in the Manual or otherwise in writing. Your Studio must at all times be under the direct, on-premises supervision of an individual who has satisfactorily completed the training we specify in writing.

If you wish to change your lead trainer, you must notify us to obtain our written approval. Your new lead trainer must satisfactorily complete the Product Training Program, at your expense. We do not require that your lead trainer maintain an equity interest in you, if you are a legal entity.

You (or, if you are a legal entity, your owner(s)), your lead trainer, and such other of your management and/or supervisory employees as we reasonably require must sign the confidentiality and non-compete agreements attached as Exhibit D to the Franchise Agreement.

If you are a legal entity, each of your equity or voting owners who owns 5% or more of your ownership interests must personally guarantee your Franchise Agreement, which includes, for example, confidentiality and non-competition covenants. A copy of the Guarantee, Indemnification, and Acknowledgement is attached as Exhibit E to the Franchise Agreement.

Item 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must keep your Studio open and in normal operation for such minimum hours and days as we may specify in the Manual or otherwise in writing and operate your Studio in strict conformity with the methods, standards, and specifications we may periodically prescribe in the Manual or otherwise in writing. You must not deviate from those standards, specifications, and procedures without our prior written consent.

As described in Item 12, you must not offer or sell any products or services at any location other than your Approved Location without our prior written approval. You may not advertise, offer, or sell products or services through any other means or locations without our prior written approval. For example, you will not have the right to solicit or accept orders using channels of distribution other than your Studio, like the Internet, telemarketing, or other direct marketing unless permitted by us in the Manual or otherwise in writing.

To maintain uniform quality standards, you must sell or offer for sale only those products, merchandise, and services that we have approved for sale in writing; sell or offer for sale all types of products, services, and merchandise we have specified; not deviate from our standards and specifications without our prior written consent; and discontinue selling and offering for sale any products, merchandise, and services that we may disapprove in writing, at our discretion. We may change the types of goods or services we authorize. There are no limits on our right to do so.

You must sell all products at retail and not sell any products or merchandise at wholesale or for resale. To the extent permitted by law, we may (but are not required to) determine or recommend your prices, determine product resale prices, and determine pricing strategy for multi-area marketing and loyalty programs. We may develop and conduct national and regional advertising promotions, either through the Advertising Fund or otherwise, and require you to participate fully in any such promotions on terms we may reasonably require. In addition, you may be required to participate in any co-branding programs that we develop in the future. Such programs may require your cooperation including, for example, participation, refraining from using certain channels of marketing and distribution, payment of commissions or referral fees, and adherence to pricing requirements to the extent permitted by law.

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Item 17.
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a.	Length of the franchise term	2.1	Ten years.
b.	Renewal or extension	2.2	If in good standing, you will have the right to renew the Franchise Agreement for two consecutive terms of five years each.
c.	Requirements for franchisee to renew or extend	2.2	You must (i) be in substantial compliance with the terms and conditions of the Franchise Agreement; (ii) not be in default of any agreement between us and you, or between any of our affiliates and you, and have complied with those agreements during their terms; (iii) have satisfied all monetary obligations owed to us or to our affiliates and met those obligations throughout the term of your Franchise Agreement; (iv) show us that you have the right to remain in possession of the premises for the duration of the renewal period; (v) have the ability to maintain all licenses and permits necessary to operate the Studio; (vi) comply with our then-current qualification and training requirements; (vii) sign our then-current franchise agreement that may have terms that are materially different from those in your original Franchise Agreement; (viii) pay us the then-current renewal fee; (viii) make or provide for renovation of the premises of your Studio as we reasonably require; and (ix) sign a general release of us and our affiliates.
d.	Termination by franchisee	None	Subject to state law.
e.	Termination by franchisor without cause	None	Not applicable.
f.	Termination by franchisor with cause	15	We have the right to terminate your Franchise Agreement if you default. Depending upon the reason for termination, we may or may not provide you with an opportunity to cure. See this Item 17(g) and (h) for further description.
g.	Cause defined – curable defaults	15.3	You have 15 days to cure all defaults except those described below in Item 17(h). Defaults capable of cure include (i) failure to comply with the requirements of your Franchise Agreement or the Manual; (ii) failure, refusal, or neglecting to promptly pay monies owing to us or our affiliates when due; (iii) failure to maintain and observe standards or procedures prescribed in your Franchise Agreement, the Manual or otherwise in writing; (iv) failure to obtain required approvals; (v) acting in a manner that is inconsistent with or contrary to your lease or sublease for the premises, or jeopardizing your right to renew the lease or sublease; (vi) engaging in any business that uses a confusingly similar mark; (vii) buying or accepting disapproved products or products from disapproved suppliers; (viii) failing to comply with all applicable laws; (ix) defaulting under any other agreement with us, our affiliates, or a major supplier;

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			or (x) failure to maintain acceptable customer satisfaction scores as we prescribe from time to time based on customer surveys conducted by us or our designee.
h.	Cause defined – non-curable defaults	15.1 and 15.2	Your rights will automatically terminate without notice if you become insolvent, file for bankruptcy, or are subject to various legal actions or proceedings. In addition, we may terminate your Franchise Agreement without any opportunity to cure the default effective immediately upon notice, if (i) you fail to locate an approved site or to construct and open your Studio within the time prescribed by your Franchise Agreement or its Site Selection Addendum; (ii) you fail to complete the Initial Training Program, your lead trainer fails to complete the Product Training Program, or you or your personnel fail to complete required additional training; (iii) you cease to operate your Studio or you lose the right to possession of your Studio's premises; (iv) you are convicted of certain crimes; (v) a threat to public health or safety results from your Studio's operations; (vi) you attempt to transfer your rights under your Franchise Agreement or in you or your Studio without our consent; (vii) an approved transfer is not made within the time provided following death, physical incapacity, or mental incapacity; (viii) you fail to comply with the covenants relating to non-disclosure and non-competition or fail to obtain execution of covenants from others as required by your Franchise Agreement; (ix) you disclose the contents of the Manual or other Confidential Information; (x) you submit false reports to us or knowingly maintain false books or records; (xi) you misuse the Proprietary Marks or damage the goodwill of the Proprietary Marks; (xii) you refuse to let us inspect the premises of your Studio, or your books, records or accounts; (xiii) you receive a notice of default and do not initiate a cure immediately; (xiv) a supplier withholds deliveries or refuses to supply to your Studio because you have violated its credit terms; (xv) if after you cure any default, you commit the same default again; or (xvi) you default under any agreement between you and us that would permit us to terminate that agreement.
i.	Franchisee's obligations on termination/non-renewal	16	You will cease operating your Studio, pay past due and future amounts, de-identify your Studio, cease to use and return the Manual and any Confidential Information, cancel any assumed name registration, and comply with non-disclosure and non-competition obligations.
j.	Assignment of contract by franchisor	14.1	We have the right to transfer or assign all or any part of our rights or obligations under your Franchise Agreement to any person or legal entity.
k.	"Transfer" by franchisee – defined	14.2	You may not transfer an interest in your Franchise Agreement or you, sell substantially all of the assets of your Studio, or offer securities without our prior written consent.
l.	Franchisor approval of transfer by franchisee	14.2	You will obtain our prior written consent before any assignment or transfer by operation of law or otherwise of any interest in you or your Franchise Agreement.
m.	Condition for franchisor approval of transfer	14.3	We may impose any of the following conditions upon our approval of your proposed transfer: (i) you notify us of any proposed transfer at least 90 days prior to when the transfer is proposed to take place; (ii) you have satisfied your accrued monetary obligations and other obligations to us and our affiliates; (iii) you are not in default under the Franchise Agreement or any other agreement between you and us or our affiliates; (iv) you sign a general release in our favor;

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			(v) you and the transferee execute a mutual general release of all claims against each other; (vi) the transferee enters into a written assignment assuming and agreeing to perform your obligations under your Franchise Agreement, guarantees the performance of all those obligations, and/or signs our then-current form of franchise agreement (which may have materially different terms than those in your Franchise Agreement); (vii) the transferee meets our then-current standards; (viii) you remain liable for all of your obligations to us in connection with your Studio that arose before the transfer; (ix) the transferee successfully completes any other training we reasonably require; (x) you pay us the required transfer fee; and (xi) you offer us a right of first refusal first.
n.	Franchisor's right of first refusal to acquire franchisee's business	14.6	We have the option to purchase the seller's interest on the same terms and conditions offered by a third party.
o.	Franchisor's option to purchase franchisee's business	16.9	We have the option to purchase from you any of the equipment, signs, and fixtures related to the operation of your Studio (excluding your costs for professional services such as architectural costs and legal costs) for the lesser of (i) fair market value or (ii) 50% of the amount of your original investment, exclusive of supplies and inventory; and to purchase any or all supplies and inventory of your Studio for the lesser of (i) your cost or (ii) fair market value.
p.	Death or disability of franchisee	14.7	Upon your death, mental incapacity, or physical incapacity, your executor, administrator, or personal representative will transfer your interest in you, your Franchise Agreement, and/or your Studio to a third party we approve by us within six months after your death, mental incapacity, or physical incapacity. These transfers will be subject to the same conditions as any other transfer except that the transferee may assume your existing Franchise Agreement in lieu of signing a new franchise agreement. No transfer fee is required but you must reimburse our out-of-pocket costs.
q.	Non-competition covenants during the term of the franchise	17.2	Subject to state law, you will not: (a) divert or attempt to divert any present or prospective business or customer of any Studio to any competitor, or directly or indirectly perform any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or (ii) own, maintain, operate, engage in, be employed by, provide any assistance to, or have any interest in as owner or otherwise any business that offers or sells products, merchandise, or services that are the same as or similar to the products, merchandise, and services being offered by your Studio under the System.
r.	Non-competition covenants after the franchise is terminated or expires	17.3	Subject to state law, for a continuous uninterrupted period of two years following the transfer, expiration, or termination of your Franchise Agreement, or of a final order of a duly authorized arbitrator, panel of arbitrators, or court of competent jurisdiction regarding any of the foregoing, you will not own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in as owner or otherwise any business that: (i) offers or sells products, merchandise, or services that are the same as or similar to the products, merchandise, and services offered by your Studio under the System; and (ii) is or is intended to be located at or within the county or municipality in which your

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			Studio is located, 25 miles of your Studio's location, or 25 miles of any business operating under the Proprietary Marks.
s.	Modification of Agreement	24	No amendment, change, or variance from your Franchise Agreement will be binding on either party unless mutually agreed to by the parties and signed in writing.
t.	Integration/merger clause	24	Subject to state law, only the terms of your Franchise Agreement and other related written agreements are binding. Any representations or promises made outside of this Disclosure Document and your Franchise Agreement may not be enforceable. Nothing in your Franchise Agreement or any related agreement is intended to disclaim the representations made in the latest Disclosure Document furnished to you.
u.	Dispute resolution by arbitration or mediation	–	Not applicable.
v.	Choice of forum	26.2 and 26.3	Subject to applicable state law, all actions brought by you must be brought in the judicial district in which we have our principal place of business; we have the right to commence an action against you in any court of competent jurisdiction (subject to applicable state law).
w.	Choice of law	25.1	Massachusetts state law and the U.S. Federal Trademark Act (Lanham Act) apply, subject to applicable state law.

Item 18.
PUBLIC FIGURES

We do not use any public figure or personality to promote the franchise in any way.

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 this Item 19 may be given only if: (i) a franchisor provides the actual records of an existing outlet you are considering buying; or (ii) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised studios. 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 studio, however, we may provide you with the actual records of

that studio. 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 Meaghan St Marc (Meaghan@revdindoorcycling.com), REV'D Franchising LLC, 81 Legacy Boulevard, Suite 2, Dedham, Massachusetts 02026, (718) 420-4859, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20.
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2021 to 2023*

Outlet Type	Year	Outlets Operating at the Start of the Year	Outlets Operating at the End of the Year	Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	1	+1
Company-Owned**	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	0	0	0
	2022	0	0	0
	2023	0	1	+1

* All numbers are as of December 31 for each year.

** We have no company-owned outlets. Our affiliate Rev'd Indoor Cycling has four company-owned outlets operating in Massachusetts.

Table 2
Transfers of Outlets from Franchisees to New Owners
For Years 2021 to 2023*

State	Year	Number of Transfers
All states	2021	0
	2022	0
	2023	0
Totals	2021	0
	2022	0
	2023	0

* All numbers are as of December 31 for each year.

Table 3
Status of Franchised Outlets
For Years 2021 to 2023*

State	Year	Outlets Operating at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets Operating at End of Year
Arizona	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Totals	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1

* All numbers are as of December 31 for each year.

Table 4
Status of Company Owned Outlets
For Years 2021 to 2023*

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
All states**	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

* All numbers are as of December 31 for each year.

** We have no company-owned outlets. Our affiliate Rev'd Indoor Cycling has four company-owned outlets operating in Massachusetts.

Table 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
California	0	1	0
District of Columbia	0	1	0
Florida	0	1	0
Maryland	0	1	0
Massachusetts	0	1	0
New York	0	0	1
Ohio	0	1	0
Oregon	0	1	0
Rhode Island	0	1	0
Virginia	0	1	0
Totals	0	10	1

A reflected in Exhibit C to this Disclosure Document, there were no franchisees who had an outlet transferred, terminated, canceled, or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the prior fiscal year, or who have not communicated with us within ten weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No current or former franchisees have signed confidentiality clauses during the last three fiscal years. There are no trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored, or endorsed or that have asked to be included in this Disclosure Document.

Item 21.

FINANCIAL STATEMENTS

Our fiscal year end is December 31 each year. Exhibit B contains our audited financial statements for the fiscal year ended December 31, 2023 and unaudited financial statements dated as of April 30, 2024. Because we were formed in September 2023, we cannot provide the financial statements required by the FTC Franchise Rule for our last three fiscal years.

Item 22.
CONTRACTS

Exhibit A	Franchise Agreement
Exhibit E	Sample Mutual General Release
Exhibit F	State Addenda (as applicable)
Exhibit I	Receipt of Disclosure Document

Item 23.
RECEIPTS

Two copies of the Receipt for this Disclosure Document are attached as Exhibit I. Please sign and date one copy and return it to us and retain one copy for your files.

**REV'D Franchising LLC
Franchise Disclosure Document**

Exhibit A

Franchise Agreement

REV'D FRANCHISING LLC
FRANCHISE AGREEMENT

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EXHIBIT B -- SITE SELECTION ADDENDUM

EXHIBIT C -- ADA CERTIFICATION

EXHIBIT D -- CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

EXHIBIT E -- GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

EXHIBIT F -- LEASE ADDENDUM

EXHIBIT G -- ADDENDUM FOR FRANCHISEES WHO OBTAIN SBA FINANCING

REV'D FRANCHISING LLC FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is made and entered into on _____, 20__ by and between **REV'D FRANCHISING LLC**, a Delaware limited liability company with its principal place of business at 81 Legacy Blvd., Suite 2, Dedham, MA 02026 (the "Franchisor"); and _____, a _____ with its principal place of business at _____ (the "Franchisee").

WITNESSETH:

WHEREAS, Franchisor, as the result of the expenditure of time, skill, effort, and money, has developed, and continues to develop, a distinctive system relating to the establishment and operation of Rev'd fitness studios, which currently offer indoor cycling classes and bootcamp-style workouts (and, if approved, cross-training and other fitness offerings) accompanied by motivational coaching from expert trainers, under the trade name "Rev'd" (the "System"), which Franchisor may change from time to time;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior designs, décor, color scheme, fixtures, and furnishings; standards and specifications for the organization and supervision of fitness classes and workout sessions; uniform standards, specifications and procedures for operations; training and assistance; and branding, advertising and promotional programs; all of which may be changed, improved and further developed by Franchisor from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark "REV'D", as is now designated and may hereafter be designated by Franchisor in writing for use in connection with the System (collectively, the "Proprietary Marks");

WHEREAS, Franchisee desires to enter into the business of operating a Rev'd fitness studio under Franchisor's System and Proprietary Marks, and wishes to enter into an agreement with Franchisor for that purpose, and to receive the training and other assistance provided by Franchisor in connection therewith; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearances, and service and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, the parties agree as follows:

1. GRANT

1.1 Grant of Franchise. Franchisor grants to Franchisee the right and Franchisee undertakes the obligation, upon the express terms and conditions set forth in this Agreement, to establish and operate a Rev'd fitness studio under the Proprietary Marks and the System (the

“Studio” or “Franchised Business”), and to use the Proprietary Marks and the System, as they may be changed and improved from time to time at Franchisor’s sole discretion, solely in connection therewith and only at the location set forth in Section 1.2 hereof.

1.2 Approved Location. Franchisee shall operate the Franchised Business only at a location approved by Franchisor (the “Approved Location”). If, at the time of execution of this Agreement, an Approved Location has been identified by Franchisee and approved by Franchisor, then (a) the exact street address of the Approved Location shall be set forth in Exhibit A attached hereto; and (b) Franchisee must sign a lease or otherwise acquire the Approved Location within ninety (90) days after the date of this Agreement and must have the Studio open and operating no later than one hundred eighty (180) days after the date of this Agreement. If, at the time of execution of this Agreement, an Approved Location has not been identified by Franchisee and approved by Franchisor, then (a) Franchisee shall lease or acquire a location within one hundred eighty (180) days after the date of this Agreement, subject to Franchisor’s approval, as provided for in the Site Selection Addendum attached hereto as Exhibit B; (b) upon Franchisor’s approval of such location, Franchisor and Franchisee will execute a revised Exhibit A to reflect the exact street address of the Approved Location, and (c) Franchisee shall have the Studio open and operating no later than three hundred sixty-five (365) days after the date of this Agreement. Franchisee shall not relocate the Studio without the prior written approval of Franchisor. Franchisor shall have the right, in its sole discretion, to withhold approval of relocation and, in connection with such approval, Franchisee shall pay Franchisor Five Thousand U.S. Dollars (\$5,000) or such greater amount necessary to reimburse Franchisor for its costs associated with Franchisee relocating its location. Franchisee hereby acknowledges and agrees that Franchisor’s approval of the site for the Studio does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the Studio’s site or for any other purpose, or of its compliance with any applicable zoning or land-use regulations or ordinances and any federal, state and local laws, codes and regulations including, without limitation, the applicable provisions of the Americans with Disabilities Act (the “ADA”) regarding the construction, design and operation of the Studio.

1.3 Franchisee’s Territory. In Exhibit A, Franchisor has identified a territory around Franchisee’s Studio in which Franchisee will have limited protected rights (the “Territory”). Provided Franchisee is in compliance with its obligations under this Agreement, and except as otherwise provided in this Agreement (including Section 1.4 below), during the Initial Term (as defined in Section 2.1 below) of this Agreement, Franchisor will not establish or operate, nor license any party other than Franchisee to establish or operate, a Rev’d fitness studio at any location within the Territory.

1.4 Reservation of Rights. Franchisor and its affiliates retain the rights, among others, on any terms and conditions Franchisor deems advisable, and without granting Franchisee any rights therein to: (a) establish and operate, and license others to establish and operate, a Studio under the System and the Proprietary Marks at any location outside Franchisee’s Territory; (b) establish, acquire, operate, or franchise, without using the Proprietary Marks, any business or fitness studio of any kind, including competitive businesses, at any location (including within Franchisee’s Territory); (c) use the Proprietary Marks or other marks in connection with selling or distributing any products (including branded merchandise) or services anywhere (including within Franchisee’s Territory), whether or not Franchisee also offers them, through any channel of

distribution other than a Studio, including, without limitation, other permanent or temporary retail locations, kiosks, catalogs, mail order, or the Internet or other electronic means; (d) use the Proprietary Marks in connection with soliciting or directing advertising or promotional materials to customers anywhere (including within Franchisee's Territory); (e) to the extent permitted by applicable law, establish minimum and maximum pricing and pricing guidelines for all Studios as part of our marketing strategy; and (f) purchase, or be purchased by, or merge or combine with, competing businesses, wherever located.

1.5 Supplementing the System. Franchisee acknowledges that the System may be supplemented, improved, and otherwise modified from time to time by Franchisor; and Franchisee agrees to comply with all reasonable requirements of Franchisor in that regard, including, without limitation, offering and selling new or different products, services, or merchandise as specified by Franchisor.

2. TERM AND RENEWAL

2.1 Term. This Agreement shall be in effect the earlier of (i) the date the Studio opens or (ii) one hundred eighty (180) days following the signing of this Agreement, and, except as otherwise provided herein, the term of this Agreement shall be ten (10) years from such date ("Initial Term").

2.2 Successor Agreement. When the Initial Term of this Agreement expires (or when a Successor Term (as defined herein) expires), if Franchisor is still offering franchises in Franchisee's market area and Franchisee was in material compliance during such expired term, Franchisee may enter into a successor agreement, at its election, if it is eligible. After the Initial Term, Franchisee may be eligible for two (2) additional consecutive terms of five (5) years each (each a "Successor Term"). At the end of a term, Franchisee's performance during such term shall be assessed for its entire organization during a business review to determine its eligibility for a Successor Term. Franchisee may request a business review in writing no more than thirty (30) months prior to the end of the Initial Term and twenty-four (24) months before the end of any Successor Term. Franchisee's eligibility for a successor agreement shall be assessed during the business review conducted approximately twenty-four (24) months prior to the end of its Initial Term and eighteen (18) months prior to the end of any Successor Term. Eligibility for a successor agreement will depend upon whether Franchisor has determined, in its sole discretion, that Franchisee is in good standing, which determination may include the satisfaction of any or all of the following conditions:

2.2.1 Franchisee shall be in substantial compliance with the terms and conditions of this Agreement;

2.2.2 Franchisee shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its affiliates; and Franchisee shall have substantially complied with all the terms and conditions of such agreements during the terms thereof;

2.2.3 Franchisee shall have satisfied all monetary obligations due and owed by Franchisee to Franchisor and its affiliates and to third-party suppliers, and shall have timely met those obligations throughout the term of this Agreement;

2.2.4 Franchisee shall not have had more than one Material Breach, cured or uncured, in any rolling 24-month period during the term of this Agreement; for the purposes of this Agreement, “Material Breach” is defined as Franchisee’s failure to perform any agreement, term, covenant, or condition of this Agreement, or any breach by Franchisee of any warranty or representation in this Agreement;

2.2.5 Franchisee shall not have had more than one Infringing Use, cured or uncured, during any rolling 24-month period during the term of this Agreement; for the purposes of this Agreement, “Infringing Use” is defined as Franchisee’s use of properties of Franchisor or its affiliates, including but not limited to, franchise materials or other intellectual properties, in a manner not in accordance with the terms and conditions of this Agreement, without the prior written approval of Franchisor;

2.2.6 Franchisee shall have maintained control of the Premises and shall present evidence, satisfactory to Franchisor, that Franchisee has the right to remain in possession of the Premises for the duration of the Successor Term;

2.2.7 Franchisee shall be able to maintain all licenses and permits necessary to operate the Franchised Business;

2.2.8 Neither Franchisee nor its Studio shall be in violation of any applicable law, including not having been subject to any material health code violations during the prior thirty-six (36) months;

2.2.9 Franchisee shall comply with Franchisor’s then-current qualification and training requirements;

2.2.10 Franchisee must execute, as it relates to the Franchised Business, the then-current form of successor franchise agreement and any ancillary agreements that Franchisor is then customarily offering for successor franchises, which shall supersede this Agreement in all respects, and the terms of which may differ materially from the terms of this Agreement, including, without limitation, a higher royalty rate or a different royalty calculation, a smaller or modified Territory, higher advertising expenditure requirements, and/or different branding requirements, except that such successor agreement shall provide only for such additional Successor Terms as are provided by this Agreement and shall provide that Franchisee will not be required to pay an initial franchise fee;

2.2.11 Franchisee shall pay Franchisor a successor franchise fee in an amount equal to twenty-five percent (25%) of Franchisor’s then-current single unit initial franchise fee at the time of entering into a successor franchise agreement.

2.2.12 Franchisee shall make or provide for, in a manner satisfactory to Franchisor, (i) such renovation and modernization of the premises of the Studio (the “Premises”) as Franchisor may reasonably require, including, without limitation, installation of new equipment and

renovation of signs, furnishings, fixtures, and décor to reflect the then-current image of the System and (ii) such services, products, methods and procedures of doing business as a Franchised Business to reflect the then-current standards of the System; and

2.2.13 Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents, and employees.

2.3 If a Successor Term is not granted by Franchisor, Franchisee shall be notified that it is not eligible for a successor agreement. Franchisor shall provide Franchisee with the opportunity to sell its franchise to a qualified buyer prior to the expiration date of its current agreement. The new buyer will receive the then-current Franchise Agreement for a full term.

3. DUTIES OF FRANCHISOR

3.1 Plans and Specifications. Franchisor shall make available, at no charge to Franchisee, standard design plans and specifications for a prototypical Studio, including interior design and layout, fixtures, furnishings, and signs.

3.2 Training. Franchisor shall provide training as set forth in Sections 5.4 and 6 hereof.

3.3 On-Site Assistance. Franchisor shall provide such on-site, pre-opening and post-opening supervision and assistance as Franchisor determines in its sole discretion. Direct support may also be provided by field consultants, which may be employees of Franchisor or third parties engaged by Franchisor.

3.4 Advertising and Promotional Materials. Franchisor shall make available to Franchisee branding, advertising and promotional materials at Franchisee's expense as provided in Section 12 hereof.

