IRON TRIBE FRANCHISE, LLC

FRANCHISE AGREEMENT

EFFECTIVE AS OF: 07/18/2012

TABLE OF CONTENTS

1. Grant of License 1
2. Fees and Payment 3
3. Location 5
4. General Operational Requirements 8
5. Vendors and Suppliers 10
6. Computer and Camera Systems 11
7. Advertising, Marketing, Promotions, and Displays 11
8. Training, Assistance and Annual Convention 16
9. Records and Reporting 17
10. Franchisee Covenants 18
11. Term of Agreement; Successor Agreement 20
12. Modifications for Successor Agreements 21
13. Transfer 22
14. Death or Incapacity of Franchisee 25
15. Indemnification and Insurance 26
16. Termination 28
17. Dispute Resolution. 30
18. Definitions 31
19. Franchisee Representations and Warranties 32
20. General Provisions 33

EXHIBIT A: LICENSED MARKS
EXHIBIT B: LOCATION
EXHIBIT C: GUARANTY OF PERFORMANCE
EXHIBIT D: OWNER COVENANTS AGREEMENT
EXHIBIT E: FORM OF CONDITIONAL ASSIGNMENT OF LEASE
EXHIBIT F: FRANCHISEE QUESTIONNAIRE

FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is entered into and effective the ___ of _____, 20___ (the "Effective Date") by and between Iron Tribe Franchise, LLC, an Alabama limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

RECITALS

A. Franchisor and its affiliates have developed a confidential and proprietary system for operating a group oriented fitness and gym business using methods, procedures, and techniques developed by Franchisor and its affiliates and associated by the public with the primary name "Iron Tribe Fitness," a registered U.S. trademark of Franchisor's affiliate, and other commercial symbols and trade dress collectively used to promote the system.

B. The system, utilizing optimal equipment and labor overhead, includes fitness and nutrition training, standards, specifications and procedures for the operation of a gym business, marketing and advertising, an interactive website, an extensive computer and camera system for monitoring and reporting, a food, snack, and supplement line, approved apparel and a proven method for training coaches.

C. Franchisor and its owner and affiliates have devoted considerable time and expense to the development and refinement of its system and the goodwill associated with its marks, and Franchisor desires to license the non-exclusive use of that system and marks to franchisees. Iron Tribe Fitness gyms use Franchisor's methods, procedures, standards, specifications and Marks (the "System").

D. Franchisee has investigated and evaluated Franchisor's system and marks, and recognizing them to be tools for establishing and operating an Iron Tribe Fitness business, Franchisee wishes to license the non-exclusive use of Franchisor's system and marks at a location identified in this Agreement, and to establish and operate its own business based on Franchisor's system.

NOW THEREFORE, in exchange for the covenants and promises herein, and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. GRANT OF LICENSE

1.1. Grant. Franchisor grants to Franchisee, and Franchisee accepts from Franchisor, the non-exclusive right and license, for the Term of this Agreement, to establish and operate a business that Franchisee holds out as associated with the Marks and that operates according to this Agreement, the System, and the Manual, as amended (the "Franchised Business"). Nothing in this Agreement gives Franchisee any other right, title or interest in any of the Marks or the System, which remain the sole and exclusive property of Franchisor.

1.2. Authorized Goods and Services Only. In its operation of the Franchised Business, Franchisee will offer and sell only those goods and services specifically authorized by Franchisor. Franchisor is permitted to add to, modify, or discontinue at any time any of the goods and services that Franchisee is authorized to offer and sell. This grant permits and requires Franchisee to operate the Franchised Business in association with and using the Marks and the System, but not to operate any other business or to undertake any other activities not authorized by Franchisor.

1.3. Location. This Agreement grants Franchisee the right to operate the Franchised Business only at the Location, as identified in Exhibit B. Except as otherwise specified in this Agreement, Franchisor will not grant any other franchisee or licensee the right to operate, and will not itself or through an affiliate operate, the same or similar business as Franchisee in association with the Marks at any location within a radius of up to three (3) miles of the Location as determined by Franchisor.

1.4. Use of Marks. Franchisee will use the Marks only as permitted by Franchisor. Franchisee will not use the Marks or any derivation thereof or confusingly similar mark in the name of Franchisee's corporate entity (if any), in any domain name owned or controlled by Franchisee, or in any email address used by Franchisee or its agents, except with Franchisor's written consent. Franchisee will not use the Marks in any trade name (d/b/a) unless required by law, and Franchisee will promptly notify Franchisor in writing of all trade names registered or used by Franchisee. Franchisee will not use the Marks to incur or secure any obligation or indebtedness. If Franchisee uses the Marks in any way contrary to the terms of this section, then upon request by Franchisor and at Franchisor's option, and without limitation to Franchisor's other remedies, Franchisee will cease that use and cancel all registrations, domain names, and email addresses, or will transfer to Franchisor the rights to those registrations, domain names, and email addresses and will execute all further agreements necessary to carry out that transfer.

1.5. Revisions to Marks. During the Term, Franchisor is permitted to add to, modify, or discontinue any of the Marks, and any changes will be deemed agreed-upon modifications to Exhibit A upon Franchisee's receipt of written notice identifying the change. If Franchisor makes any such changes, Franchisee will promptly adopt, discontinue, or modify the Marks in the Franchised Business at Franchisee's sole expense.

1.6. System and Manual Changes. Franchisor is permitted, by written notice to Franchisee, to add to, delete from, modify, or otherwise change the System and the Manual, including without limitation by adding new or enhanced Services and products, new operational requirements, and new techniques and methods of operation. Franchisor will provide any revisions to Franchisee in a written form of Franchisor's choosing. Franchisee will immediately adopt all revisions that do not require any material expenditure by Franchisee, and will adopt all other revisions within a reasonable time not to exceed thirty (30) days after Franchisee's receipt of the revision.