3.5 Manuals. Franchisor shall make available to Franchisee through a password-protected website one (1) copy of Franchisor's Confidential Operating Manuals (the "Manuals"), as more fully described in Section 9 hereof.

3.6 Inspections. Franchisor shall conduct, as it deems advisable, inspections of Franchisee's operation of the Studio, at Franchisor's cost. Any follow-up inspections conducted by Franchisor to ensure Franchisee's compliance with operational standards shall be at Franchisee's cost.

3.7 Equipment. Franchisor shall provide to Franchisee a list of initial equipment for the Studio for purchase from a supplier designated by Franchisor.

3.8 Reporting Template. Franchisor shall provide to Franchisee a template document, or other reporting tool, created by Franchisor for reporting sales, payroll, inventory, and other management tools.

3.9 Ongoing Advice. After the Franchised Business opens, Franchisor shall provide to Franchisee from time to time, at the Franchisor's sole discretion, advice and written materials

regarding content and supervision of fitness classes, advertising of products, customer service and retention, and business performance and operation of the Franchised Business; provided, however, that all advice and support will be based upon the availability of Franchisor's personnel and will not include any support for Franchisee's personnel policies and practices, except where they violate Franchisor's brand standards.

3.10 Rev'd Advertising Fund. If Franchisor establishes an advertising and brand promotion fund for the System (the "Rev'd Advertising Fund"), Franchisor shall administer such fund in manner set forth in Section 12 hereof.

3.11 Fulfilling Franchisor's Obligations. Franchisee acknowledges and agrees that any duty or obligation imposed on Franchisor by this Agreement may be performed by any employee, or agent of Franchisor, as Franchisor may direct.

4. FEES

4.1 Initial Franchise Fee. In consideration of the franchise granted herein, Franchisee shall pay to Franchisor, on execution of this Agreement, an initial franchise fee of Forty Thousand U.S. Dollars (\$40,000) ("Initial Franchise Fee"), receipt of which is hereby acknowledged. Except as provided in this Section 4.1, such fee is fully earned and non-refundable in consideration of administrative and other expenses incurred by Franchisor in entering into this Agreement and for Franchisor's lost or deferred opportunity to enter into this Agreement with others. Franchisee and Franchisor acknowledge and agree that the Initial Franchise Fee is not in exchange for any services provided to Franchisees by Franchisor but rather is paid to Franchisor as an entry cost for Franchisee to join the System and for the use of its intellectual property in the operation of the Studio. There is no other purpose or intent for such fee.

4.2 Royalty Fee. For the period of time commencing on the date the Studio opens to the public, and for the duration of the Initial Term of this Agreement, Franchisee must pay Franchisor a monthly royalty fee (the "Royalty Fee") equal to the greater of: (a) seven percent (7%) of Gross Sales (as defined below) for the preceding month, or (b) Two Thousand Dollars (\$2,000). The Royalty Fee shall be paid to Franchisor by no later than the tenth (10th) of each month, and shall be paid by electronic funds transfer, as detailed below in Sections 4.4 and 4.5.

As used in this Agreement, "Gross Sales" means all revenue from the sale of all products, merchandise, and services and all other income of every kind and nature at or from the Studio or otherwise related to the Studio, including, without limitation, any proceeds from business interruption insurance, and any proceeds, whether for cash or credit, and regardless of collection in the case of credit, of sales to employees and managers, family members, or other businesses owned or controlled by Franchisee not reduced by any discounts in connection with the transaction of business with such employees and managers, family members or other businesses. Such sales should be included, based on the pricing generally paid by Franchisee's other customers. Gross Sales shall not include (i) any sales taxes or other taxes collected from customers by Franchisee and paid directly to the appropriate taxing authority, (ii) the amount of any proceeds from insurance with respect to Franchisee's property damage or liability, or proceeds from any civil forfeiture, condemnation, or seizure by governmental entities, or (iii) the amount of any returns, credits, allowances, adjustments, or uncollectible amounts, subject to the limitation that uncollectible

amounts cannot exceed one-half of one percent (0.5%) of Gross Sales for any fiscal year of Franchisee. Subsequent collections of charged-off amounts must be included in Gross Sales when collected.

Franchisee and Franchisor agree and acknowledge that the Royalty Fee is not in exchange for any services provided to Franchisee by Franchisor but rather is a recurring payment by Franchisee to Franchisor to continue the use of Franchisor's intellectual property in the operation of a Studio. There is no other purpose or intent for such fees.

4.3 Branding and Advertising Expenditures. Franchisee shall make monthly expenditures and contributions for branding, advertising, and promotion as specified in Section 12 hereof.

4.4 Payments. Franchisee is required to report Gross Sales to Franchisor, as directed by Franchisor in the Manuals, by no later than the tenth (10th) day of each month, for the preceding month, commencing on the date the Studio opens to the public and continuing through the term of this Agreement. Payment of Royalty Fees and all other fees due under this Agreement to Franchisor shall be made via electronic transfer of funds as described in Section 4.5 below. If Franchisee does not submit a report by the tenth (10th) of the month, Franchisor may estimate the Royalty Fee, and the branding and advertising contribution required by Section 12.3, based upon prior reports. Franchisor will return any overage within thirty (30) days of receipt of Franchisee's report(s). Franchisor shall not be responsible to Franchisee for any interest charges for any overage collected due to Franchisee's failure to timely report its sales. Additionally, Franchisor shall not be responsible for any bank service charges incurred by Franchisee that result in the withdrawal of funds from Franchisee's depository account. Franchisee shall pay Franchisor Fifty U.S. Dollars (\$50.00) for each electronic funds transfer attempted from Franchisee's depository account pursuant to this Section 4.4 that is returned for non-sufficient funds. Franchisee shall also reimburse Franchisor for all extraordinary costs incurred by Franchisor in collecting or attempting to collect funds due to Franchisor from the depository account (including, without limitation, charges for non-sufficient funds, uncollected funds, or other discrepancies in deposits or reporting). In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor shall have the right to establish, in writing, reasonable new methods of reporting and payment; and Franchisee agrees that it shall abide by those reasonable new methods established by Franchisor in the Manuals or otherwise in writing from time to time.

4.5 Electronic Funds Transfer. All payments to Franchisor required under Sections 4 and 12 hereof will be made by electronic funds transfer. Franchisee shall deposit all revenues from operation of the Studio into one bank account within three (3) days of receipt, including cash, checks, credit card receipts, or the value of other forms of payment. Franchisee shall furnish to Franchisor, upon Franchisor's request, such bank and account number, a voided check from such bank account, and written authorization for Franchisor to withdraw funds from such bank account via electronic funds transfer, without further consent or authorization, for Franchisee's Royalty Fees due to Franchisor for the relevant time periods. Franchisee agrees to execute any and all documents as may be necessary to effectuate and maintain the electronic funds transfer arrangement, as required by Franchisor. In the event Franchisee changes banks or accounts for the bank account required by this Section 4.5, Franchisee shall, prior to such change, provide such

information concerning the new account and an authorization to make withdrawals therefrom. Franchisee's failure to provide such information concerning the bank account required by this Section 4.5 or any new account, or Franchisee's withdrawal of consent to withdrawals for whatever reason and by whatever method, shall be a breach of this Agreement. If any payment is overdue, Franchisee shall pay Franchisor immediately upon demand, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies Franchisor may have. Franchisee shall not be entitled to set-off any payments required to be made under this Section 4 against any monetary claim it may have against Franchisor.

5. OPENING OF FRANCHISED BUSINESS

5.1 Construction. Franchisee shall renovate or construct, and equip, the physical building in which the Studio is located (the "Premises") at Franchisee's own expense. Before commencing any renovation or construction of the Studio, Franchisee, at its expense, shall arrange for preparation of preliminary and final architectural drawings and specifications of the Premises in accordance with the standard construction plans and sample architectural drawing provided by Franchisor for adaption by Franchisee, using only architects and contractors which Franchisor has designated or approved in writing in advance. Such preliminary and final drawings and specifications shall be submitted to Franchisor for its prior written approval relating only to layout and design compliance and not relating to American with Disabilities Act ("ADA") or local zoning compliance. The drawings and specifications shall not thereafter be changed or modified without the prior written approval of Franchisor. Franchisee or its approved contractor shall obtain such insurance, as described in Section 13.1, prior to commencement of construction of the Studio.

5.2 Permits. Franchisee shall be responsible, at Franchisee's expense, for obtaining all zoning classifications, permits, and clearances, including, but not limited to, certificates of occupancy and certificates of health, which may be required by federal, state or local laws, ordinances, or regulations, or which may be necessary or advisable owing to any restrictive covenants relating to the Premises or required by the lessor.

5.3 Opening Deadline. If Franchisee has an Approved Location as of the date of this Agreement, Franchisee must open and commence operations of the Studio not later than one hundred eighty (180) days after the date of this Agreement. If Franchisee does not have an Approved Location as of the date of this Agreement, Franchisee must open and commence operations of the Studio not later than three hundred sixty-five (365) days after the date of this Agreement. The parties agree that time is of the essence in the opening of the Studio and that Franchisee's failure to open the Studio within the time periods described in this Section 5.3 shall be a material default under this Agreement and will entitle Franchisor to terminate this Agreement pursuant to Section 15 hereof. Franchisor has the right, but not the obligation to, provide Franchisee with reasonable extensions of time for the deadlines set forth in this Section 5.3, at Franchisor's sole discretion.

5.4 Opening Approval. Franchisee may not open the Studio without Franchisor's prior written approval. Franchisee must provide Franchisor with written notice of Franchisee's desire to open the Studio at least fifteen (15) days prior to the desired opening date. Franchisor reserves

the right to inspect the Studio prior to its opening to determine whether Franchisee's personnel has been adequately trained and whether the Studio conforms to System standards and specifications and is ready for opening. Franchisor will endeavor not to unreasonably delay the opening of the Studio.

5.5 ADA Certification. Prior to opening the Studio, and after any renovation, as described in Section 5.1 above, Franchisee shall execute and deliver to Franchisor an ADA Certification in the form attached to this Agreement as Exhibit C, to certify to Franchisor that the Studio and any proposed renovations comply with the ADA.

6. TRAINING

6.1 Initial Training Program. Approximately six (6) weeks prior to opening the Studio, (a) Franchisee (or, if Franchisee is a legal entity, one of Franchisee's owners) shall attend and complete, to Franchisor's satisfaction, Franchisor's initial training program for franchisees, as described in the Manuals (the "Initial Training Program"); and (b) Franchisee's designated lead fitness trainer shall attend and complete, to Franchisor's satisfaction, those components of the Initial Training Program relevant to the role of lead fitness trainer, as Franchisor determines in its sole discretion. At Franchisee's option, up to two (2) of Franchisee's operational/front desk personnel may also attend those components of the Initial Training Program relevant to their roles at the Studio, as Franchisor determines in its sole discretion. The Initial Training Program will take place at such times and places as Franchisor designates and will be provided through a combination of in-person and virtual training (via the Internet or by teleconference), as determined by Franchisor in its sole discretion. Franchisor will provide instructors and training materials for the Initial Training Program, at no charge, for up to four (4) individuals. Franchisor, in its sole discretion, may permit more than four (4) individuals to attend such initial training, if requested by Franchisee. For the attendance of each such additional individual, Franchisee shall pay the then-current training fee designated in the Manuals or otherwise in writing from time-to-time by Franchisor. In addition, Franchisee shall be responsible for all other expenses incurred by Franchisee and/or any and all of Franchisee's personnel in connection with the Initial Training Program, including, without limitation, the costs of transportation, lodging, meals, and wages. Notwithstanding anything to the contrary in this Section 6.1, Franchisor shall have the right, in its reasonable discretion, to approve the attendance of all individuals who attend the Initial Training Program, or any part thereof.

6.2 Subsequent Employees. Prior to assuming any duties at the Studio, any person subsequently employed by Franchisee as lead fitness trainer or in a management position must attend and complete, to Franchisor's satisfaction, those components of the Initial Training Program relevant to their roles at the Studio, as Franchisor determines in its sole discretion. For each such employee's attendance at such training, Franchisee shall (1) pay the then-current training fee designated in the Manuals or otherwise in writing from time-to-time by Franchisor, and (2) be responsible for any and all other expenses incurred by Franchisee and/or Franchisee's employee in connection with such training, including, without limitation, the costs of transportation, lodging, meals, and wages.

6.3 Additional Training. Franchisee (or, if Franchisee is a legal entity, its owner(s)), Franchisee's lead fitness trainer, and/or such other of Franchisee's operations/front desk personnel

as are specified by Franchisor in its reasonable discretion, shall attend such additional courses, seminars, and other training programs as Franchisor may reasonably require from time-to-time at such places as may be designated by Franchisor. For each of Franchisee's personnel attending any such additional courses, seminars, or training programs, Franchisee shall (1) pay the then-current training fee designated in the Manuals or otherwise in writing from time-to-time by Franchisor, and (2) be responsible for any and all other expenses incurred by Franchisee and/or Franchisee's personnel in connection with such additional courses, seminars, or training programs, including, without limitation, the costs of transportation, lodging, meals, and wages.

7. DUTIES OF FRANCHISEE

7.1 Operating Standards. Franchisee understands and acknowledges that every detail of the Franchised Business is important to Franchisor, Franchisee, and other Rev'd franchisees in order to develop and maintain high operating standards, to increase the demand for the products sold by all franchised businesses operating under the System, and to protect Franchisor's reputation and goodwill.

7.2 Studio Operations. Franchisee shall use the Premises solely for the operation of the business franchised hereunder; shall keep the Studio open and in normal operation for such minimum hours and days and under such weather conditions as Franchisor may specify in the Manuals or otherwise in writing; shall refrain from using or permitting the use of the Premises for any other purpose or activity at any time without first obtaining the written consent of Franchisor; and shall operate the Studio in strict conformity with such methods, standards, and specifications as Franchisor may from time to time prescribe in the Manuals or otherwise in writing. Franchisee shall refrain from deviating from such standards, specifications, and procedures without Franchisor's prior written consent.

7.3 Adherence to Standards and Specifications. To ensure that the highest degree of quality and service is maintained, Franchisee shall operate the Studio in strict conformity with such methods, standards, and specifications as Franchisor may from time to time prescribe in the Manuals or otherwise in writing. Franchisee agrees:

7.3.1 To maintain in sufficient supply as Franchisor may prescribe in the Manuals or otherwise in writing, and to use at all times, only such products and equipment acquired from a supplier or suppliers designated or approved by Franchisor in the manner prescribed by Franchisor, and such other materials, supplies, fixtures, furnishings, and signs, as conform with Franchisor's standards and specifications, and to refrain from deviating therefrom by the use of nonconforming items, without Franchisor's prior written consent;

7.3.2 To sell or offer for sale only such products, merchandise, and services as have been expressly approved for sale in writing by Franchisor; to sell or offer for sale all types of products, services, and merchandise specified by Franchisor; to refrain from any deviation from Franchisor's standards and specifications without Franchisor's prior written consent; and to discontinue selling and offering for sale any products, merchandise, and services which Franchisor may, in its discretion, disapprove in writing at any time;

7.3.3 To purchase all products from such suppliers and in such manner of delivery as Franchisor designates in the Manuals or otherwise in writing from time to time;

7.3.4 To use, in the operation of the Franchised Business, such standards, specifications, and procedures as prescribed by Franchisor;

7.3.5 To refrain from advertising, offering, or selling any products, merchandise, or services on the Internet without Franchisor's prior, written approval;

7.3.6 To equip the Franchised Business with an initial equipment package from a supplier or suppliers designated or approved by Franchisor; and

7.3.7 To concentrate its marketing efforts within Franchisee's Territory and not direct any marketing efforts toward the territory of another franchisee of Franchisor.

7.4 Fixtures, Furnishings and Equipment. Franchisee shall purchase and install, at Franchisee's expense, all fixtures, furnishings, equipment (including, without limitation, the required computer hardware, software, and related equipment; lobby and locker room furniture; exercise bikes and free weights, and a stereo system and video wall), décor, and signs as Franchisor may reasonably direct from time to time; and shall refrain from installing or permitting to be installed on or about the Premises, without Franchisor's prior written consent, any fixtures, furnishings, equipment, décor, signs or other items not previously approved as meeting Franchisor's standards and specifications.

7.5 Sources of Products. All products sold or offered for sale at the Studio, and other products, materials, supplies, fixtures, furnishings, and equipment used at the Studio, shall meet Franchisor's then-current standards and specifications, as established in the Manuals or otherwise in writing. Franchisee shall purchase all food items, supplies, materials, and other products and equipment used or offered for sale at the Studio for which Franchisor has established standards or specifications solely from suppliers (including distributors and other sources) that demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's standards and specifications, who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably, and who have been approved by Franchisor in the Manuals or otherwise in writing. If Franchisee desires to purchase products from a party other than an approved supplier, Franchisee shall submit to Franchisor a written request to approve the proposed supplier, together with such evidence of conformity with Franchisor's specifications as Franchisor may reasonably require. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to Franchisor or to an independent testing facility designated by Franchisor. A charge not to exceed the reasonable cost of the inspection, evaluation, and testing shall be paid by Franchisee. Franchisor shall use its best efforts, within thirty (30) days after its receipt of such completed request and completion of such evaluation and testing (if required by Franchisor), to notify Franchisee in writing of its approval or disapproval of the proposed supplier. Franchisee shall not sell or offer for sale any products of the proposed supplier until Franchisor's written approval of the proposed supplier is received. Franchisor may from time to time revoke its approval of particular products or suppliers when Franchisor determines, in its sole discretion, that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of

such revocation, Franchisee shall cease to sell any disapproved products and cease to purchase from any disapproved supplier. Franchisee agrees that it shall use products purchased from approved suppliers solely for the purpose of operating the Studio and not for any other purpose, including, without limitation, resale.

7.6 Initial Inventory. At the time the Studio opens, Franchisee shall stock the initial inventory of products, accessories, equipment, and supplies as prescribed by Franchisor in the Manuals or otherwise in writing. Thereafter, Franchisee shall stock and maintain all types of approved products in quantities sufficient to meet reasonably anticipated customer demand. Franchisee agrees to immediately notify Franchisor if an approved supplier substitutes or attempts to substitute an unapproved product in place of an approved product. Franchisee shall refuse to accept any such unapproved products, or products from any unapproved suppliers.

7.7 Inspections. Franchisee shall permit Franchisor and its agents to enter upon the Premises at any time during normal business hours for the purpose of conducting inspections; shall cooperate with representatives of Franchisor in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies in the operation of the Studio or the facility itself detected during any such inspection. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor shall have the right, but not the obligation, to correct any deficiencies that may be susceptible to correction or repair by Franchisor and to charge Franchisee a reasonable fee for Franchisor's expenses in so acting, including without limitation the cost of such inspections, payable to Franchisor upon demand. The foregoing shall be in addition to such other remedies Franchisor may have.

7.8 Branding, Advertising, and Promotional Materials. Franchisee shall ensure that all branding, advertising, and promotional materials, signs, decorations, and other items specified by Franchisor bear the Proprietary Marks in the form, color, location, and manner prescribed by Franchisor.

7.9 Maintenance of Premises. Franchisee, at its expense, shall maintain the Studio and the Premises (including the adjacent public areas) in a clean, orderly condition and in excellent repair; and make such additions, alterations, repairs, and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment, and décor as Franchisor may reasonably direct.

7.10 Refurbishment. At Franchisor's request, but no more than once every three (3) years, unless sooner required by Franchisee's lease, Franchisee shall refurbish the Studio and Premises to conform to the building design, trade dress, color schemes and presentation of the Proprietary Marks in a manner consistent with the then-current image for new Rev'd fitness studios. Such refurbishment may include structural changes, installation of new equipment, remodeling, redecoration, and modifications to existing improvements.

7.11 On-Premises Supervision. The Studio shall at all times be under the direct, on-premises supervision of Franchisee (or, if Franchisee is a legal entity, one of Franchisee's owners)

or one of Franchisee's employees who has satisfactorily completed the operations and management components of the Initial Training Program, as required under Section 6 hereof. Franchisee shall maintain a competent, conscientious, trained staff, including a lead trainer who has completed the training described in Section 6 hereof. Franchisee shall take such steps as are necessary to ensure that its employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards, including, without limitation, such standards for personal attire as Franchisor reasonably requires, as Franchisor may establish from time-to-time in the Manuals. Franchisee and its employees shall handle all customer complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of Franchisor. Franchisee shall be solely responsible for all employment decisions and functions of the Studio, including, without limitation, those related to hiring, firing, training, wage and hour requirements, record-keeping, supervision, and discipline of employees.

7.12 Active Participation. Franchisee (or, if Franchisee is a legal entity, one of Franchisee's owners) or one of Franchisee's employees who has satisfactorily completed the operations and management components of the Initial Training Program, as required under Section 6 hereof, shall take an active role in the operation of the Studio and shall be on the Premises operating the Studio during peak hours of Studio operation, as specified by Franchisor in the Manuals or otherwise in writing from time-to-time.

7.13 Changes to the System. Franchisee shall not implement any change, amendment, or improvement to the System without the express prior written consent of Franchisor. Franchisee shall notify Franchisor in writing of any change, amendment, or improvement to the System which Franchisee proposes to make and shall provide to Franchisor such information as Franchisor requests regarding the proposed change, amendment, or improvement. Franchisee acknowledges and agrees that Franchisor shall have the right to incorporate the proposed change, amendment, or improvement into the System and shall thereupon obtain all right, title, and interest therein without compensation to Franchisee. Franchisee further acknowledges and agrees that the System must not remain static if it is to meet (without limitation) presently unforeseen changes in technology, competitive circumstances, demographics, consumer and social trends, and other marketplace variables, and if it is to best serve the interests of Franchisor, Franchisee, and all other Rev'd franchisees. Accordingly, Franchisee expressly understands and agrees that Franchisor may from time-to-time change the components of the System, including, without limitation, altering the products, programs, services, methods, standards, forms, policies and procedures of the System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, or other business combination or for other reasons; adding to, deleting from, or modifying the products, programs and services that the Franchised Business is authorized and required to offer; modifying or substituting entirely the Studio construction, design, appearance, equipment, and operational attributes that Franchisee is required to observe hereunder; and modifying or substituting the Proprietary Marks. Franchisee expressly agrees to comply with any such changes, modifications, additions, deletions, substitutions, and alterations at its own cost. Except as provided herein, Franchisor shall not be liable to Franchisee for any expenses, losses, or damages sustained by Franchisee as a result of any of the modifications contemplated hereby.

7.14 Compliance with Lease. Franchisee shall comply with all the terms of its lease or sublease and all other agreements affecting the operation of the Studio; shall promptly furnish

Franchisor a copy of its lease, upon request; shall undertake best efforts to maintain a good and positive working relationship with its landlord and/or lessor; and shall refrain from any activity which may jeopardize Franchisee's right to remain in possession of, or to renew the lease or sublease for, the Premises.

7.15 Health and Safety Standards. Franchisee shall meet and maintain the highest health standards and ratings applicable to the operation of the Studio. Franchisee shall furnish to Franchisor within three (3) business days after receipt thereof, a copy of all health inspection reports and any violation or citation which indicates Franchisee's failure to maintain local health or safety standards in the operation of the Studio.

7.16 Pricing and Coupon Sales. Unless prohibited by applicable law, Franchisor has the right to set maximum and minimum prices for the products and services Franchisee offers and sells. Franchisee shall strictly adhere to the prices Franchisor establishes. Franchisor retains the right to modify the prices from time-to-time in its reasonable discretion. Franchisee must comply with all of Franchisor's policies regarding branding, advertising, and promotion, including the use and acceptance of coupons, participation in special offers, and participation in loyalty programs.

7.17 Surveillance System. Franchisee must purchase and equip the Franchised Business with an audio and video surveillance system approved in writing in advance by Franchisor, including all required hardware, software, maintenance, and updates. Franchisee must post signs in the Studio, in size and form approved in writing in advance by Franchisor, notifying all employees and occupants of the Studio of the presence of such equipment. Franchisee agrees and acknowledges that, upon Franchisor's request, Franchisee shall provide Franchisor any and all data and images captured, recorded, or stored on such equipment.

7.18 Customer Surveys. Franchisor reserves the right to establish reasonable customer satisfaction standards and a scoring system for customer satisfaction ratings as prescribed from time to time in the Manuals or otherwise in writing, based on customer surveys conducted by Franchisor or its designee. Franchisee shall continuously maintain acceptable customer satisfaction ratings (as reasonably determined by Franchisor and described in the Manuals or otherwise in writing) throughout the term hereof. Franchisee acknowledges and agrees that its maintenance of such customer satisfaction ratings throughout the term hereof is a material obligation of Franchisee hereunder.

7.19 Mobile Applications. Franchisor may establish or use, and require Franchisee to use, one or more mobile applications (a "Mobile App") in connection with the System and/or Franchisee's operation of the Franchised Business. The term "Mobile App" shall include any application for use on smart phones, tablets, other mobile devices, computers and/or other electronic devices, and may include a loyalty or reward program or other features. If Franchisor requires Franchisee to use a Mobile App, then Franchisee shall comply with Franchisor's requirements (as set forth in the Manuals or otherwise in writing) for connecting to, and utilizing, such technology in connection with Franchisee's operation of the Franchised Business. Franchisor reserves the right to require Franchisee to pay Franchisor or a third party for the development or use of any such Mobile App.

7.20 Computer System and Required Software.

7.20.1 Franchisor shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by Franchisee, including without limitation: (a) back office and point-of-sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at the Studio; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; (d) Internet access mode and speed; and (e) physical, electronic, and other security systems (collectively, the “Computer System”).

7.20.2 Franchisor shall have the right, but not the obligation, to develop or have developed for it, or to designate: (a) computer software programs, applications and platforms, cloud computing systems, and/or remote storage systems, that Franchisee must use in connection with the Computer System (the “Required Software”), which Franchisee shall access and utilize at Franchisee’s expense; (b) updates, supplements, modifications, or enhancements to the Required Software, which Franchisee shall access and utilize at Franchisee’s expense; (c) the tangible and remote media upon which Franchisee records data; and (d) the database file structure of the Computer System. Franchisee shall not use or download any software that has not been approved by Franchisor in writing prior to use.

7.20.3 At Franchisor’s request, Franchisee shall purchase or lease, and thereafter maintain, the Computer System and, if applicable, the Required Software. Franchisor shall have the right at any time to remotely retrieve and use such data and information from Franchisee’s Computer System or Required Software that Franchisor deems necessary or desirable. Franchisee shall provide Franchisor with all usernames and passwords required to access files and other information contained on the Computer System. Franchisee shall maintain all financial and other information as specified by Franchisor on the Computer System. Franchisee expressly agrees to strictly comply with Franchisor’s standards and specifications for all items associated with Franchisee’s Computer System and any Required Software in accordance with Franchisor’s standards and specifications. Franchisee agrees, at its own expense, to keep its Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to Franchisee’s Computer System or Required Software as Franchisor directs from time to time in writing. Franchisee agrees that its compliance with this Section 7.21 shall be at Franchisee’s sole cost and expense.

7.20.4 Franchisor reserves the right to charge Franchisee a reasonable monthly license fee for the Required Software or for other related services.

7.21 Protection of Customer Information. Franchisee shall use its best efforts to protect customers against a cyber-event, identity theft, or theft of personal information. Franchisee must at all times be in compliance with (a) the Payment Card Industry Data Security Standards (“PCI DSS”), (b) the Fair and Accurate Credit Transactions Act (“FACTA”); (c) regional, national, and local laws and regulations relating to data and personal privacy, data security (including but not limited to the use, storage, transmission, and disposal of data regardless of media type), security breaches, and electronic payments, (d) the operating rules and regulations of all credit card, debit card and/or ACH processors and networks that are utilized in the System, and (e) Franchisor’s security policies and guidelines, all as may be amended from time to time. Franchisee must notify

Franchisor immediately, but no more than three (3) business days, after Franchisee becomes aware of or is notified about, any cyber-event, identity theft, or theft of personal information related to any customer or employee of the Franchised Business or that relates to the Franchised Business, and agree, upon Franchisor's request, to immediately provide notice to all customers, employees, and any other individuals of such event in such form Franchisor may direct.

7.22 Consumer Data. Subject to applicable law, Franchisor shall be the sole owner of all Consumer Data and Franchisee shall disclaim any ownership interest in such data. For the purposes of this Agreement, "Consumer Data" is defined as all personally identifiable information (names, addresses, email addresses, telephone numbers, corporate information, transaction data, demographic data, behavioral data, customer service data, correspondence, and other documents and information) obtained from consumers, suppliers, or others in connection with Franchisee's Franchised Business.

Franchisees shall not use any Consumer Data for activities not related to its Franchised Business without the prior written approval of Franchisor, which shall in all likelihood be denied. Franchisees shall not transfer any Consumer Data to any third party other than to Franchisor, its affiliates, or Franchisor-approved third parties providing operational or marketing services to the Franchised Business. Third parties shall not gain any ownership rights or interest in Consumer Data; may have access to the information only for the purpose of providing services to the Studio; are prohibited from copying or distributing the information without Franchisor's written permission; and shall return any Consumer Data it had access to, to Franchisee or Franchisor after it has provided its services, or upon Franchisor's request.

Any and all Consumer Data not automatically collected by Franchisee shall be transferred to Franchisor on a monthly basis or upon Franchisor's request. Routine monthly transfers shall be made no later than twenty (20) days following the end of each month. A final transfer of Consumer Data to Franchisor will be made at the termination or expiration of this Agreement and Franchisee is prohibited from retaining any Consumer Data. All costs associated with transferring Consumer Data to Franchisor by Franchisee shall be paid by Franchisee.

Franchisee shall comply with all federal, state, and local laws concerning the handling, distribution, and use of Consumer Data.

During the Initial Term hereof and any Successor Term, Franchisee shall preserve Consumer Data for at least seven (7) years in the form and manner prescribed by Franchisor from time to time in the Manuals or otherwise in writing.

7.23 Conferences and Conventions. Franchisor reserves the right to require Franchisee, at Franchisee's cost, to attend such conventions, regional meetings, and conferences as Franchisor may specify in its reasonable discretion. Franchisor also reserves the right to establish Rev'd conference and convention fees from time to time to offset System costs.

8. PROPRIETARY MARKS

8.1 Franchisor Representations. Franchisor represents with respect to the Proprietary Marks:

8.1.1 Franchisor has the right to use, and to license others to use, the Proprietary Marks;

8.1.2 As between Franchisee and Franchisor, Franchisor is the owner of the Proprietary Marks; and

8.1.3 Franchisor has taken and will take all steps reasonably necessary to preserve and protect the ownership and validity of the Proprietary Marks.

8.2 Franchisee's Use of Marks. With respect to Franchisee's use of the Proprietary Marks, Franchisee agrees that:

8.2.1 Franchisee shall use only the Proprietary Marks designated by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor, including, but not limited to, with respect to color combination, typeface, or other features and without any infringement or modification;

8.2.2 Franchisee shall use the Proprietary Marks only for the operation of the Studio and only at the Approved Location, or in advertising for the Studio conducted at or from the Approved Location;

8.2.3 Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Studio only under the name "Rev'd" and shall use all Proprietary Marks without prefix or suffix. Franchisee shall not use the Proprietary Marks as part of its corporate or other legal name and shall file, in a timely fashion, and maintain, any fictitious name registration as locally required;

8.2.4 During the term of this Agreement and any renewal or extension hereof, Franchisee shall identify itself as the owner of the Studio (in the manner required by Franchisor) in conjunction with any use of the Proprietary Marks, including, but not limited to, on invoices, order forms, receipts, human resource materials, business stationery, credit applications, and contracts with all third parties or entities, as well as the display of such notices in such content and form and at such conspicuous locations as Franchisor may designate in writing;

8.2.5 Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights and will entitle Franchisor to exercise all of its rights under this Agreement in addition to all rights available at law or in equity;

8.2.6 Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor;

8.2.7 Franchisee shall execute any documents deemed necessary by Franchisor to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability;

8.2.8 Franchisee shall promptly notify Franchisor of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to Franchisor's (or its affiliate's) ownership of, Franchisor's right to use and to license others to use, or Franchisee's right to use, the Proprietary Marks. Franchisee acknowledges that Franchisor has the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. Franchisor shall defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Proprietary Marks. If Franchisor, in its sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisor. If Franchisor, in its sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisee. In the event of any litigation relating to Franchisee's use of the Proprietary Marks, Franchisee shall execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for its out-of-pocket costs in doing such acts; and

8.2.9 Except as otherwise required by Franchisor pursuant to this Section 8, Franchisee shall not attempt to register or otherwise obtain any interest in any Internet domain name or URL containing any of the Proprietary Marks or any other word, name, symbol, or device which is likely to cause confusion with any of the Proprietary Marks.

8.3 Franchisee Acknowledgements. Franchisee expressly understands and acknowledges that:

8.3.1 Franchisee will not challenge that, as between Franchisee and Franchisor, Franchisor is the owner of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with them, and Franchisee will not challenge that Franchisor has the right to use, and license others to use, the Proprietary Marks;

8.3.2 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;

8.3.3 During the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest the validity of the trademark owner's ownership of, or Franchisor's right to use and to license others to use, the Proprietary Marks;

8.3.4 Franchisee's use of the Proprietary Marks does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks specifically including, but not limited to, any claims of equity in any Proprietary Mark;

8.3.5 Any and all goodwill arising from Franchisee's use of the Proprietary Marks shall inure solely and exclusively to the benefit of the trademark owner, and upon expiration or termination of this Agreement and the license granted herein, no monetary amount shall be assigned to Franchisee or any of its principals, affiliates, subsidiaries, successors, licensees or assigns as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks;

8.3.6 The license of the Proprietary Marks granted hereunder to Franchisee is nonexclusive, and Franchisor thus has and retains the rights, among others: (a) to use the Proprietary Marks itself in connection with selling products, merchandise, and services; (b) to grant other licenses for the Proprietary Marks; (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks; and (d) to grant licenses thereto without providing any rights therein to Franchisee; and

8.3.7 Franchisor reserves the right, in Franchisor's sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks, for use in identifying the System and the businesses operating thereunder. Franchisee agrees promptly to comply with such changes, revisions and/or substitutions, and to bear all the costs of modifying Franchisee's signs, advertising materials, interior graphics, and any other items which bear the Proprietary Marks to conform therewith.

8.4 Website. The term "Website" means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet, including, but not limited to, any account, page, or other presence on a social or business networking media site, such as Meta, Instagram, Twitter, LinkedIn, and on-line blogs and forums (each a "Networking Media Site"). Franchisor and Franchisor's affiliate currently maintain a Website for the Rev'd brand and fitness studios (the "Rev'd Website") at www.revindoorcycling.com but reserve the right to change the name and/or location of the Rev'd Website in their sole discretion. Franchisor will establish and maintain one (1) or more webpages for Franchisee's Studio within the Rev'd Website. Subject to the foregoing, Franchisor has the right to promote Franchisee's Studio, and other franchised Rev'd fitness studios, on the Rev'd Website as Franchisor determines and in the manner it determines. Unless approved by Franchisor or permitted in the Manuals, Franchisee shall not own, establish, or maintain a separate Website for Franchisee's Studio. Franchisee shall not make any posting or other contribution to a Networking Media Site relating to Franchisor or its affiliate(s), the System, the Proprietary Marks, or the Studio that (a) is derogatory, disparaging, or critical of Franchisor or its affiliate(s) or the System, (b) is offensive, inflammatory, or indecent, (c) harms the goodwill and public image of the System and/or the Proprietary Marks, or (d) violates System policies relating to the use of Networking Media Sites.

8.5 Domain Names. Franchisee acknowledges and agrees that if Franchisor grants its approval for Franchisee's use of a generic, national, and/or regionalized domain name, Franchisor shall have the right to own and control said domain name at all times and may license it to

Franchisee for the term of this Agreement on such terms and conditions as Franchisor may reasonably require (including, but not limited to, the requirement that Franchisee reimburse Franchisor's costs for doing so). If Franchisee already owns any domain names, or hereafter registers any domain names, then Franchisee agrees that it shall notify Franchisor in writing and assign said domain names to Franchisor and/or a designee that Franchisor specifies in writing.

8.6 Online Use of Proprietary Marks and E-mail Solicitations. Franchisee shall not use the Proprietary Marks or any abbreviation or other name associated with Franchisor and/or the System as part of any e-mail address, domain name, and/or other identification of Franchisee in any electronic medium, except as set forth in the Manuals. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor's written consent as to: (a) the content of such e-mail advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee shall be solely responsible for compliance with all laws pertaining to e-mails, including, but not limited to, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003").

8.7 No Outsourcing without Prior Written Approval. Franchisee shall not hire any third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of Franchisee's obligations, without Franchisor's prior written approval. Franchisor's consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third-party or outside vendor's entry into a confidentiality agreement with Franchisor and Franchisee in a form that is provided by Franchisor. The provisions of this Section 8.7 are in addition to and not instead of any other provision of this Agreement.

8.8 Changes to Technology. Franchisee and Franchisor acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and Franchisee agrees that it shall abide by those reasonable new standards established by Franchisor as if this Agreement were periodically revised by Franchisor for that purpose.

9. OPERATING MANUALS

9.1 Standards of Operation. In order to protect the reputation and goodwill of Franchisor and its affiliates, and to maintain high standards of operation under the System, Franchisee shall operate the Studio in accordance with the standards, methods, policies, and procedures specified in the Manuals, which Franchisor shall loan to Franchisee, or make available to Franchisee through a password-protected website, for the term of this Agreement upon satisfactory completion by Franchisee (or, if Franchisee is a legal entity, one of its owners) and its designated lead fitness trainer of the initial training described in Section 6.1 hereof.

9.2 Confidentiality. Franchisee shall treat the Manuals any other manuals created for or approved for use in the operation of the Studio, and the information contained therein, as

Confidential Information, and shall use all reasonable efforts to maintain such information as secret and confidential. Further, access to the Manuals shall be limited to authorized personnel that have signed a confidentiality agreement, as specified by Franchisor. Franchisee shall not copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

9.3 Exclusive Property. The Manuals shall remain the sole property of Franchisor and shall be kept in a secure place on the Premises.

9.4 Revisions to Manuals. Franchisor may from time to time revise the contents of the Manuals, and Franchisee expressly agrees to comply with each new or changed standard. Franchisee shall ensure that the Manuals are kept current at all times. In the event of any dispute as to the contents of the Manuals, the terms of the master copy maintained by Franchisor at Franchisor's home office shall be controlling.

10. CONFIDENTIAL INFORMATION

10.1 Confidential Information. Franchisee (and, if Franchisee is a legal entity, its owner(s)) shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, limited liability company or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the business franchised hereunder, including, without limitation, policies and procedures regarding fitness studio administration and management, techniques regarding the organization and supervision of exercise classes, architectural plans, suppliers, equipment, product costs, accounting methods, including both paper and electronic spreadsheets, or advertising that may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of this Agreement (the "Confidential information"). Franchisee shall divulge such Confidential Information only to such of its employees as must have access to it in order to operate the Franchised Business. The Confidential Information includes, but is not limited to, any and all information, knowledge, know-how, techniques, and other data that Franchisor designates as confidential.

10.2 Confidentiality Agreements. In order to protect Franchisor's Confidential Information, Franchisee (or, if Franchisee is a legal entity, its owner(s)), Franchisee's lead fitness trainer, and such other of Franchisee's management and/or supervisory employees as Franchisor reasonably requires, shall execute confidentiality and non-competition covenants in the form attached hereto as Exhibit D.

10.3 Irreparable Injury. Franchisee acknowledges that any failure to comply with the requirements of this Section 10 will cause Franchisor irreparable injury, and Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 10, or such other relief sought by Franchisor.

11. ACCOUNTING AND RECORDS

11.1 Monthly Gross Sales. Franchisee shall record all sales on the Computer System using the Required Software, or on any other equipment specified by Franchisor in the Manuals

or otherwise in writing. Franchisee shall maintain a monthly record of all sales and payroll on spreadsheets or other reporting system provided by Franchisor. Franchisee shall provide Franchisor with such monthly record by the tenth (10th) day of the following month by e-mail or such other means as designated by Franchisor in writing, including, but not limited to, an intranet website. Franchisee shall prepare and shall preserve for at least ten (10) years from the dates of their preparation, daily point-of-sale reports, and complete and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manuals or otherwise in writing.

11.2 Recording of Gross Sales. All Gross Sales, sales tax, and charges collected on behalf of third parties shall be recorded by Franchisee in accordance with the procedures prescribed in the Manuals.

11.3 Financial Statements. Franchisee shall submit to Franchisor, within seventy-five (75) days after the end of each fiscal year, Franchisee's annual balance sheet and income statement for the preceding fiscal year, audited by an independent accounting firm in accordance with generally accepted accounting standards. In addition, Franchisee shall submit to Franchisor, within thirty (30) days of receipt of Franchisor's written request, a balance sheet and income statement as of a date then-current, reviewed by an independent accounting firm in accordance with generally accepted accounting standards. All financial statements provided by Franchisee to Franchisor must be prepared in accordance with generally accepted accounting principles.

11.4 Audits. Franchisor and its designated agents shall have the right at all reasonable times to examine and copy, at Franchisor's expense, the books, records, accounts, and tax returns of Franchisee. Franchisor shall have the right at all reasonable times to remove such books, records, accounts, and tax returns for copying. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee. If an inspection should reveal that any payments have been understated:

11.4.1 by two percent (2%) or less in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is more;

11.4.2 by more than two percent (2%) but less than five percent (5%), then Franchisee shall immediately pay Franchisor the full amount owed with interest, plus all of Franchisor's costs and expenses in connection with the inspection, including, without limitation, travel costs, lodging, and wage expenses, and reasonable accounting and legal costs;

11.4.3 by more than five percent (5%), then, in addition to the above penalties imposed on Franchisee in Section 11.4.2., Franchisor may terminate this Agreement without affording Franchisee any opportunity to cure; and

11.4.4 by more than two percent (2%) three (3) times in any 36-month period, then Franchisor may terminate this Agreement without affording Franchisee any opportunity to cure.

The foregoing remedies shall be in addition to any other remedies Franchisor may have.

11.5 Spreadsheets. As required by Franchisor, Franchisee shall submit to Franchisor spreadsheets reflecting the Studio's sales, payroll, and inventory.

11.6 Point-of-Sale System. Franchisor reserves the right to require Franchisee at any time to make required upgrades to its Computer System and/or Required Software, at Franchisee's sole cost and expense, to provide Franchisor with immediate and online access to business information or data generated or collected on Franchisee's Computer System or Required Software, as described in Section 7.20 hereof, and images or data captured or recorded by the audio and video surveillance system, as described in Section 7.17 hereof.

11.7 Vendors and Suppliers. Franchisee shall explicitly notify all vendors, suppliers, and third parties that Franchisor is a separate entity from Franchisee, and Franchisor has no obligation to satisfy, or liability for, any of Franchisee's indebtedness. Franchisee agrees and acknowledges that Franchisor may obtain from any vendors or suppliers any information regarding Franchisee's account terms, arrangements, balances, and payment history.

12. BRANDING, ADVERTISING, AND PROMOTION

Recognizing the value of advertising and promotion, and the importance of the standardization of advertising and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

12.1 Grand Opening Advertising. Beginning sixty (60) days before the grand opening of Franchisee's Studio, and within thirty (30) days after the grand opening, Franchisee must conduct an initial, grand opening advertising, marketing, and promotional program in the form and manner Franchisor approves or prescribes. Franchisee must spend no less than Five Thousand Dollars (\$5,000) on such grand opening advertising, marketing, and promotion. Franchisee shall be responsible for securing any vendors or suppliers associated with the grand opening advertising program, provided that Franchisee shall retain and consult with Franchisor's approved marketing and public relations firm to plan and assist with Franchisee's grand opening advertising program.

12.2 Local Advertising and Promotion. In addition to the grand opening advertising required by Section 12.1 hereof, for each month during the term of this Agreement, Franchisee shall expend at least an amount equal to two percent (2%) of its prior month's Gross Sales on local marketing, advertising, and promotion in such manner as Franchisor may, in its sole discretion, direct in the Manuals or otherwise in writing from time-to-time. Franchisee shall provide satisfactory evidence of all local advertising and promotion expenditures in such manner as Franchisor shall direct in the Manuals or otherwise in writing from time-to-time. Franchisor reserves the right, in its sole discretion, upon thirty (30) days written notice to Franchisee, to require Franchisee to pay Franchisor, on a monthly basis, an amount equal to such two percent (2%) of prior month's Gross Sales (in lieu of requiring Franchisee to expend the monies described in this Section 12.2), which Franchisor shall then spend on local marketing, advertising, and promotion on Franchisee's behalf. Franchisee shall pay such monies to Franchisor in accordance with Section 4.5 hereof.

12.3 Rev'd Advertising Fund. Franchisor has the right, but not the obligation, to establish and administer the Rev'd Advertising Fund. If the Rev'd Advertising Fund is established,

Franchisee shall contribute to the Rev'd Advertising Fund a monthly amount equal to one percent (1%) of Franchisee's prior month's Gross Sales. Franchisor may adjust or discontinue the Rev'd Advertising Fund contributions and related expenditures; provided that any increase will not raise the total fee to more than two percent (2%) of Franchisee's prior month's Gross Sales. Contributions to the Rev'd Advertising Fund shall be in addition to any expenditures made pursuant to Sections 12.1 and 12.2 hereof and shall be made in accordance with Section 4.5 hereof. If established, the Rev'd Advertising Fund shall be maintained and administered by Franchisor as follows:

12.3.1 Franchisor shall direct all programs to advance, enhance, and protect the Rev'd brand and System as well as all advertising programs, with sole discretion over the activities, concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Rev'd Advertising Fund is intended to protect and promote the brand and maximize general public recognition, acceptance, and use of the System; and that Franchisor is not obligated, in administering the Rev'd Advertising Fund, to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or from expenditures by the Rev'd Advertising Fund;

12.3.2 The Rev'd Advertising Fund, all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which Franchisor believes will enhance the image of the System and protect the brand as a whole, including, among other things, the costs of preparing and conducting radio, cable television, print, and Internet-based advertising campaigns; utilizing Networking Media Sites (as defined in Section 8.4 above) and other emerging media or promotional tactics; developing, maintaining, and updating any Website(s) on the Internet; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; and providing promotional and other marketing materials and services to the businesses operating under the System; as well as market research, sponsorships and competitions; celebrity endorsements and personalities engaged as spokespersons; mystery shoppers; logo wear; affinity program development; and signage.

12.3.3 Franchisee shall contribute by separate payment to the Rev'd Advertising Fund in accordance with Section 4.5 hereof. All sums paid by Franchisee to the Rev'd Advertising Fund shall be maintained in an account separate from the other monies of Franchisor and shall not be used to defray any of Franchisor's expenses, except for such reasonable costs and overhead, if any, as Franchisor may incur in activities reasonably related to the direction and implementation of the Rev'd Advertising Fund and branding and advertising programs for franchisees and the System, including, among other things, costs of personnel for creating and implementing branding, advertising, promotional and marketing programs, and a pro rata portion of the salaries of Franchisor's personnel who spend time on Rev'd Advertising Fund-related matters. Further, the Rev'd Advertising Fund shall not be used to pay for the direct cost of recruiting franchisees when those costs are exclusively for the purpose of franchisee recruitment. However, if the expenditure includes some costs related to franchisee recruitment, so long as the main purpose of the expenditure is for other purposes, it is an allowed expenditure. The Rev'd Advertising Fund and any earnings thereon shall not otherwise inure to the benefit of Franchisor. Franchisor may spend

on behalf of the Rev'd Advertising Fund, in any fiscal year, an amount that is greater or less than the aggregate contribution of all Studios to the Rev'd Advertising Fund in that year and the Rev'd Advertising Fund may borrow from Franchisor or others to cover deficits or invest any surplus for future use.

12.3.4 Any money loaned to the Rev'd Advertising Fund by Franchisor (or its affiliate) may earn interest at a rate to be reasonably determined by Franchisor's management. All interest earned on monies contributed to the Rev'd Advertising Fund will be used to pay branding and advertising costs before other assets of the Rev'd Advertising Fund are expended. Franchisor shall not be obligated to audit the Rev'd Advertising Fund. Franchisor has the right to cause the Rev'd Advertising Fund to be incorporated or operated through a separate entity at such time as Franchisor deems appropriate and such successor entity will have all of the rights and duties specified herein. Franchisor shall maintain separate bookkeeping accounts for the Rev'd Advertising Fund. Franchisor shall prepare annually a statement of contribution and expenditures of the Rev'd Advertising Fund that shall be made available to Franchisee upon its written request within sixty (60) days of the end of Franchisor's fiscal year. Franchisee acknowledges that Franchisor is not a fiduciary to Franchisee of the monies in the Rev'd Advertising Fund.

12.3.5 It is anticipated that all contributions to and earnings of the Rev'd Advertising Fund will be expended for branding, advertising, and/or promotional purposes during the taxable year within which the contributions are made. If, however, excess amounts remain in the Rev'd Advertising Fund at the end of such taxable year, all expenditures in the following taxable year(s) will be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions.

12.3.6 The Rev'd Advertising Fund shall be of perpetual duration. Franchisor maintains the right to terminate the Rev'd Advertising Fund. The Rev'd Advertising Fund may not be terminated, however, until all monies in the Rev'd Advertising Fund have been expended for branding, advertising, and/or promotional purposes or returned to contributors, who are not in default, on the basis of their respective contributions. Franchisees in default shall not be eligible for any fund rebate.

12.4 Branding and Advertising. All branding, advertising, and promotion by Franchisee shall be such activities and in media of such type and format as Franchisor may approve, shall be conducted in a dignified manner, and shall comply with federal and local laws and regulations, including but not limited to the Lanham Act, 15 U.S.C. § 1125 et seq. and the Telephone Consumer Protection Act, 47 U.S.C. §227 et seq. (the "TCPA"), and conform to such standards and requirements as Franchisor may specify. Franchisee shall not engage in any branding nor use any advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor, pursuant to the procedures and terms set forth in Section 12.5 hereof. Franchisor may make available to Franchisee from time to time, at Franchisee's expense, such branding and promotional materials, including logo wear, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials.

12.5 Approval of Branding and Advertising. Franchisee shall submit to Franchisor samples of all advertising as well as branding and promotional plans and materials for any

promotional activities or any print, broadcast, cable, electronic, computer, or other media (including, without limitation, the Internet) that Franchisee desires to implement or use and that have not been prepared or previously approved by Franchisor within the preceding three (3) months (as provided in Section 21 hereof), for Franchisor's prior approval. Franchisee shall not use such plans or materials until they have been approved in writing by Franchisor. If written notice of approval is not received by Franchisee from Franchisor within fifteen (15) days of the date of receipt by Franchisor of such samples or materials, Franchisor shall be deemed to have not approved them. Franchisor reserves the right to require Franchisee to discontinue the use of any branding, advertising, or marketing material that was previously approved upon notice.