1.7. Notification of Infringement. If Franchisee learns of any apparent or potential infringement of or challenge or claim relating to any of the Marks, then Franchisee will promptly provide written notice to Franchisor. Franchisee will not communicate with anyone other than

Franchisor and its legal counsel in connection with any infringement, challenge or claim, except as further agreed upon by Franchisee and Franchisor. Franchisor will have sole discretion to take any action it deems appropriate, and will have the exclusive right to control any litigation or other proceeding arising out of any infringement, challenge or claim. Franchisee will execute all documents, render any assistance, and take any actions that, in the opinion of Franchisor, are necessary or advisable to protect and maintain Franchisor's interests in any litigation or other proceeding or otherwise to protect and maintain the interests of Franchisor in the Marks and the rights of all duly authorized franchisees to use the Marks.

1.8. Reserved Rights. For the sake of clarity, and without limitation, Franchisor reserves the right to:

(a) Offer and sell, and authorize others to offer and sell, any goods and services in any location outside of the protected radius around the Location.

(b) Offer and sell, and authorize others to offer and sell, any goods and services in any location, including within the protected radius around the Location: (i) through alternative channels of distribution, including sales on the Internet and in retail locations; or (ii) under any names or trademarks other than the Marks. Franchisee shall share in the profits, as determined by Franchisor, of any merchandise sold through Franchisor's E-Commerce website to customers in Franchisee's Protected Area. For the purposes of this provision, alternative channels of distribution include any channels not explicitly authorized for use by Franchisee under this Agreement or the Manual.

(c) Enter into any agreement with any Athlete to sell or supply to that Athlete any goods or services under the Marks within the protected radius around the Location, except that Franchisee will have the option to sell or supply those goods or services to that Athlete if Franchisee will sell or supply them on the same terms agreed upon by Franchisor.

(d) Merge with, acquire, or be acquired by, including through purchase or sale of substantially all assets, any other person or entity, including any competitor of Franchisor or Franchisee, and continue to conduct in any location any business engaged in by the merging, acquiring, or acquired person or entity, including any business directly competitive with the Franchised Business.

1.9. Value of Marks. Franchisee acknowledges and agrees that that Franchisee's use of the System and Marks and any goodwill established by that use inures solely to the benefit of Franchisor. Franchisee specifically acknowledges that, upon the expiration or the earlier lawful termination of this Agreement for any reason, Franchisee will not receive or be assigned any monetary amount in compensation for Franchisee's loss of use of the Marks.

2. FEES AND PAYMENT

2.1. Initial Fee. In consideration of Franchisor's entering into this Agreement, Franchisee will pay to Franchisor an initial franchise fee (the "Initial Fee") in the amount of thirty-five thousand dollars ($35,000) for your first franchise. Your Initial Fee for any additional

franchises you purchase will be $17,500. Franchisor's entry into and assumption of any obligations under this Agreement is conditioned upon Franchisee's payment in full of the Initial Fee.

2.2. Monthly Fees. No later than the fifteenth (15th) day of each calendar month, Franchisee will pay Franchisor:

(a) A royalty (the "Royalty") in the amount of six percent (6%) of Franchisee's Gross Sales in the preceding calendar month.

(b) In the event any regional or national fund for the System is established by Franchisor, a fee for certain advertising, marketing, and promotional uses (the "Ad Fee") in the amount of one percent (1%) of Franchisee's Gross Sales in the preceding calendar month.

2.3. Form and Manner of Payments. Franchisee will pay Franchisor all one-time or non-periodic fees, including the Initial Fee, in the form of cashier's check or other form of payment acceptable to Franchisor in its sole discretion. Franchisee will pay Franchisor the Royalty, Ad Fee, and any other monthly or regularly recurring fees by electronic funds transfer or other form of payment acceptable to Franchisor in its sole discretion. Franchisee will execute all banking forms, documents, and any other agreements, as set forth in the Manual, and will take all other actions necessary, to facilitate electronic funds transfer payments to Franchisor, and Franchisee authorizes Franchisor to debit Franchisee's account for any amounts due by electronic funds transfer.

2.4. Overdue and Declined Payments. Franchisee will pay Franchisor simple interest on any overdue amount at the rate of twelve percent (12%) per annum. If the payment of any fee is denied or declined by Franchisee's bank or financial institution, or if any other method of payment provided by Franchisee fails to allow Franchisor to receive when due any payment, then Franchisee will reimburse Franchisor for all costs incurred in connection with that denial or decline. At Franchisor's option, Franchisee also will pay Franchisor a late fee in the amount of three percent (3%) of the principal amount due for each instance in which Franchisee fails to make a payment when originally due.

2.5. Payments for Additional Programs. At Franchisor's option, Franchisor will make available additional voluntary programs for goods and services that Franchisee will be permitted to offer to Athletes, subject to Franchisee's compliance with any training and certification required by Franchisor. If Franchisee elects to participate in these voluntary programs, then Franchisee will pay to Franchisor any associated fees in a form and manner acceptable to Franchisor.

2.6. Website and Software Fees. Franchisee agrees to pay all fees assessed by Franchisor or suppliers in connection with the installation and maintenance of the website and software programs.

2.7. Payment of State or Local Taxes Imposed on Franchisor. Franchisee will pay to Franchisor the amount of all sales taxes, use taxes, personal property taxes and similar taxes, that

any taxing authority within Franchisee's state(s) imposes on or seeks to collect from Franchisor on account of Franchisee's Gross Sales or on account of fees collected by Franchisor from Franchisee, but excluding Franchisor's ordinary income taxes or Franchisor's receipts taxes arising out of fees due or paid from Franchisee or Franchisor. Franchisor is permitted to collect from Franchisee any imposed taxes in the same manner as Royalties, or to direct Franchisee to make those payments directly to the applicable taxing authority or authorities.

2.8. Application of Payments. Franchisor is permitted to apply payments from Franchisee in any manner Franchisor chooses against outstanding balances, regardless of how Franchisee designates its payments, except that Franchisor will not apply payments in a manner that unreasonably increases interest or fees on overdue payments.

3. LOCATION

3.1. Operation from Approved Location. Franchisee will operate the Franchised Business exclusively at and from the Location. If known as of the Effective Date of this Agreement, the Location is the premises identified in Exhibit B. If Franchisor and Franchisee have not agreed upon the Location as of the Effective Date, then they will amend Exhibit B once the Location is selected, approved by Franchisor, and acquired by Franchisee pursuant to the provisions below.

3.2. Site Selection and Approval. Franchisee will identify in writing one or more premises that meet any site specifications identified by Franchisor and that Franchisee reasonably believes will be available for purchase or lease by Franchisee. Franchisee will provide Franchisor with any information reasonably requested by Franchisor concerning each candidate site. No later than ten (10) days after receiving all information requested, Franchisor will approve or disapprove in writing each candidate site.

3.3. Site Purchase or Lease. Franchisee is permitted to purchase or lease any candidate site approved in writing by Franchisor for the purpose of constructing the Franchised Business, except that:

(a) Prior to executing any purchase or lease, Franchisee will provide Franchisor with a complete copy of all documents relating to the purchase or lease agreement for Franchisor's review. If Franchisor denies its approval of the purchase or lease agreement for any reason in its sole discretion, then Franchisee will not execute that agreement. Franchisor will issue any such denial in writing no later than ten (10) days after receiving all required documents, and in the absence of any denial, Franchisor will be deemed to have approved the agreement.

(b) If Franchisee is seeking to lease the site, then: (i) Franchisee will use its best efforts to obtain the lessor's execution of a Conditional Assignment of Lease in the form attached to this Agreement as Exhibit E; and (ii) Franchisee will ensure that the lease will permit Franchisee to operate the Franchised Business from the site for the entire Term of this Agreement.

(c) Prior to executing any purchase or lease agreement, Franchisee will ensure that Franchisee's operation of the Franchised Business at the candidate site will not violate any applicable law or regulation, including without limitation any zoning, parking, and use restrictions relating to the site.

(d) Franchisee will promptly provide Franchisor with a finalized and executed copy of any lease agreement entered into for the Location.

3.4. Design, Construction, and Remodeling.

(a) Qualified Personnel. Franchisee will employ qualified personnel to perform all design, construction, and remodeling work at the Location. At Franchisor's request, Franchisee will provide Franchisor with any requested information concerning the personnel employed by Franchisee for design, construction, or remodeling, and Franchisor is permitted to disapprove any of those personnel if Franchisor concludes that they are not reasonably qualified or financially capable of performing that work. At Franchisor's option, Franchisee will employ any design, construction, and remodeling professionals identified by Franchisor.

(b) Design and Plans. Franchisor will provide Franchisee its specifications for construction, remodeling and decorating the location and general floor plans and interior layout and design. Franchisee will submit to Franchisor for approval all construction and design plans for adapting Franchisor's specifications to Franchisee's location, which plans will comply with any requirements identified by Franchisor. Franchisor will review those plans and will approve or disapprove them in writing no later than thirty (30) days after receipt.

(c) Permits and Licenses. Franchisee will obtain and maintain in good standing all licenses, permits and certifications required for lawful construction or remodeling of the Location.

(d) Funding. At Franchisor's request, Franchisee will provide to Franchisor written evidence of Franchisee's funding or funding commitments in a form acceptable to Franchisor, and Franchisee authorizes Franchisor to contact any funding sources directly to discuss all financial aspects of the construction or remodeling of the Location.

(e) Quality of Work. Franchisee will ensure that all design, construction, and remodeling work is performed in a competent and professional manner, and that the finished premises meet all specifications identified by Franchisor.

(f) Progress Reports and Site Visits. Franchisee will provide Franchisor with any progress reports requested by Franchisor during the course of any design, construction, and remodeling work. Franchisor is permitted to visit and inspect the Location at any time during the design, construction, and remodeling process.

(g) Completion. Franchisee's completion of the construction or remodeling process will include the complete construction of the premises at the Location, the installation of all equipment, fixtures, furnishings, and signage required by Franchisor's specifications, the

completion of all carpentry, electrical, painting, and finishing work, and any other preparations necessary to render the Location fit for use for the Franchised Business.

3.5. Opening. Franchisee will notify Franchisor upon completion of all construction and remodeling work, and at Franchisor's option, Franchisor will promptly inspect the Location and identify any additional actions that Franchisee must take to comply with Franchisor's specifications. Franchisee will promptly take any such required actions. Upon Franchisee's final compliance with all specifications and requirements, Franchisor will grant approval for Franchisee to open for business. Franchisee will not open for business until Franchisor has issued that approval, but Franchisee will promptly open for business once Franchisor has issued its approval.

3.6. Schedule. Pursuant to the process defined above, Franchisee will:

(a) Obtain, through purchase or lease, the Location no later than ninety (90) days after the Effective Date.

(b) Complete all design, construction, and remodeling on the Location no later than one hundred fifty (150) days after obtaining the Location through purchase or lease.

(c) Open for business no later than seven (7) days after completing all construction and remodeling on the Location.

3.7. Maintenance and Appearance. Franchisee will maintain the Location in a clean, orderly, and attractive manner at all times when open for business, and will promptly conduct any repairs and replacements necessary to maintain the Location in its original condition, subject to any upgrades or alterations required or approved by Franchisor.

3.8. Upgrades and Alterations. Franchisee will make any additions, alterations, upgrades, repairs and replacements to the Location required by Franchisor at Franchisee's sole expense, including without limitation periodic redecorating, refurbishment, replacement of signs, fixtures or materials, and upgrading of equipment; except that Franchisor will not require major renovations during the first five (5) years after the Effective Date.

3.9. Use of Location. Franchisee will use the Location only for the purpose of operating the Franchised Business, and only according to the standards of operation prescribed and permitted by Franchisor. In particular but without limitation, Franchisee will offer and sell only goods and services permitted by Franchisor at the Location, and Franchisee will allow at the Location only those progress charts, displays, advertisements, and promotional materials authorized by Franchisor.

3.10. Inspections. Franchisee will permit Franchisor or its agents or representatives to enter the Location at any time during normal business hours and with or without prior notice for the purposes of conducting inspections, taking photographs, sampling goods and services (including by using "secret shoppers"), and interviewing employees and Athletes. Franchisee will cooperate fully with Franchisor's agents or representatives by providing any assistance that

those agents or representatives reasonably request, and by allowing those agents or representatives access to every part of the Location and to remove reasonable quantities of products or other goods for purposes of testing or examining samples. Upon notice from Franchisor or its agents or representatives, and without limiting Franchisor's other rights under this Agreement, Franchisee will promptly remedy any deficiencies detected during any inspection.