12.6 Branding and Advertising Promotions. Franchisor reserves the right, from time-to-time, to develop and run national and regional branding and advertising promotions that promote the Rev'd System and Proprietary Marks, either through the Rev'd Advertising Fund or otherwise. Franchisee shall participate fully in such promotions in such manner and on such terms as Franchisor shall require in its reasonable discretion which shall be in accordance with Section 7.16 hereof.

12.7 Advertising Cooperative. Franchisor shall have the right, in its discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to the Studio. If a Cooperative has been established in Franchisee's area prior to opening the Studio, Franchisee shall become a member of the Cooperative no later than thirty (30) days after opening the Studio. If a Cooperative is established subsequent to Franchisee's opening of the Studio, Franchisee shall become a member of the Cooperative no later than thirty (30) days after the date on which the Cooperative commences operation. If the Studio is within the territory of more than one Cooperative, Franchisee shall not be required to be a member of all Cooperatives within that territory:

12.7.1 Each Cooperative shall be organized and governed in a form and manner, shall commence operation on a date, and shall operate pursuant to written governing documents, all of which must be approved in advance by Franchisor in writing;

12.7.2 Each Cooperative shall be organized for the exclusive purpose of administering regional advertising programs and developing, subject to Franchisor's approval, standardized advertising materials for use by the members in local advertising;

12.7.3 No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without the prior approval of Franchisor. All such plans and materials shall be submitted to Franchisor in accordance with the procedure set forth in Section 12.5 hereof;

12.7.4 Franchisor shall have the right to require members of each Cooperative to make contributions to the Cooperative in an amount equal to one percent (1%) of the prior month's Gross Sales at such times as determined by Franchisor. Franchisor may increase the amount of such contributions upon thirty (30) days written notice to Franchisee; provided, however, that such contributions shall not exceed an amount equal to two percent (2%) of the prior month's Gross

Sales. Any contributions to the Cooperative shall be credited towards Franchisee's local advertising requirement set forth in Section 12.2 hereof;

12.7.5 All contributions to the Cooperative shall be expended on regional advertising and promotion as directed by the Cooperative member duly elected by the other members to represent the Cooperative;

12.7.6 Franchisor, in its sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of such franchisee stating the reasons supporting such exemption. Franchisor's decision concerning such request for exemption shall be final; and

12.7.7 Franchisor shall have the power to require the Cooperative to be formed, changed, dissolved, or merged.

12.8 Advisory Council. Franchisee shall participate actively in such franchise advisory council ("Advisory Council") as Franchisor designates and participate in all Advisory Council programs approved by Franchisor. The Franchisor reserves the right to prepare and amend the governing documents for the Advisory Council from time to time, in its sole discretion, at any time. Franchisor, in its sole discretion, will determine the boundaries of the Advisory Council. The purposes of the Advisory Council shall include, but are not limited to, exchanging ideas and problem-solving methods, advising Franchisor on expenditures for system-wide advertising, and coordinating franchisee efforts. Franchisee shall pay the Advisory Council a fee, as determined by the Advisory Council, and Franchisor has the right to enforce this obligation. Amounts and expenditures may vary from time to time due to variations in Advisory Council participation and costs, as determined by the Advisory Council, and as approved by Franchisor.

12.9 Branding and Advertising Allocation. Franchisor, in its sole discretion, reserves the right to reallocate the required percentages of Gross Sales contributions in connection with Rev'd Advertising Fund, local advertising, and Cooperative expenditures upon thirty (30) days' notice to Franchisee.

13. INSURANCE

13.1 Minimum Insurance. Franchisee shall procure, prior to the commencement of any operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Franchisor, Franchisor's affiliates, and their respective officers, directors, partners, agents, and employees against any demand or claim with respect to personal injury, death or property damage, business interruption, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Studio, including, but not limited to, comprehensive general liability insurance, property and casualty insurance, cybersecurity insurance, business interruption insurance, statutory workers' compensation insurance, employer's liability insurance, product liability insurance, and automobile insurance coverage for all vehicles used in connection with the operation of Franchisee's Studio. Such policy or policies shall be written by a responsible carrier or carriers acceptable to Franchisor, shall name Franchisor and its affiliates as additional

named insureds as specified by Franchisor, and shall provide at least the types and minimum amounts of coverage specified in the Manuals.

13.2 Non-Waiver. Franchisee's obligation to obtain and maintain the policy or policies in the amounts specified in the Manuals shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 20.3 of this Agreement.

13.3 Franchisor Entitled to Recover. All public liability and property damage policies shall contain a provision that Franchisor and its affiliates, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its affiliates or their respective servants, agents, or employees by reason of the negligence of Franchisee or its servants, agents, or employees.

13.4 Certificates of Insurance. Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, Franchisee shall deliver to Franchisor Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given Franchisor in the event of material alteration to, or cancellation of the coverages evidenced by such Certificates.

13.5 Franchisor's Right to Procure Insurance. Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time-to-time by Franchisor in the Manuals or otherwise in writing, Franchisor shall have the right and authority (but not the obligation) to procure and maintain such insurance in Franchisee's name and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

14. TRANSFER OF INTEREST

14.1 Franchisor's Right to Transfer. Franchisor shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of Franchisor shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. Franchisee shall execute such documents of attornment or otherwise as Franchisor shall request.

14.2 Franchisee's Conditional Right to Transfer. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on Franchisee's (or, if Franchisee is a corporation, partnership, or limited liability company, its principals') business skill, financial capacity, and personal character. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, limited liability company, corporation, or other legal entity which directly or indirectly owns any interest in Franchisee or in the Franchised Business shall sell, assign, transfer, convey, pledge, encumber, merge, or give away (collectively, "transfer") this Agreement, any direct or indirect interest in Franchisee, or in all or substantially all of the assets of the Franchised Business without

the prior written consent of Franchisor. Any purported assignment or transfer not having the written consent of Franchisor required by this Section 14.2 shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may immediately terminate without opportunity to cure pursuant to Section 15.2.6 of this Agreement.

14.3 Conditions of Transfer. Franchisee shall notify Franchisor in writing of any proposed transfer of this Agreement, any direct or indirect interest in Franchisee, or in all or substantially all of the assets of the Franchised Business at least ninety (90) days before such transfer is proposed to take place. Franchisor shall not unreasonably withhold its consent to any transfer. Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval:

14.3.1 That all of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied;

14.3.2 That Franchisee is not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its affiliates;

14.3.3 That the transferor shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents, shareholders, and employees;

14.3.4 That the transferor and transferee have executed a mutual general release, relieving all claims against each other, excluding only such claims relating to any provision or covenant of this Agreement which imposes obligations beyond the expiration of this Agreement;

14.3.5 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) either (a) enter into a written assignment, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement, or (b) execute Franchisor's then-current form of franchise agreement (for a full 10-year initial term, with the number of renewal terms remaining under the transferor's franchise agreement) and other ancillary agreements as Franchisor may require for the franchised business, which agreements shall supersede this Agreement in all respects, and the terms of which may differ materially from the terms of this Agreement, including a higher Royalty Fee and advertising contribution, except that the transferee will not be required to pay an initial franchise fee;

14.3.6 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) demonstrate to Franchisor's satisfaction that it meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Franchised Business, and has adequate financial resources and capital to operate the Franchised Business;

14.3.7 That Franchisee remain liable for all of the obligations to Franchisor in connection with the Franchised Business that arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by Franchisor to evidence such liability;

14.3.8 That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to Franchisor), or the transferee's lead fitness trainer (if transferee or transferee's principal owner will not manage the Studio), at the transferee's expense, complete any training programs then in effect upon such terms and conditions as Franchisor may reasonably require and pay Franchisor the then-current training fee;

14.3.9 That the transferee satisfactorily completes such training as Franchisor reasonably requires;

14.3.10 That Franchisee pay to Franchisor a transfer fee as follows: (i) if the transfer is of less than fifty percent (50%) of the ownership interests in Franchisee (if Franchisee is a corporation, partnership, or limited liability company), then Franchisee must pay to Franchisor a transfer fee equal to twenty-five percent (25%) of Franchisor's then-current initial franchise fee; or (ii) if the transfer is of fifty percent (50%) or more of the ownership interests in Franchisee (if Franchisee is a corporation, limited liability company, or a partnership), is of all or substantially all of the assets of the Franchised Business, or is an assignment of this Agreement, then Franchisee must pay to Franchisor a transfer fee equal to fifty percent (50%) of Franchisor's then-current initial franchise fee. Franchisor's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee; and

14.3.11 That the transferor shall have first offered to sell such interest to Franchisor pursuant to Section 14.6 hereof.

14.4 Familial Transfer. Notwithstanding Sections 14.3.5 and 14.3.10 hereof, in the event of a transfer of less than fifty percent (50%) of the ownership interests in Franchisee (if Franchisee is a corporation, partnership, or limited liability company) by a direct or indirect owner of Franchisee to a spouse or adult child of such owner or to a trust, estate, or beneficiary of such deceased owner, there will be no requirement for the transferee to execute the Franchisor's then-current form of franchise agreement or other ancillary agreements, and there shall be no transfer fee for such transfer. The transferor shall be obligated in such instances to reimburse Franchisor for Franchisor's reasonable out-of-pocket costs and expenses, including but not limited to reasonable attorneys' fees, incurred with respect to such transfer. The transferee shall be obligated and bound by all of the provisions of the transferred franchise agreement, including but not limited to the confidentiality and non-competition covenants therein, and Franchisor reserves the right to require such parties as it may reasonably require to sign a new Guarantee, Indemnification, and Acknowledgement, in the form attached hereto as Exhibit E.

14.5 No Security Interest. Franchisee shall not grant a security interest in the Studio or in any of the assets of the Studio unless the secured party agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any default of Franchisee, and, in the event Franchisor exercises such option, any acceleration of indebtedness due to Franchisee's default shall be void.

14.6 Franchisor's Right of First Refusal. If any party holding any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business desires to accept any bona fide offer from a third party to purchase such interest, Franchisee shall notify Franchisor as provided in Section 14.3 hereof and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within sixty (60) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing on such purchase shall occur within ninety (90) days from the date of notice to the seller of the election to purchase by Franchisor. If Franchisor elects not to purchase the seller's interest, Franchisee has sixty (60) days or as stipulated by law to complete the sale. Any material change in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer. Failure of Franchisor to exercise the option afforded by this Section 14.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 14, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by Franchisor at Franchisor's expense, and the appraiser's determination shall be binding. Franchisor reserved the right to assign to a third party, its right of first refusal provided in this Section 14.6.

14.7 Death or Mental Incapacity. Upon the death, physical or mental incapacity of any person with an interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Franchisor within six (6) months after such death, physical incapacity, or mental incapacity. For purposes of this Section 14.7, "physical or mental incapacity" exists if Franchisor determines that the usual participation of such person in the Franchised Business is for any reason curtailed for a cumulative period of ninety (90) days in any twelve (12) month period during the term of this Agreement, including any renewal terms. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 14, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Franchisor within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement, pursuant to Section 15.2.7 hereof.

14.8 Non-Waiver. Franchisor's consent to a transfer of any interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

14.9 Offerings by Franchisee. Securities or partnership interests in Franchisee may be offered to the public, by private offering or otherwise, only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. All materials required for such offering by applicable law shall be submitted to Franchisor for review prior to their being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for review prior to their use. No offering of such securities shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating in the underwriting, issuance, or offering of securities by Franchisee; and Franchisor's review of any offering shall be limited solely to the subject of the relationship between Franchisee and Franchisor. Franchisee and the other participants in the offering shall fully indemnify Franchisor in connection with the offering. For each proposed offering, Franchisee shall pay to Franchisor a non-refundable fee of Ten Thousand U.S. Dollars (\$10,000) or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Franchisee shall give Franchisor written notice at least sixty (60) days prior to the date of commencement of any offering or other transaction covered by this Section 14.9.

14.10 Transfer to a Wholly Owned Legal Entity. Notwithstanding Sections 14.3.5 and 14.3.10 hereof, if Franchisee is an individual and is in full compliance with this Agreement, Franchisee may, with thirty (30) days' prior notice to Franchisor, transfer this Agreement and the Franchised Business to a corporation or limited liability company, provided that (i) Franchisee maintains management control over such transferee entity and owns and controls one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests in such entity; (ii) all of the assets of the Franchised Business are owned, and the business of the Studio is conducted, only by that single transferee entity; and (iii) the transferee entity conducts no business other than the Franchised Business (and, if applicable, other Rev'd franchised businesses). The transferee entity must expressly assume all of Franchisee's obligations under this Agreement, and Franchisee must agree to remain personally liable under this Agreement as if the transfer to the corporation or limited liability company had not occurred. Franchisee will not be required to pay a transfer fee in connection with a transfer under this Section 14.10 but shall reimburse Franchisor for Franchisor's reasonable out-of-pocket costs and expenses, including but not limited to reasonable attorneys' fees, incurred with respect to such transfer.

15. DEFAULT AND TERMINATION

15.1 Automatic Termination. Franchisee shall be deemed to be in default under this Agreement, and all rights granted to Franchisee herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee; if Franchisee is adjudicated bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); if Franchisee is dissolved; if execution is levied against Franchisee's business or property; if suit to

foreclose any lien or mortgage against the Premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

15.2 Notice Without Opportunity to Cure. Upon the occurrence of any of the following events of default, Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon the provision of notice to Franchisee (in the manner provided under Section 23 hereof):

15.2.1 If Franchisee fails to (a) locate an approved site, (b) sign a lease or otherwise acquire a site, or (c) open the Studio within the applicable time limits provided in the Site Selection Addendum and Section 5.3 hereof;

15.2.2 If (a) Franchisee (or, if Franchisee is a legal entity, one of Franchisee's owners) fails to complete the Initial Training Program to Franchisor's satisfaction, or (b) Franchisee's designated lead fitness trainer fails to complete, to Franchisor's satisfaction, those components of the Initial Training Program relevant to the role of lead fitness trainer, as Franchisor determines in its sole discretion, or (c) Franchisee (or, if Franchisee is a legal entity, its owner(s)), Franchisee's lead fitness trainer, and/or such other of Franchisee's operations/front desk personnel as are specified by Franchisor in its reasonable discretion, fails to complete to Franchisor's satisfaction any additional training required under Section 6.3 hereof;

15.2.3 If Franchisee at any time ceases to operate or otherwise abandons the Franchised Business, or loses the right to possession of the Premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Business is located. However, if, through no fault of Franchisee, the Premises are damaged or destroyed by an event such that repairs or reconstruction cannot be completed within sixty (60) days thereafter, then Franchisee shall have thirty (30) days after such event in which to apply for Franchisor's approval to relocate and/or reconstruct the Premises;

15.2.4 If Franchisee is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or Franchisor's interest therein;

15.2.5 If a threat or danger to public health or safety results from the operation of the Franchised Business;

15.2.6 If a local health department or related regulatory authority determines that the Franchised Business must be closed due to health code violations;

15.2.7 If any purported assignment or transfer of any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business is made to any third party without Franchisor's prior written consent, contrary to the terms of Section 14 hereof;

15.2.8 If an approved transfer is not effected within the time provided following death, physical incapacity, or mental incapacity, as required by Section 14.6 hereof;

15.2.9 If Franchisee fails to comply with the covenants in Section 17.2 hereof or fails to obtain execution of the covenants required under Section 10.2 hereof;

15.2.10 If, contrary to the terms of Sections 9 or 10 hereof, Franchisee, its lead trainer or staff disclose or divulge the contents of the Manuals or other Confidential Information provided to Franchisee by Franchisor;

15.2.11 If Franchisee knowingly maintains false books or records or submits any false report(s) to Franchisor;

15.2.12 If Franchisee misuses or makes any unauthorized use of the Proprietary Marks or any other identifying characteristics of the System, or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein;

15.2.13 If Franchisee refuses to permit Franchisor to inspect the Premises, or the books, records, or accounts of Franchisee upon demand;

15.2.14 If Franchisee, upon receiving a notice of default under Section 15.3 hereof, fails to initiate immediately a remedy to cure such default;

15.2.15 If Franchisee violates the payment or credit terms of a vendor or supplier which results in such vendor or supplier refusing to deliver or supply any goods or services to the Franchised Business;

15.2.16 If Franchisee, after curing any default pursuant to Section 15.3 hereof, commits the same default again, whether or not cured after notice;

15.2.17 If Franchisee understates its Gross Sales in any report or statement (i) by more than five percent (5%) or (ii) by more than two percent (2%) three (3) times in any 36-month period; or

15.2.18 If Franchisee does not have sufficient inventory on hand more than twice in any thirty-six (36) month period due to its failure to order and pay for products on a timely fashion.

15.3 Notice With Opportunity to Cure. Except as otherwise provided in Sections 15.1 and 15.2 of this Agreement, upon any other default by Franchisee, Franchisor may terminate this Agreement by giving written notice of termination (in the manner set forth under Section 23 hereof) stating the nature of the default to Franchisee at least fifteen (15) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof thereof to Franchisor within the fifteen (15) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee, effective immediately upon the expiration of the fifteen (15) day period or such longer period as applicable law may require. Defaults which are susceptible of cure hereunder include the following illustrative events:

15.3.1 If Franchisee fails to substantially comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Manuals, or failure to carry out the terms of this Agreement in good faith;

15.3.2 If Franchisee fails, refuses, or neglects promptly to pay any monies owing to Franchisor or its affiliates when due, or fails to submit the financial or other information required by Franchisor under this Agreement;

15.3.3 If Franchisee fails to maintain or observe any of the standards or procedures prescribed by Franchisor in this Agreement, the Manuals or otherwise in writing;

15.3.4 Except as provided in Section 15.2.7 hereof, if Franchisee fails, refuses or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;

15.3.5 If Franchisee acts, or fails to act, in any manner which is inconsistent with or contrary to its lease or sublease for the Premises, or in any way jeopardizes its right to renewal of such lease or sublease;

15.3.6 If Franchisee engages in any business or markets any service or product under a name or mark which, in Franchisor's opinion, is confusingly similar to the Proprietary Marks;

15.3.7 If Franchisee buys or accepts any disapproved products, or products from any disapproved suppliers;

15.3.8 If Franchisee fails to comply with all applicable laws, rules and regulations related to the operation of the Studio (including, without limitation, the applicable provisions of the ADA regarding the construction, design, and operation of the Studio);

15.3.9 If Franchisee or a guarantor of this Agreement defaults under any other agreement with Franchisor or its affiliates, or with a major supplier to the System; or

15.3.10 If Franchisee fails to maintain acceptable customer satisfaction scores as prescribed by Franchisor from time to time in the Manuals or otherwise in writing, based on customer surveys conducted by Franchisor or its designee.

15.4 Other Remedies After Franchisee's Default. If (a) Franchisee commits a default that cannot be cured as specified in Section 15.2, Franchisee fails to cure a default within the cure period specified in Section 15.3, or there is a cross-default as specified in Section 15.7 ; and (b) Franchisor does not exercise its right to terminate this Agreement, Franchisor may, at its sole election and upon delivery of written notice to Franchisee, take any or all of the following actions:

15.4.1 temporarily or permanently limit, curtail, or remove any services or benefits provided or required to be provided to Franchisee hereunder (including, without limitation, restricting Franchisee's or any of Franchisee's staff's attendance at any training, meetings, workshops, or conventions); refuse to sell or furnish to Franchisee any advertising or promotional materials; refuse to provide Franchisee ongoing advice about the operation of the Studio; refuse any of Franchisee's requests to approve a new supplier or use any advertising or

promotional materials; terminate Franchisee's right to use the Required Software; and/or suspend Franchisee's access to and participation in the Rev'd Website, class scheduling systems, or virtual platforms;

15.4.2 suspend or terminate any temporary or permanent fee reductions to which Franchisor might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

15.4.3 temporarily or permanently reduce the size of the Territory, in which event the restrictions on us under Sections 1.3 and 1.4 hereof will not apply in the geographic area that was removed from the Territory;

15.4.4 temporarily suspend or permanently terminate Franchisee's protected territorial rights and the restrictions on us under Sections 1.3 and 1.4 hereof;

15.4.5 undertake or perform on Franchisee's behalf any obligation or duty that Franchisee is required to, but fails to, perform under this Agreement (and Franchisee must reimburse Franchisor upon demand for all costs and expenses that Franchisor reasonably incurs in performing any such obligation or duty); and/or

15.4.6 step in and operate the Studio for such period of time as Franchisor deems necessary, in its reasonable business judgment, under the circumstances. In the event Franchisor exercises such right, Franchisee must (a) indemnify and hold Franchisor harmless under the terms of Section 20.3 hereof for Franchisor's operation of the Studio; (b) pay Franchisor upon demand a management fee equal to three percent (3%) of the Gross Sales of the Studio during the period Franchisor operates the Studio; and (c) reimburse Franchisor upon demand for any and all out-of-pocket expenses Franchisor incurs in operating the Studio during such period. Franchisee consents to Franchisor's use of monies from the Studio's Gross Sales for such reimbursement.

15.5 Exercise of Other Remedies. Franchisee shall hold Franchisor harmless with respect to any action Franchisor takes pursuant to Section 15.4, and Franchisee agrees that Franchisor shall not be liable for any loss, expense, or damage Franchisee incurs because of any action Franchisor takes pursuant to Section 15.4. Nothing in Section 15.4 constitutes a waiver of any of Franchisor's rights or remedies under this Agreement or any other agreement between Franchisor and Franchisee. Franchisee agrees that Franchisor's exercise of its rights pursuant to Section 15.4 will not (a) be a defense for Franchisee to Franchisor's enforcement of any other provision of this Agreement or waive or release Franchisee from any of Franchisee's other obligations under this Agreement; (b) be a defense at law or equity based on impossibility of Franchisee's performance or any claim against Franchisor or any suppliers; (c) constitute an actual or constructive termination of this Agreement or a breach of this Agreement; or (d) be Franchisor's sole or exclusive remedy for Franchisee's default. Franchisor may, in its discretion, reinstate any services, rights, obligations, or benefits removed, curtailed, or limited pursuant to Section 15.4, and Franchisee agrees to accept immediately any such reinstatement of services, rights, obligations, or benefits so removed, curtailed, or limited. If Franchisor takes any action under Section 15.4, Franchisee shall continue to pay timely all fees and payments required under this Agreement and any other agreement between Franchisor and Franchisee, including any fees associated with services or benefits limited by Franchisor. Franchisee shall have no right to a

refund of any fees paid in advance for such services or benefits. If Franchisor exercises any of its rights under Section 15.4, Franchisor may thereafter terminate this Agreement without providing Franchisee any additional corrective or cure period, unless the default giving rise to Franchisor's right to terminate this Agreement has been cured to Franchisor's reasonable satisfaction.

15.6 Liquidated Damages. If Franchisor terminates this Agreement as a result of Franchisee's default (or if Franchisee abandons the franchise), then within ten (10) days thereafter Franchisee shall pay to Franchisor a lump sum (as liquidated damages and not as a penalty) an amount equal to the present value of the Royalty Fees and Rev'd Advertising Fund contributions due for three (3) years based on the most recent twelve (12) months of operation. Franchisee acknowledges that a precise calculation of the full extent of Franchisor's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section 15.6 is reasonable. Franchisee's payment to Franchisor under this Section will be in lieu of any direct monetary damages that Franchisor may incur as a result of Franchisor's loss of Royalty Fees and Rev'd Advertising Fund contributions that would have been owed to Franchisor after the date of termination. Franchisee's payment of this lump sum shall be in addition to any other right or remedy that Franchisor may have under this Agreement or otherwise.

15.7 Cross-Default. Any default by Franchisee under any other agreement (other than a development agreement) between Franchisor or its affiliates as one party, and Franchisee or any of its owners or affiliates as the other party, that is so material as to permit Franchisor or its affiliates to terminate such other agreement, shall be deemed to be a default of this Agreement, and Franchisor shall have the right, at our option, to terminate this Agreement without affording Franchisee an opportunity to cure, effective immediately upon notice to Franchisee.

16. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement for any reason, all rights granted hereunder to Franchisee shall forthwith terminate, and:

16.1 Cease Operations. Franchisee shall immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a franchisee of Franchisor.

16.2 Cease Use of Confidential Information and Proprietary Marks. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any and all Confidential Information; the Proprietary Marks; the trade name "Rev'd"; and any distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, products, and any other articles that display the Proprietary Marks.

16.3 Cancellation of Registrations. Franchisee shall take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by Franchisee which contains the mark "REV'D", or any other Proprietary Marks, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within fifteen (15) days after termination or expiration of this Agreement.

16.4 Assignment of Lease. Franchisee shall, at Franchisor's option, assign to Franchisor any interest which Franchisee has in any lease or sublease for the Premises. In the event Franchisor does not elect to exercise its option to acquire the lease or sublease for the Premises, Franchisee shall make such modifications or alterations to the Premises (including, without limitation, the changing of, and the assigning to Franchisor of, the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of the Premises from that of a studio under the System, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Section 16.4, Franchisor shall have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

16.5 Subsequent Use of Proprietary Marks Prohibited. Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in Franchisor's sole discretion, is likely to cause confusion, mistake or deception, or which, in Franchisor's sole discretion, is likely to dilute Franchisor's rights in and to the Proprietary Marks. Franchisee further agrees not to utilize any designation of origin, description, or representation (including but not limited to reference to the Franchisor, the System or the Proprietary Marks) which, in Franchisor's sole discretion, suggests or represents a present or former association or connection with Franchisor, the System or the Proprietary Marks.

16.6 Payment. Franchisee shall promptly pay all sums owing to Franchisor and its affiliates. In the event of termination for any default of Franchisee, such sums shall include all damages, costs, and expenses, including without limitation reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid-in-full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the Premises operated hereunder at the time of default.

16.7 Return Manuals. Franchisee shall immediately deliver to Franchisor the Manuals, paper and electronic spreadsheets, and checklists and all other records, correspondence, and instructions containing Confidential Information (and any copies thereof, even if such copies were made in violation of this Agreement), all of which are acknowledged to be the property of Franchisor, and shall retain no copy or record of any of the foregoing, with the exception of Franchisee's copy of this Agreement, any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.

16.8 Websites. Franchisee may not establish or maintain any Website or any accounts or pages on any Networking Media Site using any similar or confusing domain name and/or home page address.

16.9 Franchisor's Option to Purchase Equipment. Franchisor shall have the option, to be exercised within thirty (30) days after termination or expiration, to purchase from Franchisee: (a) any or all of the tangible equipment, signs, and fixtures related to the operation of the Studio at

the lesser of (i) fair market value or (ii) fifty percent (50%) of Franchisee's original investment, exclusive of supplies, inventory, and costs for professional services (such as architectural costs and legal costs); and/or (b) any or all supplies and inventory of the Franchised Business at the lesser of (i) Franchisee's cost or (ii) fair market value. If the parties cannot agree on the price of any such items within a reasonable time, an independent appraisal shall be conducted at Franchisor's expense, and the appraiser's determination shall be binding. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee, and the cost of the appraisal, if any, against any payment therefor.

16.10 Comply With Covenants. Franchisee shall comply with the covenants contained in Section 17.3 of this Agreement.

17. COVENANTS

17.1 Best Efforts. Franchisee covenants that, during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee (or, if Franchisee is a legal entity, one of Franchisee's owners) or one of Franchisee's employees who has satisfactorily completed the operations and management components of the Initial Training Program, as required under Section 6 hereof, shall devote full time and best efforts to the management and operation of the Studio.

17.2 In-Term Covenants. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable, specialized training and confidential information, including without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity:

17.2.1 Divert or attempt to divert any present or prospective business or customer of any Rev'd fitness studio to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or

17.2.2 Own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any retail business which: (a) is the same as, or substantially similar to, a Rev'd fitness studio; or (b) offers to sell or sells any products, merchandise, or services offered by a Rev'd fitness studio where the sale of such products, merchandise, or services constitutes five percent (5%) or more of the gross sales of such retail business.

17.3 Post-Term Covenants. Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, for a continuous uninterrupted period of two (2) years commencing upon the date of: (a) a transfer permitted under Section 14 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or

with respect to enforcement of this Section 17.3; or (e) any or all of the foregoing; either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that: (i)(a) is the same as, or substantially similar to, a Rev'd fitness studio, or (b) offers to sell or sells any products, merchandise, or services offered by a Rev'd fitness studio where the sale of such products, merchandise, or services constitutes five percent (5%) or more of the gross sales of such retail business; and (ii) is, or is intended to be, located at or within:

17.3.1 the county or municipality in which the Approved Location is located;

17.3.2 twenty-five (25) miles of the Approved Location; or

17.3.3 twenty-five (25) miles of any business operating under the Proprietary Marks; provided, however, that Sections 17.2.3 and this Section 17.3 shall not apply to the operation by Franchisee of any business under the System which may be franchised by Franchisor to Franchisee under a written franchise agreement.

17.4 No Application to Equity Securities. Sections 17.2.2 and 17.3 shall not apply to ownership by Franchisee of a less than five percent (5%) beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

17.5 Reduction of Scope of Covenants. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 17.2 and 17.3, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 23 hereof.

17.6 Enforcement. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 17. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Section 17.

18. CORPORATE, PARTNERSHIP, OR LIMITED LIABILITY COMPANY FRANCHISEE

18.1 Franchisee Corporation. If Franchisee is a corporation, Franchisee shall comply with the following requirements:

18.1.1 Franchisee shall be newly organized, and its charter shall at all times provide that its activities are confined exclusively to operating the Franchised Business;

18.1.2 Copies of Franchisee's Articles of Incorporation, Bylaws, and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement, shall be promptly furnished to Franchisor;

18.1.3 Franchisee shall maintain stop-transfer instructions against the transfer on its records of any equity securities; and each stock certificate of Franchisee shall have conspicuously endorsed upon its face a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section 18.1.3 shall not apply to a publicly-held corporation; and

18.1.4 Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities of Franchisee and shall furnish the list to Franchisor upon request.

18.2 Franchisee Partnership. If Franchisee or any successor to or assignee of Franchisee is a partnership, it shall comply with the following requirements:

18.2.1 Franchisee shall furnish Franchisor with a copy of its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto;

18.2.2 The partnership agreement shall at all times note conspicuously that partnership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement; and

18.2.3 Franchisee shall prepare and furnish to Franchisor, upon request, a list of all general and limited partners in Franchisee.

18.3 Franchisee Limited Liability Company. If Franchisee or any successor to or assignee of Franchisee is a limited liability company, it shall comply with the following requirements:

18.3.1 Franchisee must be newly organized, and the articles of incorporation must at all times provide that the Franchisee's activities are confined exclusively to operating the Franchised Business;

18.3.2 Franchisee shall furnish Franchisor with a copy of its articles of organization and operating agreement as well as such other governing documents as Franchisor may reasonably request, and any amendments thereto;

18.3.3 The articles of organization or operating agreement shall at all times note conspicuously that membership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement; and

18.3.4 Franchisee shall prepare and furnish to Franchisor, upon request, a list of all members in Franchisee or parties that hold any ownership interest in the Franchisee.

18.4 Guaranty and Indemnification. If Franchisee is a corporation, partnership, or limited liability company, or if any successor to or assignee of Franchisee is a partnership or limited liability company, then all of the principals thereto shall execute a Guarantee, Indemnification, and Acknowledgment in the form attached hereto as Exhibit E.

19. TAXES, PERMITS, AND INDEBTEDNESS

19.1 Payment of Taxes. Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, employer's portion of employment-related taxes (FICA, Medicare, and unemployment taxes) and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business. Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on Franchisor with respect to any payments to Franchisor required under this Agreement.

19.2 Contesting Taxes. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall Franchisee permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Premises, or any improvements thereon.

19.3 Permits and Licenses. Franchisee shall comply with all federal, state, and local laws, rules, and regulations, including without limitation, the applicable provisions of the ADA regarding the construction, design, and operation of the Franchised Business, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, occupancy licenses, sales tax permits, construction permits, health permits, building permits, handicap permits, and fire clearances.

19.4 Notification of Adverse Action. Franchisee shall immediately notify Franchisor in writing of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

20.1 Independent Contractor. Franchisor and Franchisee agree that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, joint employer, partner, employee, or servant of the other for any purpose whatsoever. During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise agreement from Franchisor. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place at the Premises of the Franchised Business and in all e-mails sent by Franchisee, the content of which Franchisor reserves the right to specify. Further, such notification should appear on, but not be limited to, well positioned signage at the Premises and the Franchised Business's vehicles, forms, invoices, business cards, and letterhead. Finally, Franchisee shall not include the Proprietary Marks on any personnel forms or methods of payment to its employees. Franchisee acknowledges and agrees that Franchisor's usual business is the offering and selling of rights to operate Rev'd fitness studios using the Proprietary Marks and System, developing enhancements to the System, and providing assistance to franchisees, and, accordingly, Franchisor's usual business is different

from Franchisee's usual business of operating a Rev'd fitness studio. Notwithstanding any other provision of this Agreement, Franchisor and Franchisee acknowledge and agree that Franchisee has the sole authority, and that it is the Franchisee's obligation under this Agreement, to make all personnel and employment decisions relating to the Franchised Business, including, without limitation, decisions related to hiring, training, firing, discharging and disciplining employees, and to supervising Franchisee's employees, settling their wages, hours of employment, record-keeping and any benefits, and that Franchisor shall have no direct or indirect authority or control over any employment-related matters for Franchisee's employees. Franchisee shall require each of its employees to acknowledge in writing that Franchisee (and not Franchisor) is the employer of such employee.

20.2 No Authority to Contract. Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee in its operation of the business franchised hereunder or for any claim or judgment arising therefrom against Franchisee or Franchisor.

20.3 Indemnification. Franchisee shall indemnify and hold harmless Franchisor and its affiliates, and their respective officers, directors, and employees against any and all claims, losses, costs, expenses, liabilities, and damages arising directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Studio, the business conducted under this Agreement, or Franchisee's breach of this Agreement, including, but not limited to, those alleged to be caused by Franchisor's negligence, unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by Franchisor's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction, as well as the costs, including reasonable attorneys' fees, of defending against them. In the event Franchisor incurs any costs or expenses, including, without limitation, legal fees, travel expenses, and other charges, in connection with any proceeding involving Franchisee in which Franchisor is not a party, Franchisee shall reimburse Franchisor for all such costs and expenses promptly upon presentation of invoices. Franchisee acknowledges and agrees that Franchisee's indemnification and hold harmless obligations under this Section shall survive the termination or expiration of this Agreement. Nothing herein shall preclude Franchisor from choosing its own legal counsel to represent it in any lawsuit, arbitration, or other dispute resolution.

21. APPROVALS AND WAIVERS

21.1 Approval and Consent. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent must be obtained in writing.

21.2 No Warranties or Guarantees. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

21.3 No Waiver. No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms hereof. Waiver by Franchisor of any particular default of Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, force, or omission of Franchisor to exercise any power or right arising out of any breach of default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

21.4 Force Majeure. Neither Franchisor, Franchisor's affiliates, nor Franchisee shall be responsible or liable for any delays in the performance of any duties under this Agreement which are not the fault or within the reasonable control of that party including, but not limited to, fire, flood, natural disasters, acts of God, terrorist strikes, governmental acts or orders, civil disorders, or strikes and any other labor-related disruption, and in any event said time period for the performance of an obligation hereunder shall be extended for the amount of time of the delay or impossibility; provided, however, this clause shall not apply to and not result in an extension of: (1) the time for payments to be made by Franchisee as required by Section 4.5 hereof; or (2) the Initial Term of this Agreement.

22. GRANT OF SECURITY INTEREST

As security for the payment of all amounts from time to time owing by Franchisee to Franchisor under this Agreement and all other agreements between the parties, and performance of all obligations to be performed by Franchisee, Franchisee hereby grants to Franchisor a security interest in all of the assets of Franchisee, including, without limitation, all equipment, furniture, fixtures, and building and road signs, as well as all proceeds of the foregoing (the "Collateral"). Franchisee warrants and represents that the security interest granted hereby is prior to all other security interests in the Collateral, except bona fide purchase money security interests or security interests held by financial institutions, if any. Franchisee agrees not to remove the Collateral, or any portion thereof, from the Premises without the prior written consent of Franchisor. Upon the occurrence of any event entitling Franchisor to terminate this Agreement or any other agreement between the parties, Franchisor shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State in which the Franchised Business is located, including, without limitation, the right to take possession of the Collateral. Franchisor may file financing statements or such other documents as Franchisor reasonably deems necessary to perfect Franchisor's interest in the Collateral. Any notices delivered or mailed in accordance with Section 23 hereof at least fifteen (15) days prior to disposition of the Collateral, or any portion thereof, and, in reference to a private sale, need state only that Franchisee intends to negotiate such a sale.

23. **NOTICES**

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which affords the sender evidence of delivery or rejected delivery, including, without limitation, private delivery or courier service, but which shall not include electronic communication such as e-mail, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: REV'D Franchising LLC
81 Legacy Blvd., Suite 2
Dedham, Massachusetts 02026
Attn: Ms. Meaghan St Marc

Notices to Franchisee: _____

Attn: _____

Any notice by a means which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given and received at the date and time of receipt or rejected delivery.

24. **ENTIRE AGREEMENT**

This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any prior agreements, no other representations having induced Franchisee to execute this Agreement. However, nothing in this Agreement or related agreements is intended to disclaim any representation that Franchisor may have made in the latest franchise disclosure document that Franchisor delivered to Franchisee prior to signing the Agreement. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

25. **SEVERABILITY AND CONSTRUCTION**

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

25.2 **Survival.** Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination, or assignment of this Agreement (regardless of cause for termination), shall survive such expiration, termination, or assignment, including but not limited to Sections 10, 17, 20.3, and 25.

25.3 No Rights or Remedies Conferred. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors, shareholders, agents, and employees, and such of Franchisor's successors and assigns as may be contemplated by Section 14 hereof, any rights or remedies under or by reason of this Agreement.

25.4 Promises and Covenants. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

26. APPLICABLE LAW AND DISPUTE RESOLUTION

26.1 Applicable Law. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement is governed by the laws of the Commonwealth of Massachusetts. In the event of any conflict of law, the laws of Massachusetts shall prevail, without regard to the application of Massachusetts conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Massachusetts and if Franchisee is located outside of Massachusetts and such provision would be enforceable under the laws of the state in which Franchisee is located, then such provision shall be interpreted and construed under the laws of that state. This choice of laws will not affect the scope of any state statute that by its terms is inapplicable to this Agreement, and nothing in this Agreement will extend the scope of application of any statute.

26.2 Jurisdiction and Venue. Any action, whether or not arising out of, or relating to, this Agreement, brought by Franchisee (or any principal thereof) against Franchisor shall be brought in the judicial district in which Franchisor has, at the time of commencement of such action, its principal place of business. Franchisor shall have the right to commence an action against Franchisee in any court of competent jurisdiction. Franchisee hereby waives all objections to personal jurisdiction or venue for purposes of this Section 26.2 and agrees that nothing in this Section 26.2 shall be deemed to prevent Franchisor from removing an action from state court to federal court.

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

26.4 WAIVER OF RIGHTS AND PUNITIVE DAMAGES. FRANCHISOR AND FRANCHISEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS:

26.4.1 FRANCHISOR AND FRANCHISEE BOTH EXPRESSLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY OR AGAINST EITHER PARTY; AND

26.4.2 FRANCHISOR AND FRANCHISEE BOTH EXPRESSLY WAIVE ANY CLAIM FOR PUNITIVE, MULTIPLE, AND/OR EXEMPLARY DAMAGES, EXCEPT THAT FRANCHISOR SHALL BE FREE AT ANY TIME HEREUNDER TO BRING AN ACTION FOR WILLFUL TRADEMARK INFRINGEMENT AND, IF SUCCESSFUL, TO RECEIVE AN AWARD OF MULTIPLE DAMAGES AS PROVIDED BY LAW.

26.4.3 FRANCHISOR AND FRANCHISEE AGREE THAT ANY CLAIMS SHALL BE ARBITRATED, LITIGATED, OR OTHERWISE RESOLVED ON AN INDIVIDUAL BASIS, AND WAIVE ANY RIGHT TO ACT ON A CLASS-WIDE BASIS.

26.5 Limitation of Claims. Franchisee agrees that any and all claims and actions by Franchisee against Franchisor arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of the Franchised Business, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

26.6 Injunctive Relief. Nothing herein contained shall bar Franchisor's right to obtain injunctive relief from a court of competent jurisdiction against threatened conduct that will cause it loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.

26.7 Franchisor's Costs and Expenses. Franchisee shall pay to Franchisor all damages, costs, and expenses, including all court costs and reasonable attorney's fees, and all other expenses incurred by Franchisor in enforcing any obligation or in defending against any claim, demand, action, or proceeding related to this Agreement, including, but not limited to, the obtaining of injunctive relief.

27. ACKNOWLEDGMENTS

27.1 Independent Investigation. Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, the ability of its principals) as an independent businessperson. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

27.2 Acknowledgment of Receipt. Franchisee acknowledges that Franchisee has received a copy of the complete Franchise Agreement, the attachments hereto, and agreements

relating thereto, if any, at least seven (7) calendar days prior to the date on which this Agreement was executed. Franchisee further acknowledges that it has received Franchisor's Franchise Disclosure Document at least fourteen (14) calendar days prior to the date on which this Agreement was executed. **NO STATEMENT WAS MADE, WHETHER ORAL, WRITTEN, OR OTHERWISE, THAT CONTRADICTS THE FRANCHISE DISCLOSURE DOCUMENT.**

27.3 Acknowledgment of Understanding and Opportunity to Consult. Franchisee acknowledges that it has read and understood this Agreement, the attachments hereto, and agreements relating thereto, if any, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

27.4 Compliance With Anti-Terrorism Laws. Franchisee acknowledges that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Order"), Franchisor is prohibited from engaging in any transaction with any Specially Designated National or Blocked Person. "Specially Designated National" or "Blocked Person" shall mean (1) those persons designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time-to-time as a "specially designated national" or "blocked person" or similar status, (2) a person engaged in, or aiding any person engaged in, acts of terrorism, as defined in the Order, or (3) a person otherwise identified by government or legal authority as a person with whom Franchisor is prohibited from transacting business. Currently, the listing of such designations can be searched or downloaded from <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. Accordingly, Franchisee represents and warrants to Franchisor that as of the date of this Agreement, neither Franchisee nor any person holding any ownership interest in Franchisee, controlled by Franchisee, or under common control with Franchisee, is a Specially Designated National or Blocked Person, and that Franchisee (1) does not, and hereafter shall not, engage in any terrorist activity; (2) is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (3) is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

27.5 Consent to Maintenance of Electronic Records and to Electronic Signatures. Franchisee expressly consents and agrees that Franchisor may provide and maintain all disclosures, agreements, amendments, notices, and all other evidence of transactions between Franchisor and Franchisee in electronic form. Franchisee expressly agrees to execution of the Franchise Agreement and related agreements by electronic means and that such execution shall be legally binding and enforceable as an "electronic signature" and the legal equivalent of Franchisee's handwritten signature. Franchisee expressly agrees that electronic copies of the Franchise Agreement and related agreements between Franchisor and Franchisee are valid. Franchisee expressly agrees not to contest the validity of the originals or copies of the Franchise Agreement and related agreements, absent proof of altered data or tampering.

27.6 No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and Rev'd fitness studios that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in duplicate on the date first above written.

REV'D FRANCHISING LLC

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

**EXHIBIT A
TO
REV'D FRANCHISE AGREEMENT**

APPROVED LOCATION; TERRITORY; OWNERS

1. **Approved Location.** The Approved Location under this Agreement shall be: _____.

2. **Territory.** The Territory under this Agreement shall consist of the following geographic area:

3. **Owners.** The following is a complete list of all of Franchisee's shareholders, partners, or members ("**Owners**") and the percentage ownership interest of each such Owner:

<u>Name</u>	<u>Position</u>	<u>Interest (%)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REV'D FRANCHISING LLC

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B
TO
REV'D FRANCHISE AGREEMENT

SITE SELECTION ADDENDUM

REV'D Franchising LLC (hereinafter the "Franchisor") and _____
_____ (hereinafter "Franchisee"), have of this date, _____, 20____,
entered into a certain Rev'd Franchise Agreement (the "Franchise Agreement") and desire to
supplement its terms, as set forth below. The parties hereto therefore agree as follows:

1. Within one hundred twenty (120) days after Franchisee's execution of the Franchise Agreement, Franchisee must obtain Franchisor's approval of a proposed site for the Rev'd fitness studio (the "Studio") franchised under the Franchise Agreement and must sign a lease or otherwise acquire the site within one hundred eighty (180) days after the date of the Franchise Agreement. The premises shall be within the following territory ("Site Selection Territory"): _____
_____.

2. Failure by Franchisee to comply with either of the deadlines described in Paragraph 1 hereof shall constitute a default under the Franchise Agreement and this Site Selection Addendum. Time is of the essence.

3. It is Franchisee's responsibility to locate, evaluate, and select the site for its Studio. Franchisor will provide Franchisee with site criteria and may conduct on-site evaluations as Franchisor deems necessary and appropriate in its sole discretion. Prior to Franchisee's acquisition by lease or purchase of a site for the Studio, Franchisee shall submit to Franchisor, in the form specified by Franchisor, a completed site review form, such other information or materials as Franchisor may reasonably require, and a letter of intent or other evidence satisfactory to Franchisor which confirms Franchisee's favorable prospects for obtaining the proposed site. Recognizing that time is of the essence, Franchisee agrees that Franchisee must submit a proposed site, together with the information and materials required by this Paragraph 3, to Franchisor for its approval within ninety (90) days after execution of the Franchise Agreement. Franchisor shall have thirty (30) days after receipt of such information and materials from Franchisee to approve or disapprove, in Franchisor's sole discretion, the site as a location for the Studio. No proposed site shall be deemed approved unless it has been expressly approved in writing by Franchisor. Franchisor has the right, but not the obligation to provide Franchisee with reasonable extensions of the time frames set forth in this Paragraph 3 at its sole discretion.

4. Franchisor shall furnish to Franchisee the following:

- a. Such site selection guidelines and consultation as Franchisor deems advisable;
- b. Such on-site evaluation as Franchisor deems advisable as part of its evaluation of Franchisee's request for site approval; provided, however, that Franchisor shall not provide on-site evaluation for any proposed site prior to Franchisor's receipt of the information or materials

required by Paragraph 3 hereof. If on-site evaluation is deemed necessary and appropriate by Franchisor, Franchisor shall conduct such on-site evaluation at Franchisee's expense; and

c. Such assistance for lease negotiation as Franchisor deems advisable.

5. If Franchisee will occupy the premises of the Studio under a lease, Franchisee, shall, prior to the execution thereof, (1) execute and obtain the Lessor's execution of a Lease Addendum (and exhibits thereto) in the form attached as Exhibit F to the Franchise Agreement, and (2) submit the lease to Franchisor for its prior written approval. Franchisor's approval of the lease may be conditioned upon the inclusion of the following terms and conditions:

a. That the initial term of the lease, or the initial term together with renewal terms, shall be for not less than twenty (20) years;

b. That the lessor consents to Franchisee's use of such Proprietary Marks and initial signage as Franchisor may prescribe for the Studio;

c. That the use of the premises be restricted solely to the operation of the Studio;

d. That Franchisee be prohibited from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease without Franchisor's prior written consent;

e. That the lessor provide to Franchisor copies of any and all notices of default given to Franchisee under the lease;

f. That Franchisor have the right to enter the premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default under the Franchise Agreement or under the lease; and

g. That Franchisor has the option, upon default, expiration or termination of the Franchise Agreement, and upon notice to the lessor, to assume all of Franchisee's rights under the lease terms, including the right to assign or sublease.

6. Franchisee shall furnish Franchisor with a copy of any executed lease within five (5) days after execution thereof.

7. After a site for the Studio has been approved in writing by Franchisor and obtained by Franchisee pursuant to Paragraph 3 hereof, the site shall constitute the Approved Location referred to in Section 1.2 of the Franchise Agreement.

8. Franchisee hereby acknowledges and agrees that Franchisor's approval of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the site for the Studio or for any other purpose or the site's compliance with any federal, state and local laws, codes and regulations, including, without limitation, the applicable provisions of the Americans with Disabilities Act regarding the construction, design, and operation of the Studio. Franchisor's approval of the site indicates only that Franchisor believes the site complies with acceptable minimum criteria established by Franchisor solely for its purposes as of

the time of the evaluation. Both Franchisee and Franchisor acknowledge that application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to Franchisor's approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from Franchisor's criteria could change, thereby altering the potential of a site or lease. Such factors are unpredictable and are beyond Franchisor's control. Franchisor shall not be responsible for the failure of a site approved by Franchisee to meet Franchisee's expectations as to revenue or operational criteria. Franchisee further acknowledges and agrees that its acceptance of a franchise for the operation of the Studio at the site is based on its own independent investigation of the suitability of the site.

9. This Site Selection Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Site Selection Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Selection Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Site Selection Addendum in duplicate on the date first above written.

FRANCHISEE

Name: _____

Title: _____

Name: _____

Title: _____

REV'D FRANCHISING LLC

Name: _____

Title: _____

**EXHIBIT C
TO
REV'D FRANCHISE AGREEMENT**

ADA CERTIFICATION

REV'D Franchising LLC ("Franchisor") and _____
("Franchisee") are parties to a franchise agreement dated _____, 20__ (the
"Franchise Agreement") for the operation of a Rev'd fitness studio at _____
_____ (the "Franchised Business").

In accordance with Paragraph 5.5 of the Franchise Agreement, Franchisee certifies to Franchisor that, to the best of Franchisee's knowledge, the Franchised Business and its adjacent areas comply with all applicable federal, state, and local accessibility laws, statutes, codes, rules, regulations, and standards, including but not limited to the Americans with Disabilities Act. Franchisee acknowledges that Franchisor has relied on the information contained in this certification. Furthermore, Franchisee agrees to indemnify Franchisor and the officers, directors, and employees of Franchisor in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee's compliance with the Americans with Disabilities Act, as well as the costs, including attorneys' fees, related to the same.

IN WITNESS WHEREOF, the undersigned has executed this ADA Certification on the date first written above.