3.11. No Relocation. Franchisee will not relocate the Franchised Business or operate from any site other than the Location without the written consent of Franchisor.

3.12. No Representation or Warranty Regarding Location. Franchisee acknowledges and agrees that Franchisor's approval of a site candidate and the agreement for Franchisee's purchase or lease of the Location does not constitute, and Franchisee will not assert that it constitutes, any representation, warranty, or guarantee by Franchisor that the Location is adequate or properly zoned or permitted for the purpose of operating the Franchised Business, that the purchase or lease agreement is fair or reasonable, or that Franchisee's operation of the Franchised Business from the Location will be profitable or successful.

4. GENERAL OPERATIONAL REQUIREMENTS

4.1. Compliance with Manual. Without limitation to any other provision in this Agreement, Franchisee will comply with all material provisions of the Manual at all times, including by operating the Franchised Business strictly in accordance with the standards of customer service, safety, cleanliness, environmental care, consistency, training, brand image, advertising, promotion, and management prescribed by Franchisor. Franchisee acknowledges and agrees that, in order to ensure that the System remains competitive and responds to changes in technology, Athlete preference, and other factors, Franchisor is permitted to update, amend, and expand the Manual at any time, and that Franchisee will be bound by any such revisions. Franchisor will make the Manual available to Franchisee in electronic form.

4.2. Revisions to Goods and Services. Franchisor is permitted to add to, modify, or eliminate elements of the authorized goods or services at any time in its sole discretion. Franchisee acknowledges and agrees that Franchisee will offer and sell only the authorized goods and services, and that Franchisor's control over those goods and services and the methods of their delivery is essential to maintaining and improving the reputation and goodwill associated with the Marks. Franchisee will not offer any additional or alternative goods or services without Franchisor's written consent, and Franchisee's submission to Franchisor of any proposal to offer or sell additional goods or services will constitute an assignment of any rights in those goods or services for Franchisor to offer or sell them itself, to make them available to other franchisees, and to make them and any revisions, alterations, or derivations available to Franchisee and any other franchisee. Franchisee will provide all services and goods approved by Franchisor.

4.3. Compliance with Laws. Franchisee will operate the Franchised Business in full compliance with all applicable laws and regulations, including those relating to environmental safety, occupational health and safety, ERISA, workers' compensation, unemployment insurance, and withholding and payment of taxes and fees, and will obtain and maintain all

licenses, permits, and approvals (for itself and its employees and agents) required by the jurisdictions in which Franchisee operates.

4.4. Agreements with Athletes. Prior selling or providing any goods or services to any Athlete, Franchisee will enter into with that Athlete any agreements required by Franchisor in the Manual, and will provide to that Athlete any information or disclosures required by Franchisor. Franchisee will fully comply with any Franchisor Athlete warranty or guarantee program implemented by Franchisor, and Franchisee will not misrepresent or omit to state any required warranty or guarantee. Franchisee will resolve all Athlete complaints and disputes directly with Athletes, and will make every reasonable effort not to involve Franchisor in those disputes.

4.5. Pricing. If Franchisor determines in its sole discretion that it may lawfully direct Franchisee to charge certain prices for goods or services, then Franchisee will charge prices as established by Franchisor in the Manual or otherwise in writing. Otherwise, Franchisee will establish the prices it charges Athletes, and will provide information regarding its prices to Franchisor upon request.

4.6. Forms of Athlete Payment. Franchisee will maintain agreements or arrangements with any financial institution or credit/debit card issuer or sponsor designated by Franchisor, in order that the Franchised Business may accept Athletes' credit cards, debit cards, checks, and other methods of payment designated by Franchisor.

4.7. Operations Manager. Franchisee will appoint, subject to Franchisor's consent, an "Operations Manager" qualified to perform and manage the core operations required for the Franchised Business, and Franchisee will ensure that the operation of the Franchised Business is at all times under the direct control of the Operations Manager or an employee reporting to the Operations Manager during any vacation, illness, or other short-term absence of the Operations Manager. If Franchisee is an individual, then Franchisee is permitted to be the Operations Manager. The Operations Manager will participate personally in the Franchised Business no fewer than five days per week. That participation will include, without limitation, monitoring financial and accounting matters, communicating with Franchisor as needed and as requested by Franchisor, planning and coordinating local advertising activities, interacting with Athletes to ensure that goods and services are provided in a timely and professional manner, ensuring compliance with this Agreement and the standards and requirements established in the Manual, performing or managing all administrative, legal, and operations tasks necessary to operate the Franchised Business, and taking all other measures to manage ongoing operations. Franchisee's appointment of the Operations Manager constitutes Franchisee's consent for the Operations Manager to engage in any communications on Franchisee's behalf with Franchisor, and to bind Franchisee to Franchisor with respect to any agreements, commitments, or consents.

4.8. Hours of Operations. Franchisee will keep the Franchised Business continuously open for business during all hours and days specified by Franchisor in the Manual.

4.9. Equipment Use. Franchisor will provide Franchisee its written specifications for certain equipment, signs and fixtures for the location. Franchisee will obtain and use all equipment required by Franchisor, and will refrain from using any equipment prohibited or not

approved by Franchisor.

4.10. Workout Sessions. Franchisee will use only Franchisor's approved method of instruction in all sessions and classes with Athletes.

4.11. Employees. Franchisor will provide Franchisee with guidelines for the types of employees that Franchisor has found are most successful working in the Franchised Business. Franchisee will maintain at all times a sufficient number of properly trained and competent employees and a proper amount of approved food, snack and supplement items and other goods and supplies to satisfy reasonable Athlete demand, and will enter into with those employees any standard agreements required by Franchisor concerning codes of conduct, use of confidential information or materials, or other matters deemed necessary by Franchisor. Franchisee will require all employees to comply with all applicable provisions of the Manual, including those relating to appearance, uniforms, communications with Athletes, and procedures for performing any services. Franchisee will conduct regular evaluations of all employees pursuant to any evaluation program prescribed by Franchisor. Franchisee will comply with all agreements with its employees and will make when due all payments to employees required by agreement or by law. Franchisee's coaches shall complete the ITF in-house coaches' certification.