FRANCHISEE

Name: _____

Title: _____

Name: _____

Title: _____

**EXHIBIT D
TO
REV'D FRANCHISE AGREEMENT**

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

In consideration of my position as _____ of _____
_____ (the "Franchisee"), and One Dollar (\$1.00), receipt of which is acknowledged, I hereby acknowledge and agree that:

1. REV'D Franchising LLC (the "Franchisor"), as the result of the expenditure of time, skill, effort, and money, has developed, and continues to develop, a distinctive system relating to the establishment and operation of Rev'd fitness studios, which currently offer indoor cycling classes and bootcamp-style workouts (and, if approved, cross-training and other fitness offerings) accompanied by motivational coaching from expert trainers, under the trade name "Rev'd" (the "System"), which Franchisor may change from time to time;

2. As an employee of the Franchisee, I will receive valuable confidential information, disclosure of which would be detrimental to the Franchisor and the Franchisee, such as information relating to policies and procedures regarding fitness studio administration and management, techniques regarding the organization and supervision of exercise classes, architectural plans, suppliers, equipment, product costs, accounting methods, including both paper and electronic spreadsheets, or advertising of the Franchisor and the System related to the establishment and operation of Rev'd fitness studios that are beyond the present skills and experience possessed by me. This list of confidential matters is illustrative only and does not include all matters considered confidential by the Franchisor and the Franchisee.

3. I will hold in strict confidence all information designated by the Franchisor or the Franchisee as confidential. Unless the Franchisor otherwise agrees in writing, I will disclose and/or use the confidential information only in connection with my duties as an employee of the Franchisee. My undertaking not to disclose confidential information is a condition of my position with the Franchisee and continues even after I cease to be in that position.

4. While in my position with the Franchisee, I will not do anything which may injure the Franchisee or the Franchisor, such as (a) divert or attempt to divert any present or prospective business or customer of any Rev'd fitness studio to any competitor, by direct or indirect inducement or otherwise; or (b) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Franchisor's marks and the System.

5. While in my position with the Franchisee, I will not own, maintain, operate, engage in, be employed by, provide any assistance or advise to, or have any interest in (as owner or otherwise) any business that: (a) is the same as, or substantially similar to, a Rev'd fitness studio; or (b) offers to sell or sells any products, merchandise, or services offered by a Rev'd fitness studio where the sale of such products, merchandise, or services constitutes five percent (5%) or more of the gross sales of such retail business; provided, however, that this Paragraph 5 will not apply to my current position with the Franchisee.

6. For two (2) years after I cease to be in my position with the Franchisee, I will not own, maintain, operate, engage in, be employed by, provide any assistance or advice to, or have any interest in (as owner or otherwise) any business that: (i)(a) is the same as, or substantially similar to, a Rev'd fitness studio, or (b) offers to sell or sells any products, merchandise, or services offered by a Rev'd fitness studio where the sale of such products, merchandise, or services constitutes five percent (5%) or more of the gross sales of such retail business; and (ii) is, or is intended to be, located at or within: (a) the county or municipality in which the Franchisee's Rev'd Studio is located; (b) twenty-five (25) miles of the Franchisee's Rev'd Studio's location; or (c) twenty-five (25) miles of any business operating under the marks owned by Franchisor or its affiliates.

7. The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisor and/or the Franchisee may apply for the issuance of an injunction preventing me from violating this Agreement in addition to any other remedies it may have hereunder, at law or in equity; and I agree to pay the Franchisor and the Franchisee all the costs they/it incur/s, including without limitation attorneys' fees, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisor and the Franchisee, any claim I have against the Franchisor or Franchisee is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement. I EXPRESSLY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY OR AGAINST ME. If any part of this Agreement is held invalid by a court or agency having valid jurisdiction, the rest of the Agreement is still enforceable, and the part held invalid is enforceable to the extent found reasonable by the court or agency. I agree that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, and that such meaning has been explained to me.

8. The Franchisor may, in its sole discretion, reduce the scope of any covenant set forth in this Agreement, without my consent, effective immediately upon my receipt of written notice thereof; and I agree to comply with any covenant as so modified.

9. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement is governed by the laws of the State of Massachusetts. The only way this Agreement can be changed is in a writing signed by both the Franchisee and me.

[Signature page follows]

EMPLOYEE:

Signature:_____

Name:_____

Address:_____

Title:_____

Date:_____

ACKNOWLEDGED BY FRANCHISEE

By:_____

Name:_____

Title:_____

Date:_____

EXHIBIT E
TO
REV'D FRANCHISE AGREEMENT

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

As an inducement to REV'D Franchising LLC ("Franchisor") to execute the Franchise Agreement between Franchisor and _____ ("Franchisee") dated _____, 20____ (the "Agreement"), the undersigned, jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee's obligations under the Agreement will be punctually paid and performed.

Upon demand by Franchisor, the undersigned will immediately make each payment to Franchisor required of Franchisee under the Agreement. The undersigned hereby waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. The undersigned waive notice of amendment of the Agreement, and notice of demand for payment by Franchisee, and agree to be bound by any and all such amendments and changes to the Agreement.

The undersigned hereby agree to defend, indemnify, and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned hereby acknowledge and agree to be individually bound by all of the confidentiality provisions and non-competition covenants contained in Sections 10 and 17 of the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement and shall be interpreted and construed in accordance with Section 26 of the Agreement. This Guarantee and any claim, controversy or dispute arising out of or related

to this Guarantee is governed by the laws of the Commonwealth of Massachusetts. In the event of any conflict of law, the laws of Massachusetts shall prevail, without regard to, and without giving effect to, the application of the Commonwealth of Massachusetts conflict of law rules. This choice of laws will not affect the scope of any state statute that by its terms is inapplicable to this Guarantee and nothing in this Guarantee will extend the scope of application of any statute.

The undersigned agree that the dispute resolution and attorney fee provisions in Section 26 of the Agreement are hereby incorporated into this Agreement by reference, and references to “Franchisee” and the “Franchise Agreement” therein shall be deemed to apply to the “undersigned” and this “Guarantee,” respectively, herein.

Any and all notices required or permitted under this Guarantee shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which afford the sender evidence of delivery or rejected delivery, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: REV'D Franchising LLC
81 Legacy Blvd., Suite 2
Dedham, MA 02026
Attn: Ms. Meaghan St Marc

Notices to Guarantors: _____

Attn: _____

Any notice by a method which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given at the date and time of receipt or rejected delivery.

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

GUARANTORS:

Print Name

Signature

Print Name

Signature

**EXHIBIT F
TO
REV'D FRANCHISE AGREEMENT**

LEASE ADDENDUM

(See attached.)

LEASE ADDENDUM

THIS LEASE ADDENDUM (the "Addendum") is made as of the _____ day of _____, 20____, by and between _____ ("Landlord"), _____ ("Tenant"), and REV'D FRANCHISING LLC ("Assignee").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease, dated _____ (the "Lease") for the premises located at _____ (the "Premises"); and

WHEREAS, Tenant and Assignee are parties to that certain Rev'd Franchise Agreement, dated _____ (the "Franchise Agreement"), pursuant to which Assignee granted Tenant a license to operate a Rev'd fitness studio (the "Studio"); and

WHEREAS, Tenant will operate the Studio at the Premises; and

WHEREAS, Landlord, Tenant and Assignee, desire to provide Assignee the opportunity to preserve the Premises as a Studio, and to assure Landlord that, if Assignee exercises the option herein contained, any defaults of Tenant under the Lease will be cured by Assignee before it takes possession of the Premises; and

WHEREAS, Tenant and Landlord desire to amend the Lease for the mutual benefit of both parties, as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and representations contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

Any term not defined herein shall have the same meaning found in the Lease.

2. USE OF PREMISES

During the term of the Franchise Agreement, the Premises may only be used for the operation of the Studio. Tenant shall be permitted to use all equipment typical of other Rev'd fitness studios and shall be permitted to sell all authorized Rev'd fitness studio products as required by Assignee.

3. COLLATERAL ASSIGNMENT

Landlord, Tenant, and Assignee have entered into the Contingent Lease Assignment Agreement (the "Assignment") attached hereto as Exhibit 1 and incorporated herein by reference. This Assignment is for collateral purposes only and, except as specified therein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with the Assignment or the Lease unless Assignee takes possession of the Premises pursuant to the terms of the

Initials _____, _____, _____
Landlord Tenant Assignee

Assignment and assumes the obligations of Tenant under the Lease, it being the intent of the parties that Assignee may, but is not required, to take possession of the Premises.

4. AMENDMENT OF LEASE

The Lease is hereby amended by the addition of the Rider to Lease which is attached hereto as Exhibit 2 and incorporated herein by reference.

5. RENEWAL OF LEASE

Throughout the term of the Franchise Agreement and any renewals thereof, Tenant agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, and upon failure of Tenant to so elect to extend or renew the Lease as aforesaid, Tenant hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place, and stead of Tenant for the purpose of effecting such extension or renewal, provided, however, that Assignee shall have no obligation to renew the lease, or liability for renewing or failing to renew the Lease except as may be provided for in the Assignment.

6. NO FURTHER MODIFICATION OF LEASE

Except as provided in this Addendum, Tenant and Landlord agree that neither party shall otherwise renew or extend the term of the Lease or make any other modifications or alterations to the Lease without the prior written consent of Assignee.

7. ENTRY INTO PREMISES

Tenant and Landlord agree that Assignee shall have the right to enter the Premises to make any reasonable modifications or alterations necessary to protect Assignee's interest in the Studio and proprietary marks or to cure any default under the Franchise Agreement or under the Lease, and Tenant and Landlord agree that Assignee shall not be liable for trespass or any other crime or tort.

8. NOTICES

Notwithstanding anything contained in the Lease to the contrary, any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by overnight delivery by a nationally recognized courier service, or by placement in the U.S. Mail by registered or certified mail, return receipt request, postage prepaid. All notices and demands required to be delivered hereunder will be deemed so delivered when actually received by addressee and must be addressed to the party to be notified at the following addresses unless and until a different address has been designated by written notice to the other parties.

Initials _____, _____, _____
Landlord Tenant Assignee

If directed to Tenant, the notice shall be addressed to:

Attention:

With a copy to: The Premises

If directed to Landlord, the notice shall be addressed to:

Attention:

With a copy to:

If directed to Assignee, the notice shall be addressed to:

REV'D Franchising LLC
81 Legacy Blvd., Suite 2
Dedham, MA 02026
Attention: Ms. Meaghan St Marc

With a copy to: The Premises

9. THIRD-PARTY BENEFICIARY

Landlord and Tenant each agree that Assignee is an express third-party beneficiary of this Addendum, and that Assignee may enforce its rights as third-party beneficiary hereunder against Landlord and Tenant.

10. FULL FORCE AND EFFECT

Except as otherwise provided for herein, the terms and conditions of the Lease remain in full force and effect.

11. BINDING ON SUCCESSORS

The covenants, agreements, terms, provisions, and conditions contained in the Lease, as modified by this Addendum, shall bind and inure to the benefit of all parties hereto, and their respective successors and assigns.

[Signature Page Follows]

Initials _____, _____, _____
Landlord Tenant Assignee

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

LANDLORD:

By: _____

Printed Name: _____

Title: _____

TENANT:

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

By: _____

Printed Name: _____

Title: _____

Initials _____, _____, _____
Landlord Tenant Assignee

Exhibit 1 to Lease Addendum

CONTINGENT LEASE ASSIGNMENT AGREEMENT

This CONTINGENT LEASE ASSIGNMENT AGREEMENT (the “Agreement”) is made this _____ day of _____, 20____, by and between _____ (hereinafter referred to as “Landlord”); _____ (hereinafter referred to as “Tenant”); and REV’D FRANCHISING LLC (hereinafter referred to as “Assignee”).

Landlord has leased to Tenant certain premises located at _____ (the “Premises”), under the terms of a lease agreement dated _____, as amended thereafter (collectively, the “Lease”). Tenant intends to use the Premises as a Rev’d fitness studio, under a Franchise Agreement between Assignee, as Franchisor, and Tenant, as Franchisee (the “Franchise Agreement”). This Agreement is entered into in connection with Assignee’s approval of the above location as a Rev’d studio and grant of a franchise to Tenant. It is intended to provide Assignee the opportunity to preserve the Premises as a Rev’d studio under circumstances hereinafter set forth, and to assure Landlord that, if Assignee exercises the option herein contained, any defaults of Tenant under the Lease will be cured by Assignee before it takes possession of the Premises.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows.

ARTICLE 1 – GRANT OF OPTION

Landlord grants to Assignee an option to lease the Premises, on the terms, covenants, and conditions hereinafter set forth (the “Option”) in the event of any or all of the following: (i) upon default of Tenant under the Lease, (ii) upon termination of the Franchise Agreement, and/or (iii) upon non-renewal of the Lease term, as more particularly described herein.

1.1 Upon Default of Tenant Under Lease. Landlord agrees to furnish Assignee with copies of any and all letters and notices sent to Tenant pertaining to the Lease and the Premises, at the same time that such letters and notices are sent to Tenant. Landlord further agrees that, if it intends to terminate the Lease, the Landlord will give Assignee thirty (30) days advance written notice of such intent, specifying in such notice all defaults that are the cause of the proposed termination. Assignee shall have after the expiration of the period during which Tenant may cure such default, an additional fifteen (15) days (or if there is no cure period, at least fifteen (15) days) to cure, at its sole option, any such default. If Tenant fails to cure any defaults within the period specified in the Lease, Landlord shall promptly give Assignee written notice thereof, specifying the defaults Tenant has failed to cure and shall offer Assignee the Option to assume the Tenant’s interests in the Lease (the “Offer”). Landlord shall attach to the Offer a complete copy of the Lease, including any amendments thereto.

1.2 Upon Termination of the Franchise Agreement. If the Franchise Agreement is terminated for any reason during the term of the Lease, or any extension thereof, and if Assignee desires to exercise the Option, Assignee shall promptly give Landlord written notice thereof. Within thirty (30) days after receipt thereof, Landlord shall give Assignee written notice specifying

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any defaults of Tenant under the Lease and shall provide Assignee with the Offer as provided in Paragraph 1.1 above.

1.3 Upon Non-Renewal of the Lease Term. If the Lease contains term renewal or extension rights which are allowed to expire by Tenant without exercising said rights, Landlord shall promptly give written notice thereof to Assignee, but in no event later than thirty (30) days following expiration of the term or the renewal deadline provided in the Lease, whichever is sooner, and Assignee shall have the option, for an additional thirty (30) days after receipt thereof, to exercise the Tenant's renewal or extension rights on the same terms and conditions as contained in the Lease. If Assignee elects to exercise such right to renew or extend the term of the Lease, Assignee shall so notify Landlord in writing, whereupon Landlord shall promptly execute and deliver to Assignee an acceptance of Assignee as assignee of Tenant and shall deliver possession of the Premises to Assignee at the commencement of the extended or renewed term of the Lease.

1.4 Assignee's Acceptance of the Offer. In the event Landlord delivers the Offer to Assignee in the manner provided for herein, Assignee shall exercise the Option if at all, by written notice to Landlord and Tenant (the "Acceptance") within thirty (30) days after receipt of the Offer from Landlord; provided, however, that Assignee shall have no duty or obligation to exercise the Option and shall have no duty or liability for failing to exercise the Option. If neither Tenant nor Assignee cures all defaults (if any) within said time periods (or such longer cure period as may be specifically permitted by the Lease), then the Landlord may terminate the Lease, re-enter the Premises, and exercise all of its other post-termination rights as set forth in the Lease, and the Offer shall be null and void, and Assignee shall have no right to succeed to Tenant's interest in the Lease.

ARTICLE 2 – TENANT'S COVENANTS

If Tenant fails to timely cure any defaults under the Lease, or in the event of termination of the Franchise Agreement during the Lease term or any extension thereof, Tenant shall, within ten (10) days after written demand by Assignee, assign all of its right, title, and interest in and to the Lease to Assignee. If Tenant fails to do so within said ten (10) days, Tenant hereby designates Assignee as its agent to execute any and all documents and agreements, and to take all action as may be necessary or desirable to effectuate the assignment of the Lease and the relinquishment of any and all of Tenant's rights thereunder. Landlord hereby consents to such assignment, without the imposition of any assignment fee or similar charge, and agrees that if Assignee takes possession of the Premises and confirms to Landlord the assumption of the Lease by Assignee as tenant thereunder, Landlord shall recognize Assignee as tenant under the Lease, subject to Assignee executing an assumption of the Lease in the form attached hereto as Exhibit A, and curing all defaults of Tenant under the Lease before taking possession of the Premises. Tenant further agrees to promptly and peaceably vacate the Premises and remove its personal property, at the written request of Assignee. Any property not so removed by Tenant within ten (10) days following receipt of such written notice shall be deemed abandoned by Tenant.

2.1 Tenant agrees that termination of the Franchise Agreement during the Lease term or any extension thereof and failure of Tenant to assign its interests in the Lease to Assignee as set forth herein shall be a default under the Lease which will entitle, but not obligate, Landlord to

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employ legal remedies available in summary process or otherwise, to evict Tenant from the Premises.

2.2 Tenant shall be and remain liable to Landlord for all of its obligations under the Lease, notwithstanding any assignment thereof to Assignee. Assignee shall be entitled to recover from Tenant all amounts it has paid to Landlord to cure Tenant's defaults under the Lease, including interest and the reasonable costs of collection.

ARTICLE 3 – DELIVERY OF POSSESSION OF THE PREMISES

Upon receipt of the Acceptance from Assignee, or as soon as possible thereafter, Landlord shall evict Tenant from the Premises by diligent pursuit of summary process or by other and appropriate legal remedies and shall deliver possession of the Premises to Assignee free and clear of the possessory rights of Tenant or any third party ("Possession").

3.1 Assignee shall not be required to cure defaults and/or to begin paying rent until Landlord delivers Possession of the Premises to Assignee. If it becomes necessary for Landlord to pursue legal remedies in order to remove Tenant and deliver Possession of the Premises to Assignee, Assignee shall, upon written request of Landlord, pay into an escrow account with Landlord's attorney, bearing interest at the passbook rate, such amounts as are necessary to cure Tenant's defaults. If Landlord is unable to deliver Possession of the Premises to Assignee within three (3) months after the date Landlord receives the Acceptance, Assignee shall thereafter have the right at any time until Landlord delivers Possession of the Premises to rescind the Acceptance by written notice to Landlord, whereupon all amounts in escrow, including accrued interest, shall be returned to Assignee.

ARTICLE 4 – ASSIGNEE'S RIGHTS AND OBLIGATIONS UNDER THE LEASE

Assignee, upon taking possession of the Premises, shall concurrently cure the defaults specified by Landlord in the Offer and shall execute and deliver to Landlord the assumption of the Tenant's rights and obligations under the Lease as specified in Article 2, above. Assignee shall pay, perform, and be bound by all of the duties and obligations of the Lease applicable to Tenant, except that Assignee shall not be required to assume or be bound by the terms of any amendment or modification to the Lease executed by Tenant without Assignee's prior written approval thereof.

4.1 Assignee, upon assuming Tenant's interests under the Lease may, simultaneously or thereafter, assign such interests, without Landlord's consent, to an affiliated company or a wholly owned subsidiary of Assignee, provided that Assignee shall remain liable for the payment of rent and performance of the Tenant's duties and obligations under the Lease only to the date of such assignment, except as set forth in Paragraph 4.2, below.

4.2 Assignee may, at any time after assuming the Tenant's interests under the Lease, without the consent of Landlord, assign without recourse its rights as tenant under the Lease to a franchisee of Assignee who meets the then-current standards and requirements for franchisees. Upon receipt by Landlord of the assumption agreement pursuant to which the Assignee agrees to assume the Lease and to observe the terms, conditions, and agreements on the part of Tenant to be performed under the Lease, Assignee shall thereupon be released from all liability as tenant under the Lease, from and after the date of assignment thereof, without any need of a written

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acknowledgment by Landlord of such release. In such event, this Agreement shall remain in force and effect.

4.3 Assignee or its assignee may only use the Premises for the purpose(s) permitted under the terms of the Lease.

4.4 In the event Assignee shall elect to assume Tenant's rights and obligations under the Lease, Assignee, in addition to any other provision of the Lease, shall also have the right to terminate the Lease at any time, by giving Landlord at least one hundred twenty (120) days written notice. If Assignee shall exercise this right of termination, Assignee shall remove its equipment, trade fixtures, and signs from the Premises and shall return the Premises to Landlord, allowing to remain thereon all of Tenant's and/or Assignee's permanent improvements to the Premises.

ARTICLE 5 – DE-IDENTIFICATION AS A REV'D STUDIO

If the Lease or Franchise Agreement is terminated and Assignee fails to exercise the Option herein contained, Tenant agrees to de-identify the Premises as a Rev'd fitness studio and to promptly remove all Rev'd trademarks and trade dress from the Premises, including, but not limited to, signs, décor, and other items that Assignee reasonably requests be removed as being distinctive and indicative of a Rev'd fitness studio. Assignee may enter upon the Premises without being guilty of trespass or tort to effect such de-identification if Tenant fails to effect de-identification within ten (10) days after receipt of written demand from Assignee, following termination of the Franchise Agreement or Lease. Tenant shall reimburse Assignee for its reasonable costs and expenses in effecting such de-identification. Landlord and Tenant shall jointly and severally be obligated to pay Assignee for such costs, if Landlord shares with Tenant, one or more common owners, beneficiaries, or shareholders (as the case may be).

5.1 If the Lease or Franchise Agreement is terminated and Assignee fails to exercise the Option hereunder, Tenant and Tenant's principals agree that they shall comply with the post-termination covenants not to compete in the Franchise Agreement and shall not own, operate, or have an interest in any business which sells any food products identified in the Franchise Agreement at the Premises for the period set forth in the Franchise Agreement.

ARTICLE 6 – ADDITIONAL PROVISIONS

Definitions. Any term not defined herein shall have the same meaning found in the Lease or Lease Addendum, as the case may be.

6.1 This Agreement shall run with the land and be binding upon the parties hereto and their successors, assigns, executors and administrators and representatives. The rights and obligations herein contained shall continue, notwithstanding changes in the persons or entity that may hold any leasehold or ownership in the land, building or Premises.

6.2 Assignee may assign its right under this Agreement, without the consent of Landlord, in connection with any transfer of its rights to an affiliate or a wholly owned subsidiary of Assignee.

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6.3 At the request of Landlord or Tenant, Assignee's rights hereunder may be subordinated to the lien of any mortgage or deed of trust hereinafter placed upon the Premises, provided that the mortgagee or trustee shall agree in writing not to disturb Assignee's right to exercise the Option and assume the Lease as set forth herein.

6.4 Any party hereto may record this Agreement or a memorandum hereof. Any party hereto may seek equitable relief or injunctive relief including, without limitation, specific performance for the actual or threatened violation or non-performance of this Agreement by any other party. Such remedies shall be in addition to all other rights provided for in this Agreement or by law.

6.5 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by overnight delivery by a nationally recognized courier service, or by placement in the United States Mail by registered or certified mail, return receipt request, postage prepaid. All notices and demands required to be delivered hereunder will be deemed so delivered when actually received by addressee and must be addressed to the party to be notified at the following addresses unless and until a different address has been designated by written notice to the other parties.

Notices to Landlord shall be sent to the following address:

Attention:

With a copy to:

Notices to Tenant shall be sent to the following addresses:

Attention:

With a copy to: The Premises

Notices to Assignee shall be sent to the following address:

REV'D Franchising LLC
81 Legacy Blvd., Suite 2
Dedham, MA 02026
Attention: Ms. Meaghan St Marc

With a copy to: The Premises

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

LANDLORD:

By:_____

Printed Name:_____

Title:_____

TENANT:

By:_____

Printed Name:_____

Title:_____

ASSIGNEE:

By:_____

Printed Name:_____

Title:_____

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Exhibit A to Contingent Lease Assignment Agreement
ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

ASSIGNMENT AND ASSUMPTION made by _____ (the “Assignor”), REV'D FRANCHISING LLC (the “Assignee”), and _____ (the “Landlord”).

1. **Assignment.** Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and with respect to that certain lease agreement, dated _____, between _____ as Landlord and Assignor as Tenant, including any amendments thereto made with the knowledge and consent of Assignee (the “Lease”).
2. **Assumption.** Assignee hereby assumes all the terms and conditions of the Lease and agrees to perform and comply with all of the terms of the Lease as fully and to the same extent as if originally named as Tenant in the Lease.
3. **Landlord's Consent.** Landlord hereby acknowledges and consents to this Assignment and Assumption of the Lease.
4. **Benefit.** This Assignment and Assumption is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
5. **Release.** Assignor hereby releases and discharges Assignee and its administrators, successors, and assigns from all actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, contracts, controversies, agreements promises, damages, judgments, claims, and demands, known or unknown, whatsoever in law, admiralty or equity which against them Assignor or Assignor's heirs, executors, administrators, successors, and assigns ever had, now have or hereinafter can, shall or may have for, upon or by any reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Assignment and Assumption.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as of the date first above written.

ASSIGNOR:

ASSIGNEE: **REV'D
FRANCHISING LLC**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

LANDLORD:

By: _____

Printed Name: _____

Title: _____

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Exhibit 2 to Lease Addendum

RIDER TO LEASE

1. **CONFLICTS.** In the event of any inconsistency between the provisions of this Rider to Lease (“Rider”) and any other portion of this Lease, the provisions of this Rider shall prevail.

2. **DEFINITIONS.** Any term not defined herein shall have the same meaning found in the Lease.