4.12. Agreements with Other Parties. Franchisee will advise all third parties that Franchisee is an independent contractor and that all debts, liabilities and obligations incurred by it are for the account of Franchisee only and not Franchisor, and will identify Franchisee as an "Independently owned and operated franchisee of "Iron Tribe Franchise, LLC" on all invoices, agreements, and correspondence.

4.13. Minimum Working Capital. Franchisee will have $30,000 of working capital at opening.

4.14. Ensuring Franchisee Compliance. Without limitation to any other right or remedy herein, Franchisor is permitted to take any reasonable measures to ascertain and ensure Franchisee's compliance with all requirements of this Agreement and the Manual.

5. VENDORS AND SUPPLIERS

5.1. Designated Sources of Goods, Services, Supplies, Materials, and Equipment. Franchisee will use all vendors and suppliers, which may include Franchisor or an affiliate of Franchisor, that Franchisor designates as a required source for any goods, services, supplies, materials, and equipment. Franchisor is permitted to receive any payment or benefit from any vendors or suppliers resulting from any Franchisee purchase or lease, and Franchisor and its affiliates are permitted to obtain a reasonable profit from any goods, services, supplies, materials, or equipment provided by Franchisor or its affiliates. If Franchisor receives any direct payment or benefit from Franchisee's purchase or lease from a vendor or supplier, then Franchisor will disclose that payment or benefit to Franchisee on a periodic basis if that payment or benefit is not already apparent or known to Franchisee.

5.2. Payments to Third Parties. Franchisee will pay all vendors, suppliers, landlords,

lessors, government agencies, and other third parties all amounts when due without liability to Franchisor. Upon Franchisor's request, Franchisee will provide Franchisor with proof of payment to third parties. Franchisee acknowledges and agrees that any failure to pay suppliers timely will damage Franchisor's reputation and the reputation of other franchisees, and in the event of such failure, Franchisor will have the right, but not the obligation, to pay all or any portion of the sum due, together with accrued interest and penalties, and to collect reimbursement from Franchisee. Franchisee consents to Franchisor's directly contacting and obtaining any information from any current or former supplier, vendor, or lessor of Franchisee at any time.

6. COMPUTER AND CAMERA SYSTEMS

6.1. Computerized Point-of-Sale System. Franchisee will purchase, maintain, and service any computerized point-of-sale system designated by Franchisor for operation of the Franchised Business, including any accompanying computers, modems, credit/debit card readers, cash drawers, receipt printers, and other associated equipment. Franchisee will purchase and pay for upgrades or new software as required by Franchisor from time to time in Franchisor's sole discretion.

6.2. Hardware and Internet Access. Franchisee will obtain and maintain sufficient and operable computer hardware, software, and internet access: (i) to provide for continuous access to any proprietary intranet system designated by Franchisor for communications between Franchisor and Franchisee and to any web-based software designated by Franchisor; (ii) to allow Franchisor to access Franchisee's computerized data; and (iii) to perform all other operations required by the Manual. Franchisee will not allow any unauthorized person to access any proprietary intranet or other computerized systems.

6.3. Data Access. Franchisee grants Franchisor unlimited access to the data generated by Franchisee's computerized point of sale system, and will permit Franchisor to poll via electronic connection Franchisee's computer systems in order to compile sales data, consumer trends, food and labor costs, and any other financial and marketing information Franchisor deems appropriate.

6.4 Email. Franchisee must at all times have email/high speed internet access capabilities at the Location.

6.5 Camera System. Franchisee will purchase, install and maintain the camera system specified by Franchisor. Such system shall be turned on and operational at all times during the term of this Agreement and shall be accessible to Franchisor for monitoring on the Internet or otherwise.

7. ADVERTISING, MARKETING, PROMOTIONS, AND DISPLAYS

7.1. Ad Program. Upon ninety (90) days written notice to Franchisee, Franchisor will have the right to establish, maintain and administer a regional or national advertising, marketing, and promotions program (the "Ad Program") for advertising, marketing and promotions selected

by Franchisor in its sole discretion. Franchisor will use the Ad Fee payments made by Franchisee for the Ad Program, along with payments from other franchisees, which payments from other franchisees may vary from those made by Franchisee. Franchisor will use the Ad Program for media placement, commissions, market research, creative and production costs, artwork, printing, and any other costs, expenses, or compensation reasonably related to advertising, marketing, or promotions. Franchisor is permitted to perform any Ad Program functions itself through its employees, representatives, agents, or affiliates, in which case Franchisor is permitted to compensate itself or its affiliate from Ad Fee payments for the reasonable cost of performing those functions, including reasonable allocations of overhead and administrative expenses.

7.2. No Specific Ad Program Allocation Required. Franchisee acknowledges and agrees that the purpose of the Ad Program is to maximize general public recognition and patronage of the goods and services offered by franchisees and to build the value of the Marks for Franchisor and all franchisees. Franchisor has no obligation to ensure that Franchisee benefits directly or on a pro rata basis from the placement or conduct of advertising, marketing, or promotional activities, and Franchisee's own benefits will vary depending on its proximity to other franchisees, the competition from other industry operators in Franchisee's area or region, the types of media reasonably available and the costs of those media, and other factors.

7.3. Ad Program Accounting. In connection with the Ad Program: (i) Franchisor will account for the Ad Program separately from other Franchisor accounts or assets (but is not required to maintain a separate bank account); (ii) if requested by Franchisee, Franchisor will make available an unaudited annual statement of operations for the Ad Program, with any cost of preparing that statement to be paid from Ad Fee payments; and (iii) Franchisor is permitted to establish a separate entity to receive payments and administer the Ad Program with comparable rights and restrictions established in this Agreement, in which case Franchisor is permitted to require Franchisee to submit Ad Fee payments directly to that separate entity.