3. **COOPERATION AND LANDLORD DEFAULT.**

(a) Landlord agrees to execute and deliver upon the request of Tenant any applications required by any governmental authority having jurisdiction thereover to enable Tenant to make alterations or installations in and to the Premises and to erect and maintain any signs in, on, or about the Premises and any documents to acknowledge ownership of any equipment lessor or any primary lien of any equipment financier, provided that any fees, charges, and expenses required in connection therewith be borne solely by Tenant.

(b) Wherever by the terms of this Lease it is specifically provided that Landlord’s consent or approval be required or is otherwise requested by Tenant, Landlord covenants that it will not unreasonably withhold, condition, or delay any such consent or approval.

(c) Except where otherwise provided for herein, Landlord shall be in default of this Lease for any failure of Landlord to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the nature of Landlord’s default is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(d) If the default by Landlord has not been cured within the time limits prescribed herein, Tenant may, along with any other remedies available at law or in equity, terminate the Lease as a result of Landlord’s default, or cure the default and offset any amount paid by Tenant to cure such default, plus interest at eighteen percent (18%) per annum (provided, however, that such interest rate shall not exceed the maximum rate allowed by law) against any minimum or additional Rent as it becomes due.

4. **INFORMATION.** Landlord represents and warrants that, as of the date this Rider becomes effective, (a) pursuant to any exclusive use agreements, if any, granted by Landlord to any other tenant operating in the Building and/or Shopping Center, the Premises may be operated as a Rev’d fitness studio; (b) Landlord is the fee owner of the property containing the Premises and the building or Shopping Center of which the Premises are a part; (c) Landlord has the right to make this Lease upon the terms and for the term as set forth herein; and (d) Landlord has granted no exclusive right to sell or provide any of the fitness-related products or services offered by a Rev’d fitness studio (including, but not limited to, indoor cycling, cross-fit, or bootcamp-style

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exercise classes) to any other tenant of the Building and/or Shopping Center. In the event of Landlord's breach of the representations and warranties as set forth herein, in addition to all other rights and remedies of Tenant pursuant to the Lease or by law, Landlord agrees to indemnify and hold harmless Tenant for all loss, cost, expense, and damage (including reasonable attorneys' fees) incurred as a result thereof.

5. USE.

(a) Tenant may sell all authorized Rev'd fitness studio products and services as required by REV'D Franchising LLC, its successors and assigns.

(b) Landlord agrees that throughout the term of this Lease and any renewals and extensions of the term of this Lease, Landlord will not allow the sale of indoor cycling, bootcamp-style, or cross-fit exercise classes (the "Exclusive Use"). Therefore, Landlord shall not lease, permit any assignment or sublet of any lease in the Building and/or Shopping Center, or otherwise permit any tenant to sell such exercise classes in any portion of the Shopping Center (including any pad sites or out parcels partially or fully owned by Landlord, their successors and assigns, or any entity of which the Landlord has a financial interest in, or is a member, officer, director, or employee of) or Building of which the Premises are a part, including free-standing units, whether presently existing or created hereafter.

(c) In the event of a violation of subsection (b) above after any applicable notice and cure period, Tenant shall have the right to exercise any available right or remedy hereunder or allowed by law or in equity, including, but not limited to, the right to terminate the Lease if the Exclusive Use continues to be violated by such other tenant for a period three (3) consecutive months, provided that Tenant provides Landlord with notice of such violation. During any period of such violation of Tenant's Exclusive Use, so long as Tenant is operating its business in the Premises, Tenant's fixed minimum annual rent shall be reduced by fifty percent (50%) commencing with the first day of the month after such notice of violation of Tenant's Exclusive Use and such abatement shall continue until the earliest to occur of the following: (i) the effective date of this Lease is terminated; (ii) the effective date the violating tenant's lease is terminated; or (iii) the date such tenant ceases to violate Tenant's Exclusive Use.

6. ASSIGNMENT/SUBLETTING. Provided that the Premises continues to be operated as a Rev'd fitness studio by a bona fide franchisee of REV'D Franchising LLC, Tenant, its successors, assigns, or sublessees may assign the within Lease and/or sublet the Premises, in whole or in part, together with the Security Deposit thereunder, without Landlord's consent, on the following terms and conditions:

(a) the assignee or sublessee is a bona fide REV'D Franchising LLC franchisee or affiliated company and there will be delivered to Landlord a duplicate original of the duly executed instrument of assignment, sublease, or sub-sublease and all related documents. In the event of an assignment of the Lease, by the terms of any such assignment, the assignee shall assume and undertake the performance of all of the terms of the Lease;

(b) no assignment, sublease or sub-sublease, etc. shall in any way relieve, modify, or extinguish the liability of any such assignor, sublessor, or sub-sublessor, etc., as the

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case may be, or any of their predecessors in interest unless specifically agreed to in writing by all applicable parties; and

(c) no fee or any other consideration shall be payable in connection with the assignment of the Lease or the subletting of the Premises if for Rev'd fitness studio use.

7. CORPORATE INDICIA. Landlord does hereby consent to the installation by Tenant of such proprietary marks, signs, color schemes, designs, interior decorations, equipment, and trade fixtures as are customary in connection with the operation of a Rev'd fitness studio, provided the same are permitted by law.

8. RENOVATIONS. Tenant may make all non-structural, cosmetic renovations under Five Thousand U.S. Dollars (\$5,000.00) without Landlord's consent. Landlord agrees not to unreasonably withhold or delay its consent to any other alteration or renovation.

9. EXCULPATION.

(a) **LANDLORD ACKNOWLEDGES BEING INFORMED OF THE FOLLOWING FACTS: (i) TENANT IS A FRANCHISEE OF REV'D FRANCHISING LLC; (ii) REV'D FRANCHISING LLC MAY, AFTER EXERCISING ITS OPTION TO ASSUME THE LEASE, ASSIGN THE LEASE TO AN AFFILIATE OR SUBSIDIARY ENTITY, OR ASSIGN THE LEASE TO ANOTHER FRANCHISEE OF REV'D FRANCHISING LLC; AND (iii) THAT THE SOLE AND EXCLUSIVE PERSON OR ENTITY AGAINST WHICH LANDLORD MAY SEEK DAMAGES OR ANY REMEDIES UNDER THIS OR ANY OTHER DOCUMENT IN WHICH LANDLORD AND TENANT ARE PARTIES, WHETHER FOR UNPAID RENT AND ASSOCIATED DAMAGES, CLAIMS OF UNJUST ENRICHMENT, CLAIMS OF UNFAIR TRADE PRACTICES, OR ANY OTHER THEORY OF RECOVERY OF ANY KIND OR NATURE, IS TENANT AND NOT REV'D FRANCHISING LLC.**

(b) **LANDLORD AGREES THAT THE LIABILITY OF TENANT HEREUNDER SHALL BE LIMITED TO TENANT'S ASSETS, IF ANY. TENANT'S STOCKHOLDERS (IF A CORPORATION) OR MEMBERS (IF AN LLC), SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY OBLIGATION OF TENANT, AND LANDLORD AGREES NOT TO COMMENCE ANY LEGAL PROCEEDINGS AGAINST TENANT'S STOCKHOLDERS OR MEMBERS, OR REV'D FRANCHISING LLC AND ITS MEMBERS. REV'D FRANCHISING LLC'S STOCKHOLDERS OR MEMBERS, AND TENANT'S STOCKHOLDERS OR MEMBERS, SHALL BE DEEMED THIRD-PARTY BENEFICIARIES OF THIS PROVISION WHICH SHALL INURE TO THEIR BENEFIT. SUCH EXCULPATION OF LIABILITY SHALL BE ABSOLUTE AND WITHOUT ANY EXCEPTION WHATSOEVER.**

(c) **NOTHING IN THIS LEASE SHALL BE DEEMED TO EXEMPT LANDLORD FROM LIABILITY FOR DAMAGE OR INJURIES TO PERSONS OR PROPERTY CAUSED BY OR RESULTING FROM THE ACTS, OMISSIONS, OR NEGLIGENCE OF LANDLORD, ITS AGENTS, SERVANTS, EMPLOYEES, INVITEES, OR LICENSEES.**

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10. INTERFERENCE. Notwithstanding the provisions of any part of this Lease, Landlord shall not (a) interfere with the visibility, ingress, or egress of the Premises, (b) disrupt Tenant's business, (c) reduce the usable area of the Premises, (d) reduce the number of parking spaces that currently exist in the Shopping Center, or (e) expose any pipes, conduits, utility lines, or wires in the Premises. In the event of a violation of this Paragraph 10 after any applicable notice and cure period, the fixed minimum rent payable pursuant to this Lease shall be reduced in the same proportion as Tenant's gross sales are reduced as a result of Landlord's violation of this paragraph.

11. NOTICES. All notices and communications of whatever nature which Landlord may render pursuant to the terms of this Lease shall be delivered to Tenant by personal delivery, by overnight delivery by a nationally recognized courier service, or by registered or certified mail, return receipt request, postage prepaid. All notices and demands required to be delivered hereunder will be deemed so delivered when actually received by addressee and must be addressed to the party to be notified at the following addresses unless and until a different address has been designated by written notice to the other parties.

Notices to Landlord shall be sent to the following address:

Attention:

With a copy to:

Notices to Tenant shall be sent to the following addresses:

Attention:

With a copy to: The Premises

Notices to Assignee shall be sent to the following address:

REV'D Franchising LLC
81 Legacy Blvd., Suite 2
Dedham, MA 02026
Attention: Ms. Meaghan St Marc

With a copy to: The Premises

12. TENANT DEFAULT.

(a) Landlord shall not exercise any rights or invoke any remedies under this Lease upon the happening of any default unless notice of such default is delivered to Tenant as provided herein and thirty (30) days shall have elapsed subsequent to the receipt of such notice and such default be not cured or commenced to be cured within such time, unless the circumstances of such default require quicker compliance pursuant to a particular municipal or governmental

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directive referable thereto. The time period herein provided may run contemporaneously with any other time period provided for in this Lease.

(b) Provided Tenant is in compliance with all other provisions of this Lease, including the payment of all rent and additional rent (after notice and time to cure), (i) Landlord agrees that it will not invoke any of the remedies set forth in this Lease in the event of bankruptcy or insolvency, and (ii) Tenant will not be joined as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease.

(c) No rentals shall be accelerated prior to their due date, however, nothing contained herein shall be deemed to limit any other right or remedy of the Landlord in the event of default as set forth in this Lease.

(d) Tenant shall not be deemed to be in default of the terms and conditions of this Lease, nor shall Tenant be charged any penalty, monetary or otherwise, as a result of (a) any temporary closing arising from renovations or repairs to the Premises, or (b) force majeure events.

13. UTILITIES. In the event the disruption of any utility service shall render the Premises untenable for a period in excess of three (3) consecutive days, then the fixed minimum annual rent, all items of additional rent, and any other charges payable pursuant to this Lease shall abate in full from the commencement of such three (3) day period until such time as the Premises are again tenantable.

14. HAZARDOUS MATERIALS.

(a) Landlord represents and warrants that (i) there are no hazardous or potentially hazardous materials in or about the Premises and/or the building or Shopping Center of which the Premises are a part, including but not limited to radon, radiation, asbestos, asbestos containing materials, chlorofluorocarbons, PCB's, and PCB containing materials (collectively, "Hazardous Materials"), and (ii) if any governmental authority requires that remedial action be taken with regard to any Hazardous Materials, it will be Landlord's responsibility to promptly take all such remedial action, unless such Hazardous Materials were placed on the Premises by Tenant.

(b) In the event of a breach of the representations and warranties as set forth in subparagraph (a) above, in addition to all other rights and remedies, Tenant may take such remedial action as is necessary at the sole cost and expense of Landlord and Tenant shall have the right to fund any such costs and offset such amounts funded against any fixed minimum annual rent, items of additional rent or any other charges due under the Lease and Landlord further agrees to indemnify and hold harmless Tenant for all loss, cost, expense and damage (including reasonable attorneys' fees) incurred as a result thereof.

15. LANDLORD'S WORK.

(a) Landlord represents and warrants that upon delivery of vacant possession of the Premises to Tenant, with all of Landlord's work as provided herein, if any, duly completed, the building or Shopping Center of which the Premises are a part, the Premises, and all systems serving the Premises, including but not limited to the HVAC, plumbing, sewer, sprinkler, and electrical systems, will be in good working order and condition, in compliance with all laws and

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building codes, including but not limited to the Federal Americans with Disabilities Act and those pertaining to the reduction, abatement, or elimination of Hazardous Materials, and that the roof will be free of leaks. All work to be performed by Landlord to the Premises and/or the building or Shopping Center of which the Premises are a part, shall be timely completed in a good and workmanlike manner in accordance with all applicable laws, rules, regulations, and requirements of any governmental or municipal department having jurisdiction thereunder. Upon Landlord's completion of its work as aforesaid, Landlord shall deliver to Tenant all required approvals and "sign offs" regarding Landlord's work as may be required by such governmental or municipal department having jurisdiction thereunder. Landlord represents that the HVAC, plumbing, sewer, sprinkler, and electrical systems will be in good working order and condition for a period of six (6) months after the commencement of the term of the Lease.

(b) In the event Landlord is unable to fund or complete any work, construction allowances, and/or negotiated improvements to the Premises and/or the building or shopping center of which the Premises are a part, in addition to all other rights and remedies Tenant may have pursuant to this Lease or by law, Tenant shall have the additional right to fund any such costs and offset such amounts funded against any fixed minimum annual rent, items of additional rent or other charges due under the Lease, together with interest thereon from the date Tenant would have been reimbursed until the date the rent offsets effect that result.

16. COMMON AREA MAINTENANCE COSTS. Common area maintenance costs, if any, shall not include depreciation or amortization of any buildings or equipment, interest on and amortization of debts, financing or refinancing costs, leasing commissions, legal expenses related to making or enforcing other leases, mortgages, ground rents or increases, Landlord's executive salaries, costs of goods and services provided disproportionately to any tenant(s), costs of tenant improvements made specifically for certain tenants of the building or Shopping Center, costs above market price for goods and services provided by entities related to Landlord, advertising and promotional expenses, inheritance, franchise, gains or income taxes, costs of remedial action for Hazardous Materials, costs of conversion of any HVAC systems utilizing chlorofluorocarbons, costs of curing violations of any laws and other requirements of any public authorities existing on the date hereof, and any fines or penalties payable with respect thereto, costs of constructing, expanding and improving the buildings, Shopping Center, common areas, and common facilities, and any other costs, capital improvements, or replacements properly chargeable to capital account under generally accepted accounting principles.

17. REAL ESTATE TAX EXCLUSIONS. Notwithstanding anything contained herein to the contrary, Real Property Taxes shall not include (i) taxes on unimproved parcels of land; (ii) impositions to pay for on-site or off-site improvements required by any governmental authority as a condition to the development, operation, expansion, or renovation of the Shopping Center or any part thereof; (iii) penalties and interest resulting from Landlord's delinquency in the payment thereof; (iv) any succession, transfer, gift, capital levy, or corporation tax levied against Landlord; (v) any real estate transfer tax, mortgage lien tax, documentary stamp tax, recording fees or the like, and (vi) reassessments due to a change in ownership or renovation of the Shopping Center.

18. MERCHANT'S ASSOCIATION. Tenant shall not be required to join a merchant's association or contribute to a marketing or promotional fund.

Initials _____, _____, _____
Landlord Tenant Assignee

19. TERMINATION. If (a) vacant possession of the Premises is not delivered to Tenant with all of Landlord's work as provided herein, if any, duly completed within one hundred twenty (120) days from the date of this Lease, or (b) at any time during the Term of this Lease, less than seventy percent (70%) of the gross leaseable space in the Shopping Center or building of which the Premises is a part is fully occupied and open for business, then in either of such events, Tenant shall have the right to cancel this Lease anytime thereafter upon thirty (30) days written notice to Landlord, in which event the Landlord shall promptly return to the Tenant the security deposit and any other sums which may be due the Tenant upon the natural expiration of this Lease.

20. DAMAGE/DESTRUCTION.

(a) In the event (i) all or any part of the Premises are damaged or destroyed by fire or other casualty, and as a result, the Premises or any part thereof are rendered unusable for Tenant's business, or (ii) if the damage or destruction occurs in the last three years of the then existing Term of the Lease, Tenant may terminate the Lease upon sixty (60) days' notice of termination to Landlord given within ninety (90) days after the date of such damage or destruction, and on such date provided in the notice, this Lease shall terminate and all rent and additional rent and other charges shall be paid up to the date of such damage or destruction.

(b) In the event all or any part of the Premises are damaged or destroyed by fire or other casualty and the Lease is not terminated as provided in (a) above or if the Premises or any part thereof is not rendered unusable for Tenant's business, this Lease shall continue in full force and effect and Landlord shall promptly repair, restore, and rebuild the Premises to its condition at the time immediately prior to the occurrence of the loss, and all rent and additional rent and other sums shall abate in proportion and to the extent that the Premises or any part thereof is so rendered unusable for Tenant's business. Any such abatement shall continue until ninety (90) days after Tenant receives notice from Landlord that the Premises or that part thereof is ready for re-occupancy.

21. RADIUS RESTRICTION. Tenant shall not be subject to a radius restriction against opening additional Studios.

22. LANDLORD INDEMNITY. Except for the act, omission, or negligence of Tenant or its agents, Landlord shall indemnify and hold harmless Tenant, its shareholders, officers, directors, members, agents, contractors, employees, and invitees, from and against any and all claims arising from Landlord's use or ownership of the Shopping Center, or from activity, work, or things done permitted or suffered by Landlord in or about the common areas of the Shopping Center and shall further indemnify and hold harmless Tenant from and against any and all claims arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any act, omission, or negligence of the Landlord, or any of Landlord's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case of action or proceeding be brought against Tenant by reason of any such claim, Landlord, upon written notice from Tenant, shall defend the same at Landlord's expense.

Initials _____, _____, _____
Landlord Tenant Assignee

23. CONDEMNATION. If the entire Premises or a portion of the Premises is condemned and the remainder of the Premises is not reasonably usable by Tenant for Tenant's purposes pursuant to the terms of this Lease, then this Lease shall terminate as of the date of such taking. If a portion of the Premises is condemned and the remainder of the Premises is still reasonably usable by Tenant for Tenant's purposes pursuant to the terms of this Lease, then this Lease shall continue in full force and effect except that Landlord shall restore the Premises to a single architectural unit and all rent and additional rent shall be adjusted pro rata as to that portion condemned. In the event of condemnation, nothing shall prevent Tenant from receiving any sums awarded on account of Tenant's damages and for or on account of any cost or loss to which Tenant may incur, including but not limited to, Tenant's moving expenses and loss of business, profits, leasehold interest, leasehold improvements, inventory, and trade fixtures.

24. FORCE MAJEURE. Landlord and Tenant shall be excused for the period of delay in the performance of any of their respective obligations hereunder, excepting monetary obligations hereunder, and shall not be considered in default, when prevented from so performing due to a labor strike, riot, war, fire, flood or other casualty, or Acts of God so extensive as to prevent Tenant from conducting business or preventing Tenant or Landlord from complying with their obligations under the Lease.

ASSIGNOR:

ASSIGNEE:

REV'D FRANCHISING LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

LANDLORD:

By: _____

Printed Name: _____

Title: _____

Initials _____, _____, _____
Landlord Tenant Assignee

**EXHIBIT G
TO
REV'D FRANCHISE AGREEMENT**

ADDENDUM FOR FRANCHISEES WHO OBTAIN SBA FINANCING

(See attached.)

**ADDENDUM
RELATING TO
REV'D FRANCHISE AGREEMENT**

THIS ADDENDUM (Addendum) is made and entered into on _____, 20____, by **REV'D FRANCHISING LLC**, located at 81 Legacy Blvd., Suite 2, Dedham, MA 02026 (Franchisor), and _____, located at _____ (Franchisee).

Recitals. Franchisor and Franchisee entered into a Franchise Agreement on _____, 20____, (Franchise Agreement). The Franchisee agreed among other things to operate and maintain a franchise located at _____ designated by Franchisor as Unit #_____ (Unit). Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.
2. Notwithstanding anything in the Franchise Agreement or any ancillary document, if the Franchisor has the option to purchase business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties.
3. Notwithstanding anything to the contrary in the Franchise Agreement or other ancillary document, Franchisor's (or any Third-Party Assignee of the Franchisor) right to elect its Right of First Refusal to exercise said option when the Franchisee decides to sell partial interest(s) in the business is amended. If the Franchisee (or any Third-Party Assignee of Franchisee) is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee.
4. Notwithstanding anything to the contrary in the Franchise Agreement, or other ancillary document, Franchisor will subordinate its interest in any lien on Franchisee's collateral to that of the lender/SBA.
5. Notwithstanding anything to the contrary in the Franchise Agreement or the Lease Addendum, if the Franchisee (or its affiliates) owns the real property upon which the business is located, Franchisee will not be required to sell the real estate upon default or

termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) at fair market value.

6. Notwithstanding anything to the contrary in the Franchise Agreement or other ancillary document, franchisor's option or right to purchase real estate owned by the franchisee and used for the franchised business will not be recorded against real property.
7. The Lease Addendum may not be recorded against the real estate, and if done so it must be subordinated to any SBA loan and may not include any attornment language.
8. Notwithstanding anything to the contrary in the Franchise Agreement, or other ancillary document, Franchisor is not appointed as Franchisee's Attorney-in-Fact for Franchisee's interests regarding actions to be taken or execution of any documents that pertain to the lease/purchase of the business premises used in the franchised business.
9. Notwithstanding anything to the contrary in Paragraph 14.1 or any other provision in the Franchise Agreement, Franchisee shall only execute such documents as Franchisor may request that are reasonably necessary to permit Franchisor to transfer or assign the Franchise Agreement and all or any part of its rights or obligations therein. No documents of attornment may be used.
10. This Addendum automatically terminates on the earliest to occur of the following: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid-in-full; or (iii) SBA no longer has any interest in the Loan.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. § 1001 (\$250,000 fine and/or up to 5 years imprisonment), 15 U.S.C. § 645(a) (\$5,000 fine and/or up to 2 years imprisonment), and, if submitted to a Federally insured institution, under 18 USC 1014 (up to \$1,000,000 fine and/or imprisonment of not more than 30 years), and civil penalty under 12 U.S.C. § 1833a (up to \$1,000,000), and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729-3733.

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

FRANCHISOR:

FRANCHISEE:

REV'D FRANCHISING LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**REV'D Franchising LLC
Franchise Disclosure Document**

Exhibit B

Financial Statements

REV'D FRANCHISING LLC

AUDITED FINANCIAL STATEMENTS

**As of December 31, 2023 and for the Period From
September 6, 2023 (date of inception) through
December 31, 2023**

REV'D FRANCHISING LLC

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INDEPENDENT AUDITOR'S REPORT

To the Members
of Rev'd Franchising LLC

Opinion

We have audited the accompanying financial statements of Rev'd Franchising LLC (a Delaware limited liability company) (the "Company"), which comprise the balance sheet as of December 31, 2023, and the related statements of operations and members' deficit, and cash flows for the period from September 6, 2023 (date of inception) through December 31, 2023, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023, and the results of its operations and its cash flows for the period from September 6, 2023 (date of inception) through December 31, 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Substantial Doubt about the Company's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company began operations in 2023, has negative equity and a loss. The Company's ability to continue as a going concern is highly dependent on selling additional franchises and the related party providing financial support and an indication that substantial doubt exists. Management's evaluation of the events and conditions and management's plans regarding those matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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



West Hartford, Connecticut
April 25, 2024

REV'D FRANCHISING LLC
BALANCE SHEET
December 31, 2023

Assets

Current assets

Cash	\$ 2,385
Contract assets	46,000
Total current assets	<u>48,385</u>

Total assets	<u><u>\$ 48,385</u></u>
--------------	-------------------------

Liabilities and Members' Equity

Accrued expenses	\$ 102,010
Due to related party	34,618
Total current liabilities	<u>136,628</u>

Members' Deficit	<u>(88,243)</u>
Total liabilities and members' deficit	<u><u>\$ 48,385</u></u>

REV'D FRANCHISING LLC
STATEMENT OF OPERATIONS
For the Period From September 6, 2023 (date of inception) through
December 31, 2023

Revenues	
Franchise fee revenue	\$ 40,000
Royalty revenue	<u>6,000</u>
Total revenues	46,000
Operating Expenses	
	<u>134,528</u>
Operating loss	<u>(88,528)</u>
Net loss	(88,528)
Contributions	<u>285</u>
Members' Deficit	<u><u>\$ (88,243)</u></u>

REV'D FRANCHISING LLC
STATEMENT OF CASH FLOWS
For the Period From September 6, 2023 (date of inception) through
December 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES

Net loss	\$ (88,528)
Adjustments to reconcile net loss to net cash provided by operating activities:	
(Increase) decrease in operating assets:	
Contract assets	(46,000)
Increase (decrease) in operating liabilities:	
Change in accrued expenses	102,010
Change in other liabilities	34,618
Net cash flows provided by operating activities	<u>2,100</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Contributions	<u>285</u>
Net cash flows provided by financing activities	<u>285</u>
Net increase in cash and cash equivalents	2,385
Cash, beginning of period	-
Cash, end of period	<u><u>\$ 2,385</u></u>

REV'D FRANCHISING LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023

NOTE 1 – ORGANIZATION

Rev'd Franchising LLC (the "Company") is a limited liability company, which was incorporated on September 6, 2023, pursuant to the Delaware General Corporation Laws. The Company is authorized and empowered to carry out the business of selling franchises throughout the world for the operation of indoor cycling studios.