7.4. Initial Marketing. In addition to other fees required under this Agreement, Franchisee will spend for initial marketing Four Thousand Dollars ($4,000) (the "Initial Marketing Expenditure") no later than thirty (30) days prior to opening for business. Franchisor or its designated vendors will perform certain advertising and promotional activities reasonably targeted at the area surrounding the Location. Franchisee's Initial Marketing Expenditures do not decrease or affect Franchisee's obligations with respect to local advertising, any Ad Co-op, or any payments of the Ad Fee. In addition, Franchisee will spend no less than One Thousand Dollars ($1,000) to promote and host a grand opening event at the Location.

7.5. Local Advertising Expenses. During the Term of this Agreement, Franchisee will spend in each month on local advertising, marketing, and promotions within the area reasonably surrounding the Location an amount of up to five percent (5%) of Franchisee's Gross Sales for the preceding month. Upon Franchisor's request, Franchisee will provide to Franchisor a report documenting all local advertising expenses.

7.6. Local Advertising Content and Restrictions. Franchisee is permitted to conduct its own advertising and promotions in its reasonable discretion, except that:

(a) Franchisee will ensure that its local advertising and promotions reflect favorably on and do not disparage the Marks, Franchisor, and any other franchisee.

(b) Franchisee will not engage in any advertising or promotions within any known restricted radius around any other franchisee's location without Franchisor's written consent; provided, however, this restriction will not limit Franchisee's use of general media advertising such as wide-circulation newspaper, radio, or television.

(c) Prior to use, Franchisee will submit to Franchisor all print and other materials intended for media placement or public display, and a description of all proposed public or marketing events. Franchisee will use only materials approved or provided by Franchisor and will participate only in events approved by Franchisor; except that Franchisor will be deemed to have approved any materials and events that Franchisor does not disapprove within ten (10) days of receipt of Franchisee's submission. If Franchisee submits to Franchisor for approval any materials or proposals, then Franchisor is permitted to adopt those materials or proposals for general use in advertising or promotions, in which case Franchisee will take any action reasonably requested by Franchisor to document and confirm an irrevocable and perpetual assignment to Franchisor of any copyright and a waiver of any moral rights relating to that advertising or promotion in consideration of the continued use of the Marks and System.

(d) Franchisee's local advertising efforts will include advertisement of the Franchised Business in any print or online directory listings required by Franchisor, which advertisements Franchisee will submit to Franchisor for approval prior to placement.

7.7. Franchisee Advertising Co-op. Franchisor is permitted to establish or to authorize any number of co-operative franchisee advertising programs (an "Ad Co-op") to coordinate advertising, marketing, and promotions among franchisees within a certain region, among certain common types of franchisees, or for other designated purposes. Franchisee will participate fully and in good faith in any Ad Co-ops required by Franchisor. Franchisor is permitted to delegate to any Ad Co-op the full or limited right to direct its own operations, and Franchisee will follow all rules and procedures prescribed by the Ad Co-op; except that no Ad Co-op created or managed by Franchisor will be permitted, without Franchisor's consent: (i) to impose any fee or mandatory contribution to the members on an unequal basis; or (ii) to allocate votes among members on any basis other than one vote per authorized location of a Franchised Business. Franchisor is permitted, but not obligated, to resolve any disputes between Franchisee and any other franchisee concerning any Ad Co-op matter, and Franchisee will honor and adhere to any decision or direction issued by Franchisor concerning that dispute. For the sake of clarity, any contributions or fees paid by Franchisee for an Ad Co-op do constitute fees for local marketing required by this Agreement. If the Ad Co-op is administered by Franchisor, Franchisor will make available to Franchisee an unaudited annual statement of operations. Further, Franchisor will make available the books and records of the Ad Co-op to Franchisee for review upon reasonable written notice by Franchisee.

7.8. On-Site Displays. At and upon the Location, Franchisee will use and display only the signs, displays, advertising and other materials approved by Franchisor.

7.9. Websites. Franchisor will maintain an interactive website for the benefit of Franchisor and its Franchisees (Iron Tribe Fitness Home Page).

(a) All features of the Iron Tribe Fitness Home Page, including the domain name, content, format, and links to other websites, will be determined by Franchisor in its sole discretion. Franchisor will also have the right to modify, suspend or temporarily or permanently discontinue the Iron Tribe Fitness Home Page at any time, in its sole discretion. Franchisor and its affiliates will have the right to sell merchandise directly to retail and/or wholesale customers via the Internet under the "Iron Tribe Fitness" name and the Marks, to create a website or home page containing the "Iron Tribe Fitness" name and the Marks, and the exclusive right to reserve or to use "Iron Tribe Fitness" or any derivative or related or similar domain name or e-mail address (without regard to domain name suffix).

(b) Franchisee must establish its own web page, but only through Franchisor's Website Management System, or other designated source ("Franchisee Iron Tribe Fitness Site"). Franchisor or its designee, will develop Franchisee Iron Tribe Fitness Site for Franchisee, but Franchisee will be responsible for the web page development fee then applicable (the "Website Development Fee"). After Franchisee's Iron Tribe Fitness Site has been developed, Franchisee must submit all content for Franchisee's Iron Tribe Fitness Site to Franchisor and obtain its approval before posting. Once Franchisor approves Franchisee's content, Franchisor will establish Franchisee's Iron Tribe Fitness Site for Franchisee through a link from Franchisor's Iron Tribe Fitness Home Page. Franchisor will then continue to carry content for Franchisee's Iron Tribe Fitness Site through a link from Franchisor's Home Page. In addition, Franchisee may not establish or maintain, or have established or maintained on its behalf either alone or in concert with others, a Social Media Site except as Franchisor may approve, in its sole discretion.

1. Franchisee's Iron Tribe Fitness Site and any Social Media Site or other website approved by us must be operated and maintained by Franchisee in compliance with all provisions of this Agreement, including those regarding the use of confidential and proprietary information, as well as any and all operating procedures, policies, standards and requirements as Franchisor may specify from time to time. Franchisee must also maintain Franchisee's Iron Tribe Fitness Site and any Social Media Site approved by Franchisor in accordance with applicable laws, rules and regulations, including but not limited to those applicable to copyright and trademark, privacy, anti-defamation, and advertising and endorsements.

2. Franchisee may not advertise any goods or services on Franchisee's Iron Tribe Fitness Site or on any Social Media Site that Franchisee does not offer at Franchisee's Iron Tribe Fitness gym or that Franchisor has not approved, without Franchisor's written approval.

3. Franchisee will be required to pay Franchisor (or its designee) a monthly web page maintenance fee (the "Website Maintenance Fees") in existence from time to time for providing this service

4. Franchisor reserves the right at any time, in its sole discretion, to

require Franchisee to remove, delete or modify Franchisee's Iron Tribe Fitness Site, any Social Media Site, or any other website or homepage, and to remove, delete or modify any content or posts thereon.

5. Franchisee may not use any of the Marks in any Internet website, home page or Social Media Site, including Franchisee's Iron Tribe Fitness Site, without prior written consent.

6. Franchisor retains sole ownership of Franchisee's Iron Tribe Fitness Site, including the domain name and any content and e-mail addresses, and all such information will automatically terminate and revert to Franchisor at the time this Agreement expires or is terminated. In addition, Franchisor will retain sole ownership of any Social Media Site, including any content thereon and domain names related thereto, which includes the words "Iron Tribe," "Iron Tribe Fitness," or any of the other Marks, or a word, phrase, or symbol confusingly similar thereto or variant thereof, as part of the domain name, username, account name, account profile or page reference (an "Iron Tribe Fitness Social Media Site"), and all such information shall revert to Franchisor at the time this Agreement expires or is terminated.

7. Franchisee hereby releases and agrees to hold Franchisor, its officers and directors, harmless from and against any and all claims, liability, damages, or causes of action of any nature, arising from, or in connection with, the creation, operation, or maintenance of the Iron Tribe Fitness Home Page, including, if applicable, Franchisee's Iron Tribe Fitness Site, unless such liability arises out of Franchisor's gross negligence or intentional wrongful acts.

8. Franchisee will not create, affiliate itself with, or advertise on any website without Franchisor's written consent. If Franchisor grants its consent for a Franchisee website, then Franchisee will adhere to any guidelines or restrictions on the content or design of that website, and will remove or alter any content as directed by Franchisor at any time.

(c) Intranet. Franchisor will provide Franchisee with access to its private, confidential Intranet Business Resource website "The WOD Board" during the term of this Agreement. Franchise must agree to the Franchisor's Terms of Use to access and use the Intranet. Further, Franchisee must at all times protect its Intranet password.

(d) Information Technology System. Franchisee will purchase and use in the operation of the Franchised Business the Information Systems specified in the Franchisor's Manual. Franchisor may, in its sole discretion, collect from Franchisee the license fees due the unaffiliated licensors of certain computer software programs required to be used by its franchisees, including Franchisee, and may otherwise administer the relationship with such licensors. Franchisor does not currently receive any compensation for such services and does not intend to do so in the future. If Franchisor receives compensation, it will be put into Franchisor's Ad Fund. Franchisor or its Affiliate may, however, in the future obtain a master license to one or more software programs required to be used by Franchisee and sublicense them to its franchisees, including Franchisee and/or develop in the future proprietary software programs that will replace or supplement third party programs. If Franchisor or its Affiliate does obtain such a

master license or develop any such proprietary software programs, it reserves the right to require its franchisees, including Franchisee, to sublicense or license them from Franchisor or its Affiliate on terms and conditions which Franchisor will establish and which will be uniform for all franchisees of Franchisor similarly situated to Franchisee. Franchisee will perform all of its obligations under all/any software sublicenses or licenses for all Information Systems, including for any proprietary software hereafter sublicensed or licensed by Franchisor or its Affiliate, including the payment of the fees required to be paid thereunder, and any uncured or incurable default under any such license or sublicense will be an Event of Default under this Agreement and will adversely affect your access to the Intranet.

7.10. Commercially Reasonable Efforts. Franchisor will use commercially reasonable efforts to operate effectively all advertising, marketing, and promotions activities, including the Ad Program, but Franchisor will have no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction or administration of the Ad Program. Franchisee is not a third party beneficiary of any other franchise agreement and will have no right to require or enforce any contributions from other franchisees to, or with respect to the administration of, the Ad Program. Franchisor's obligations with respect to the Ad Program are contractual in nature. Franchisee has no proprietary right in the Ad Program or the media created for it, and Ad Fee funds are not held in trust and do not create any trust or fiduciary duties on behalf of Franchisor.

7.11. Franchisee's Participation. Without limitation to any other provision in this Agreement, Franchisee will fully participate in all advertising, marketing, and promotions activities required by Franchisor, including the introduction or test marketing of new goods or services, grand openings, joint marketing efforts with other franchisees, trade shows, industry events, and other programs directed or approved by Franchisor.

8. TRAINING, ASSISTANCE AND ANNUAL CONVENTION

8.1. Initial Training. Franchisor will provide "Initial Training" to Franchisee for no additional charge. Initial Training will consist of a primary training program of no fewer than five (5) days, which will take place at an Iron Tribe Fitness Gym designated by Franchisor in the continental United States; and a secondary and opening assistance program of one to two days, which will take place at the Location. If Franchisee is an individual, then the participants in Initial Training will be: (i) if Franchisee is the Operations Manager, Franchisee and one (1) other employee of Franchisee's choosing; or (ii) if Franchisee is not the Operations Manager, Franchisee, the Operations Manager, and one (1) other employee of Franchisee's choosing. If Franchisee is an entity, then the participants in Initial Training will be the Operations Manager, an Owner, and between two and four other employees of Franchisee's choosing. Franchisee will ensure that any individual whom Franchisee intends to provide services to Athletes upon Franchisee's opening for business participates in Initial Training. The individuals participating in Initial Training will complete all components of Initial Training to Franchisor's reasonable satisfaction prior to Franchisee's opening for business. Franchisee will pay for all travel, accommodations, wages, and other costs for its representatives attending or participating in Initial Training.