As shown in the accompanying balance sheet, the Company has a member's deficit of \$88.243 and a working capital deficit of \$88,243 and relies on the Company's related party, Rev'd Indoor Cycling, LLC (RIC) to pay for its expenses. The above conditions raise substantial doubt about the Company's ability to continue as a going concern within one year after the date the balance sheet is issued. Management is concentrating on selling additional franchise locations which will provide them with the cash flow to increase the profitability of the Company and remove the deficits. The balance sheet does not include any adjustments relating to the recoverability and classification of recorded asset amounts or amounts of liabilities that might be necessary should the Company be unable to continue in existence. In the first quarter of 2024, the Company received a capital infusion from an investor of \$50,000 and has sold one an additional franchise in April 2024.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) and accordingly reflect all significant receivables, payables, and other liabilities. Revenues are recorded in the period earned and expenses are recorded in the period incurred.

Use of estimates

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

Cash

The Company considers all highly liquid investments with an original maturity of three months or less to be cash for the purpose of determining cash flows.

The Company maintains cash in financial institutions with insurance provided by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Company had no bank balances in excess of the maximum amounts allowed for FDIC coverage at December 31, 2023.

REV'D FRANCHISING LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Adopted Accounting Guidance

Allowance for Credit Losses

In June 2016, the FASB issued guidance FASB ASC 326 "*Measurement of Credit Losses on Financial Instruments*" (FASB ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the company that are subject to the guidance in FASB ASC 326 were trade accounts receivable. We adopted the standard effective September 6, 2023. The impact of the adoption was not considered material to the financial statements and primarily resulted in new/enhanced disclosures only.

The Company writes off receivables when there is information that indicates the debtor is facing significant financial difficulty and there is no possibility of recovery. If any recoveries are made from any accounts previously written off, they will be recognized in income or an offset to credit loss expense in the year of recovery, in accordance with the entity's accounting policy election. The total amount of write-offs was \$0 for the period from September 6, 2023 (date of inception) through December 31, 2023.

Accounts receivable, advances and loans are due from franchisees unless noted as due from members or related parties. To reduce credit risk, the Company reserves the right to terminate franchise agreements for nonpayment of amounts owed or an inability to meet development schedules.

Income taxes

The Company is treated as a partnership for U.S. federal income tax purposes. No provision for federal or state income taxes has been recorded in these financial statements because the members are personally liable for such taxes on their individual income tax returns.

The Company follows FASB Accounting Standards Codification (ASC) 740-10 "*Accounting for Income Taxes*", which provides guidance for uncertainty in income taxes recognized in the Company's financial statements. Using that guidance, tax positions initially need to be recognized in the financial statements when it is more-likely-than-not the position will be sustained upon examination by tax authorities. As of December 31, 2023, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

Revenue recognition

Revenue is derived from two areas: initial franchise fees relating to newly signed franchise agreements and ongoing royalties charged to franchisees based on their sales.

REV'D FRANCHISING LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Initial franchise fee revenue

When an individual franchise is sold, the Company has the responsibility to provide additional training and development services to the franchisee. The franchise agreements require the franchisee to pay an initial, non-refundable fee of \$40,000. Initial franchise fees for new studios are deferred until the studio is opened which is when the performance obligation is satisfied. Actual studio openings can occur up to several years after receipt of the initial franchise fee.

A franchisee may pay a renewal franchise fee and renew its franchise for an additional term. Renewal franchise fees are recognized as revenue upon receipt of the non-refundable fee and execution of a new franchise agreement as the performance obligation for the franchisee has been satisfied after the first store has opened.

Royalty revenue

Royalties are recognized as income immediately when the underlying franchisee sales occur as the performance obligation has been satisfied unless there is significant uncertainty concerning the collectability of such revenue. Royalties are calculated at a fixed percentage of 7% of gross franchisee sales with a minimum flat amount of \$2,000 per month, whichever is greater, as set forth in the individual franchise agreements.

Contract Assets and Liabilities

Contract assets represent costs in obtaining franchisee contracts that have been capitalized and will be recognized over the term of the contract. Contract liabilities represent initial franchisee fees which have been deferred and will be recognized as the Company satisfies performance obligations over the term of each contract.

Advertising

The Company expenses advertising costs as incurred. Total franchise advertising expense for the period from September 6, 2023 (date of inception) through December 31, 2023 was \$10,312.

Equity Distributions

Equity distributions are recognized in the year of distribution.

Subsequent events

Management has evaluated subsequent events through April 25, 2024, which is the date the financial statements were available to be issued.

REV'D FRANCHISING LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023

NOTE 3 – FRANCHISE FEE AND ROYALTY REVENUE AND RECEIVABLE

The Company sold 1 initial franchise during 2023. The number of franchises opened and in operation was 1 during 2023.

Pursuant to ASU No. 2021-02, "*Franchisers – Revenue from Contracts with Customers*" ("ASU 2021-02") the Company has adopted the practical expedient that permits franchisors to account for pre-opening services provided to a franchise as distinct from the franchise license if the services are consistent with those included in a predefined list within the ASU 2021-02. As such, the Company recognizes revenue for initial franchise fees as certain pre-opening services are completed. The Company has distinguished separate milestones for the acceptance of the agreement (the franchise license), the assistance in the selection of a site, assistance obtaining and preparing facilities, and training of the franchisee personnel leading up to the opening. Franchise revenue that has been received in excess of the amount attributed to the completed milestones is recorded in deferred franchise fee revenue. These amounts are included in franchise fee revenue on the statements of operations.

As the Company satisfies the above performance obligations, the allocated amount per obligations is recognized as income in the period the performance obligation was satisfied. The remaining revenue continues to be considered deferred until the next performance obligation is met.

Below is a schedule detailing contract assets related to accounts receivable for the period from September 6, 2023 (date of inception) through December 31, 2023, as well as a summary of revenue recognized over time as opposed to a point-in-time. Revenue recognized over time represents franchise revenue, as this revenue stream is recognized based on performance obligations satisfied over the course of the store development. All other revenue is recognized as point-in-time, as it is considered earned when collected.

Contract assets	\$ 46,000
Revenue recognized over time	\$ 40,000
Revenue recognized point-in-time	\$ 6,000

According to the terms of the franchise agreements, the Company is entitled to a royalty from active franchisees equal to a fixed percentage of 7% of gross franchisee sales with a minimum flat amount of \$2,000 per month, whichever is greater, as set forth in the individual franchise agreements. Revenue earned as royalties is recorded as royalty revenue on the statements of operations.

NOTE 4 – CONCENTRATIONS AND ECONOMIC DEPENDENCY

As of December 31, 2023, the Arizona franchise was the sole active franchised location.

REV'D FRANCHISING LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023

NOTE 5 – RELATED PARTY TRANSACTIONS

RIC, is a related party, which has the same owners as the Company. As the franchisor is in its early stages, they do not have the cash to be self-sufficient as they work to sell franchises. As such, the related party pays for expenses on the franchisor's behalf and records the balance to the RIC account. This account acts as the due to/from account for the related party. As the Company sells franchises and generates cash through franchise fees and royalties, they plan to become self-sufficient and pay off the related party balance.

GAAP provides a framework for identifying variable interest entities (VIEs) and determining when a company should include the assets, liabilities, non- controlling interests, and results of activities of a VIE in its consolidated financial statements. In general, a VIE is a corporation, partnership, limited-liability corporation, trust, or any other legal structure used to conduct activities or hold assets that (1) has an insufficient amount of equity to carry out its principal activities without additional subordinated financial support, (2) has a group of equity owners that are unable to direct the activities of the entity that most significantly impact its economic performance, or (3) has a group of equity owners that do not have the obligation to absorb losses of the entity or the right to receive returns of the entity.

A VIE should be consolidated if a party with an ownership, contractual, or other financial interest in the VIE that is considered a variable interest (a variable interest holder) has the power to direct the VIE's most significant activities and the obligation to absorb losses or right to receive benefits of the VIE that could be significant to the VIE. A variable interest holder that consolidates the VIE is called the primary beneficiary. Upon consolidation, the primary beneficiary generally must initially record all of the VIE's assets, liabilities, and noncontrolling interests at fair value and subsequently account for the VIE as if it were consolidated based on majority voting interest.

In December 31, 2023, the Company's variable interest in RIC was evaluated against the criteria for consolidation. It was determined that the Company is not the primary beneficiary of RIC because the Company lacks the power to direct the activities of RIC that most significantly influence its economic performance. During 2023, the power to direct the activities of RIC was shared by three individual members and required the consent of at least two of the members in making the decisions about the activities that significantly impacted its performance. Therefore, consolidation of RIC into the Company's financial statements is not required.

THE FOLLOWING FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

10:52 AM
06/13/24
Cash Basis

Rev'd Franchising LLC
Balance Sheet - Unaudited
As of April 30, 2024

	Apr 30, 24
ASSETS	
Current Assets	
Checking/Savings	
Chase Checking #2017	152,785.65
Total Checking/Savings	152,785.65
Other Current Assets	
Franchise Fee Receivable	80,000.00
Royalty Fee Receivable	14,034.98
Total Other Current Assets	94,034.98
Total Current Assets	246,820.63
TOTAL ASSETS	246,820.63
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Expenses	11,752.50
Due to Member	100.00
Due to Rev'd Indoor Cycling	12,760.12
Owed to Franchise	110,000.00
Total Other Current Liabilities	134,612.62
Total Current Liabilities	134,612.62
Long Term Liabilities	
Loan Payable - Long Term	
Ferreira	50,000.00
Total Loan Payable - Long Term	50,000.00
Total Long Term Liabilities	50,000.00
Total Liabilities	184,612.62
Equity	
Member 1 Equity - CS III	85.00
Member 1 Equity - CS IV	100.00
Member 1 Equity - MS	100.00
Retained Earnings	-3,300.96
Net Income	65,223.97
Total Equity	62,208.01
TOTAL LIABILITIES & EQUITY	246,820.63

10:52 AM
06/13/24
Cash Basis

Rev'd Franchising LLC
Profit & Loss - Unaudited
January through April 2024

	Jan - Apr 24
Ordinary Income/Expense	
Income	
Franchise Fee Income	80,000.00
Royalty Fee Income	8,034.98
Total Income	88,034.98
Expense	
Bank Service Charges	142.50
Meals	1,159.32
Office Expense	17.56
Public Relations	5,000.00
Rent Expense	6,305.68
Training Expense	732.19
Travel Expense	
Airfare	4,086.02
Hotels	3,715.64
Insurance - Travel	496.37
Transportation	1,155.73
Total Travel Expense	9,453.76
Total Expense	22,811.01
Net Ordinary Income	65,223.97
Net Income	65,223.97

REV'D Franchising LLC
Franchise Disclosure Document

Exhibit C

List of Franchisees

I. Current Franchisees (as of December 31, 2023)

State	City	Name of Operator	Studio Address	School Phone Number
Arizona	Tempe	Katie Peterson	149 S. Farmer Ave., #101 Tempe, AZ 85281	(480) 534-4180

II. Former Franchisees (from January 1, 2023 to December 31, 2023)

None.

**REV'D Franchising LLC
Franchise Disclosure Document**

Exhibit D

Table of Contents of the Manual

Table of Contents of the Manual:

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**REV'D Franchising LLC
Franchise Disclosure Document**

Exhibit E

Sample Mutual General Release

REV'D Franchising LLC

SAMPLE MUTUAL GENERAL RELEASE

[may be signed as a part of a transfer or renewal agreement – actual language may vary]

We and our owners, successors, representatives, assigns, and affiliates release and forever discharge you, any guarantors, and your and their owners, successors, representatives, assigns, and affiliates of and from any known or unknown obligations, liabilities, losses, damages, claims, actions, suits, proceedings, investigations, demands, assessments, judgments, costs, and causes of action that we now have, have had at any time, or may have at any time arising prior to and including the date of this *[renewal][transfer]* except as otherwise stated in this *[renewal][transfer]*.

You, any guarantors, your and their owners, successors, representatives, assigns, and affiliates release and forever discharge us and our owners, successors, representatives, assigns, affiliates, officers, managers, employees, and agents of and from any known or unknown obligations, liabilities, losses, damages, claims, actions, suits, proceedings, investigations, demands, assessments, judgments, costs, and causes of action that you or any guarantor now have, have had at any time, or may have at any time arising prior to and including the date of this *[renewal][transfer]* except as otherwise stated in this *[renewal][transfer]*. You and any guarantors represent that no third party claims an interest in any claim released by this Mutual General Release.

All parties to this Mutual General Release expressly agree to execution of this Mutual General Release by electronic means and that such execution will be legally binding and enforceable as an “electronic signature” and the legal equivalent of a handwritten signature.

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

REV'D Franchising LLC

By: _____

Name: _____

Title: _____

Date: _____

REV'D Franchising LLC
Franchise Disclosure Document

Exhibit F

State Addenda

The following modifications are to the REV'D Franchising LLC Franchise Disclosure Document and may supersede certain portions of the Franchise Agreement dated _____, 20____ and any other agreements related to the franchise relationship (collectively, the "Agreements").

The following is applicable to you only if you are covered by the franchise law of the referenced state. If that law is applicable, see the last page of this Exhibit F for your required signature.

CALIFORNIA

1. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the Commissioner.

2. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Franchise Disclosure Document.

3. Neither we, nor any person or franchise broker disclosed in Item 2 of the Franchise 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.

4. Item 6 of the Franchise Disclosure Document is amended to state that the highest applicable interest rate allowed by law in California is 10% annually.

5. Item 17 of the Franchise Disclosure Document is hereby supplemented by the addition of the following language at the end of the Item:

No statement, questionnaire, or acknowledgement 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.

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

7. 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.).

8. 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.

9. The Franchise Agreement require application of the law of Massachusetts. This provision may not be enforceable under California law.

10. The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

11. The Franchise Agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code Section 31512, this provision is not enforceable in California for any claims you may have under the California Franchise Investment Law.

12. Section 21.2 of the Franchise Agreement (entitled “No Warranties or Guarantees”) is hereby deleted in its entirety.

13. Section 24 of the Franchise Agreement (entitled “Entire Agreement”) is hereby deleted in its entirety and replaced with the following language:

This Agreement, the attachments hereto, and the documents referred to herein constitute the entire agreement between Franchisor and Franchisee concerning the subject matter hereof and supersede any prior agreements. Except for those permitted to be made unilaterally by Franchisor, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

14. Sections 27.1, 27.2, and 27.3 of the Franchise Agreement, under the heading “Acknowledgments,” are hereby deleted in their entirety.

15. Section 31125 of the California Corporation Code requires us to give you a disclosure document, in the form and containing the information as the Commissioner may by rule or order require, before we ask you to consider a proposed material modification of your Franchise Agreement.

16. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

MARYLAND

Item 17 of the Franchise Disclosure Document is hereby supplemented by the addition of the following language at the end of the Item:

No statement, questionnaire, or acknowledgement 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.

Sections 27.1, 27.2, and 27.3 of the Franchise Agreement, under the heading “Acknowledgments,” are deleted in their entirety.

The Franchise Disclosure Document and Franchise Agreement are each amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Franchise Disclosure Document and the applicable sections of the Franchise Agreement are amended to state that the general release required as a condition of renewal, sale, and assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Franchise Disclosure Document and the applicable sections of the Franchise Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise. This limitation of claims provision shall not act to reduce the three-year statute of limitations afforded to you for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Franchise Disclosure Document and the applicable sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The Franchise Disclosure Questionnaire, included in the Franchise Disclosure Document as Exhibit J, is deleted in its entirety.

OHIO

In recognition of the requirements of the Ohio Business Opportunity Purchasers Protection Act, Ohio Revised Code §1334.01 et seq., the parties to the attached REV'D Franchising LLC Franchise Agreement ("Franchise Agreement") agree as follows:

1. Section 27 of the Franchise Agreement, entitled "Acknowledgements," shall be amended by adding the following language at the end of the Section:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this Agreement. See the attached notice of cancellation for an explanation of this right.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Ohio Business Opportunity Purchasers Protection Act, with respect to each such provision, are met independent of the Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[Notice of Cancellation form (in duplicate) follows]

Notice of Cancellation

_____, 20 ____

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this Agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to REV'D Franchising LLC at 81 Legacy Boulevard, Suite 2, Dedham, Massachusetts 02026, or send a fax to REV'D Franchising LLC at _____, or an e-mail to REV'D Franchising LLC at _____, not later than midnight of _____, 20 ____.

I hereby cancel this transaction.

_____, 20 ____
(Date)

(Purchaser's signature)

(Print name)

Notice of Cancellation

_____, 20 ____

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this Agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to REV'D Franchising LLC at 81 Legacy Boulevard, Suite 2, Dedham, Massachusetts 02026, or send a fax to REV'D Franchising LLC at _____, or an e-mail to REV'D Franchising LLC at _____, not later than midnight of _____, 20 ____.

I hereby cancel this transaction.

_____, 20 ____
(Date)

(Purchaser's signature)

(Print name)

RHODE ISLAND

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act.” The Disclosure Document and Franchise Agreement are amended accordingly to the extent required by law.

Item 17 of the Franchise Disclosure Document is hereby supplemented by the addition of the following language at the end of the Item:

No statement, questionnaire, or acknowledgement 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.

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document shall be amended by adding the following statement to Item 17(h):

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement or Development Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Item 17 of the Franchise Disclosure Document is hereby supplemented by the addition of the following language at the end of the Item:

No statement, questionnaire, or acknowledgement 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.

* * *

[Acknowledgement page follows]

ACKNOWLEDGMENT:

If any one of the preceding Addenda for specific states (each an “Addendum”) is checked as an “Applicable Addenda” below, then that Addendum shall be incorporated into the Franchise Disclosure Document; the Franchise Agreement dated _____, 20____; and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of the Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement, or other specified agreement(s), the terms of the Applicable Addenda shall control.

Applicable Addenda:

☐ California	☐ Ohio	☐ Virginia
☐ Maryland	☐ Rhode Island	

DATED this _____ day of _____, 20____.

REV'D FRANCHISING LLC

By: _____

Title: _____

FRANCHISEE

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

(MUST BE SIGNED BY ALL OWNERS AND MANAGERS OF AN ENTITY FRANCHISEE)

REV'D Franchising LLC
Franchise Disclosure Document

Exhibit G

List of Certain State Regulatory Authorities and Registered Agents

STATE	AGENTS FOR SERVICE OF PROCESS	REGULATORY AUTHORITIES
CALIFORNIA	Commissioner of Financial Protection and Innovation: Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (866)-275-2677 Sacramento: 2101 Arena Blvd. Sacramento, CA 95834 (866) 275-2677 San Francisco: One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (866) 275-2677 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov	California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (866) 275-2677 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov
CONNECTICUT	Banking Commissioner Department of Banking Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299	Banking Commissioner Department of Banking Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299
FLORIDA	[Not applicable]	Senior Consumer Complaint Analyst Department of Agriculture and Consumer Services Division of Consumer Services 2005 Apalachee Parkway Tallahassee, Florida 32399-6500 (850)-922-2966 or (850) 488-2221

STATE	AGENTS FOR SERVICE OF PROCESS	REGULATORY AUTHORITIES
HAWAII	Commissioner of Securities Hawaii Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Business Registration Division Hawaii Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62701 (217) 782-1090	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62701 (217) 782-1090
INDIANA	Secretary of State Administrative Offices of the Secretary of State 302 West Washington Street, E-111 Indianapolis, IN 46204 (317) 232-6681	Securities Commissioner Securities Division 302 West Washington Street, E-111 Indianapolis, IN 46204 (317) 232-6681
IOWA	[Not applicable]	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, IA 50319-0066 (515) 281-4441
MARYLAND	Maryland Securities Commissioner Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, MI 48913 (517) 373-7117	Franchise Administrator Michigan Department of Attorney General Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, MI 48913 (517) 373-7117
MINNESOTA	Commissioner of Commerce Minnesota Department of Commerce 85 Seventh Place East, Suite 500 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Department of Commerce 85 Seventh Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-6328

STATE	AGENTS FOR SERVICE OF PROCESS	REGULATORY AUTHORITIES
NEBRASKA	[Not applicable]	Staff Attorney Department of Banking and Finance Commerce Court 1200 N Street, Suite 311 PO Box 95006 Lincoln, NE 68509 (402) 471-3445
NEW YORK	Secretary of State 99 Washington Avenue Albany, NY 12231	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222
NORTH DAKOTA	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol, 14 th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, 14 th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street NE, Room 410 Salem, OR 97310 (503) 378-4387
RHODE ISLAND	Director of Rhode Island Department of Business Regulation Division of Securities 1511 Pontiac Avenue John O. Pastore Complex, Building 69-1 Cranston, RI 02920 (401) 462-9527	Associate Director and Superintendent of Securities Division of Securities 1511 Pontiac Avenue John O. Pastore Complex, Building 69-1 Cranston, RI 02920 (401) 462-9527
SOUTH DAKOTA	Director of the Division of Securities Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Franchise Administrator Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563

STATE	AGENTS FOR SERVICE OF PROCESS	REGULATORY AUTHORITIES
TEXAS	[Not applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
UTAH	[Not applicable]	Division of Consumer Protection Utah Department of Commerce 160 East Three Hundred South P.O. Box 45804 Salt Lake City, UT 84114 (801) 530-6601
VIRGINIA	Clerk of the State Corporation Commission 1300 East Main Street, First Floor Richmond, VA 23219 (804) 371-9733	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, Ninth Floor Richmond, VA 23219 (804) 371-9051
WASHINGTON	Director Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater WA 98501 (360) 902-8760	Administrator Department of Financial Institutions P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760
WISCONSIN	Wisconsin Commissioner of Securities P.O. Box 1768 345 West Washington Ave., 4 th Floor Madison, WI 53703 (608) 261-9555	Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission 345 West Washington Ave. 4 th Floor Madison, WI 53703 (608) 261-9555
FEDERAL TRADE COMMISSION	[Not applicable]	Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Pennsylvania Avenue at 6th Street, NW Washington, D.C. 20580 (202) 326-3128

REV'D Franchising LLC
Franchise Disclosure Document

Exhibit H

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This 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	<i>Pending</i>
Maryland	<i>Pending</i>
Rhode Island	<i>Pending</i>
Virginia	<i>Pending</i>

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.

**REV'D Franchising LLC
Franchise Disclosure Document**

Exhibit I

Receipt of Disclosure Document

Receipt
(Our Copy)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If REV'D Franchising LLC offers you a franchise, REV'D Franchising LLC must provide this disclosure document to you at least fourteen calendar days (or longer in some states) 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 and Rhode Island require that REV'D Franchising LLC give you this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan also requires that REV'D Franchising LLC give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If REV'D Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and to the relevant state agency listed in Exhibit G.

Our employed franchise sellers are Meaghan St Marc and Clyde Simms IV, whose names are listed in Item 2 above, and whose address and telephone number are REV'D Franchising LLC, 81 Legacy Boulevard, Suite 2, Dedham, Massachusetts 02026, (718) 420-4859.

Issuance Date: June 7, 2024.

Exhibit G is a list of REV'D Franchising LLC's registered agents authorized to receive service of process.

I received the disclosure document dated June 7, 2024, that included the following Exhibits:

- Exhibit A Franchise Agreement
- Exhibit B Financial Statements
- Exhibit C List of Franchisees
- Exhibit D Table of Contents of the Manual
- Exhibit E Sample Mutual General Release
- Exhibit F State Addenda
- Exhibit G List of Certain State Regulatory Authorities and Registered Agents
- Exhibit H State Effective Dates
- Exhibit I Receipt of Disclosure Document

[Signature page follows]

SIGNED: _____

DATE SIGNED: _____

NAME (please print)

Address

SIGNED: _____

DATE SIGNED: _____

NAME (please print)

Address

SIGNED: _____

DATE SIGNED: _____

NAME (please print)

Address

SIGNED: _____

DATE SIGNED: _____

NAME (please print)

Address

Please sign and date this Receipt with the date that you received the disclosure document. All owners of an entity franchisee, or two authorized officers, must review all documents and sign individually and on behalf of any legal entity. Attach additional signatures or use additional receipts if necessary.

RETURN THIS COPY TO US

REV'D Franchising LLC
81 Legacy Boulevard, Suite 2,
Dedham, Massachusetts 02026

Receipt
(Your Copy)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If REV'D Franchising LLC offers you a franchise, REV'D Franchising LLC must provide this disclosure document to you at least fourteen calendar days (or longer in some states) 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 and Rhode Island require that REV'D Franchising LLC give you this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan also requires that REV'D Franchising LLC give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If REV'D Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and to the relevant state agency listed in Exhibit G.

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- Exhibit H State Effective Dates
- Exhibit I Receipt of Disclosure Document

[Signature page follows]

SIGNED: _____

DATE SIGNED: _____

NAME (please print)

Address

SIGNED: _____

DATE SIGNED: _____

NAME (please print)

Address

SIGNED: _____

DATE SIGNED: _____

NAME (please print)

Address

SIGNED: _____

DATE SIGNED: _____

NAME (please print)

Address

Please sign and date this Receipt with the date that you received the disclosure document. All owners of an entity franchisee, or two authorized officers, must review all documents and sign individually and on behalf of any legal entity. Attach additional signatures or use additional receipts if necessary.

KEEP THIS COPY FOR YOUR RECORDS