8.2. Third-Party Training. Prior to opening for business, Franchisee will participate in

and complete to Franchisor's satisfaction any training with third-party providers of software, hardware, cameras and other operational aspects of the Franchised Business.

8.3. Subsequent Training. Franchisee will ensure that its Operations Manager and any other employees participate in and complete to Franchisor's satisfaction any additional training or education programs required by Franchisor. Franchisee will pay for any travel, accommodations, wages, and other costs for its representative attending any subsequent training programs. If Franchisee seeks to appoint a new Operations Manager, then Franchisee will ensure that the proposed new Operations Manager (if approved by Franchisor) completes all training then required of Operations Managers for new franchisees.

8.4. Assistance. Franchisor shall provide such initial and continuing advisory assistance in the operation of the Franchised Business as it deems necessary or advisable.

8.5. Annual Convention. Franchisor is permitted to establish an annual convention or meeting of franchisees (the "Annual Convention"), which Franchisee and its Operations Manager will attend if required by Franchisor. Franchisee will pay the travel, accommodations, wages, and all other expenses for its representatives attending the Annual Convention.

9. RECORDS AND REPORTING

9.1. Monthly Reports. No later than the fifteenth (15th) day of each calendar month, Franchisee will provide to Franchisor in a form and format prescribed by Franchisor a report of all Gross Sales during the preceding month (the "Monthly Report"). Franchisee's submission of the Monthly Report to Franchisor will constitute Franchisee's representation that the contents of the Monthly Report are accurate to the best of Franchisee's knowledge.

9.2. Records. Franchisee will keep accurate records and books of account in relation to the Franchised Business, including records of all goods and services provided to Athletes, all prices charged, and all Gross Sales received or credited, in a form and detail prescribed or approved by Franchisor in the Manual. Franchisee will acquire at its own expense and use any accounting or other record-keeping software (including any web-based software or system) required by Franchisor. Franchisee will preserve for a period of at least seven (7) years after the end of each fiscal year all books and records related to that year.

9.3. Annual Reporting. At Franchisor's option, in addition to the Monthly Reports, Franchisee will submit to Franchisor, no later than ninety (90) days after the end of each fiscal year, the following information concerning the fiscal year, certified as correct by Franchisee:

(a) A statement of Gross Sales for the year as finally adjusted and reconciled after the close and review of Franchisee's books and records for the year. If that statement discloses any underpayment of Royalties, Ad Fees, or any other payments due to Franchisor, then Franchisee will pay to Franchisor, at the time of submitting the annual statement, the amount of that underpayment. Any overpayment disclosed by such statement will be credited to Franchisee's account by Franchisor; except that Franchisor is not precluded from disputing whether an overpayment has occurred.

(b) Complete financial statements, including a balance sheet, income statement, profit and loss statement, and statement of changes in financial position, all prepared in accordance with U.S. generally accepted accounting principles consistently applied with prior fiscal years.

(c) Any other reports and financial information (including up-to-date personal financial information concerning guarantors of Franchisee) as Franchisor reasonably requires.

9.4. Corporate Records. If Franchisee is an entity, then Franchisee will provide to Franchisor upon request copies of any corporate records, including certificates of incorporation, organization or other documentation establishing Franchisee's entity status, Franchisee's articles of incorporation or organization and bylaws, operating agreement, any shareholder, member or partnership agreement, and documents reflecting entity ownership.

9.5. Inspection and Audit Rights. Franchisor and any designee is permitted, with or without prior notice, during the regular business hours of the Franchised Business but without undue disturbance to it, to inspect and audit the Franchised Business, including without limitation to enter into the Location or any other premises at which Franchisee maintains records, and to inspect and take copies of any paper or electronic records relating in any way to the Franchised Business. Franchisor is permitted to direct an independent auditor to audit the Franchised Business for any time period for which Franchisee is required to maintain records, and Franchisee will comply with all reasonable requests for records and financial data relating to that audit. If any audit reveals an understatement of Gross Sales of three percent (3%) or more, then Franchisee will immediately reimburse Franchisor for the reasonable costs and expenses of the audit, and will tender to Franchisor any resulting underpayments of fees, together with late fees and interest. Collection of those payments by Franchisor is not an exclusive remedy and does not preclude Franchisor's enforcement of any rights under this Agreement related to Franchisee's non-performance or insufficient performance of obligations. In addition, if any audit reveals an understatement of Gross Sales of five percent (5%) or more, then at Franchisor's option, Franchisee will promptly prepare at Franchisee's sole expense and submit to Franchisor audited financial statements for the prior and current fiscal years.

9.6. Use of Franchisee Data. Franchisor is permitted to use and disclose any information or data received from, and any other information concerning, Franchisee for any valid business purpose, including without limitation disclosure to current or prospective franchisees, disclosure to current or prospective investors, and disclosure to or as required by any governmental or regulatory authority. Franchisor will make reasonable efforts to maintain the confidentiality of those data within the intended group of recipients.

10. FRANCHISEE COVENANTS

10.1. Restrictive Covenants of Franchisee.

(a) During the Term, Franchisee will not own, manage, or participate directly or indirectly or serve in any capacity in any business engaged in the offer or sale of fitness or nutrition goods or services anywhere. In addition, for two (2) years after the transfer,

termination, or expiration of this Agreement, Franchisee will not own, manage, or participate directly or indirectly or serve in any capacity in any business engaged in the offer or sale of fitness or nutrition goods or services that is fifteen (15) miles or less from the Location, from any location of a then-existing franchisee of Franchisor, or from a then-existing outlet operated by Franchisor or its affiliate using the Marks.

(b) During the Term and for two (2) years after the transfer, termination or expiration of this Agreement, neither Franchisor nor Franchisee will hire any person from, or solicit or induce any person to leave his employment with, Franchisor, Franchisee, any Franchisor affiliate, or any other franchisee of Franchisor.

(c) Franchisee will not, at any time, disclose the Manual or any confidential or proprietary materials or information received from or belonging to Franchisor except as authorized by this Agreement or in writing by Franchisor.

(d) For two (2) years following the transfer, termination, or expiration of this Agreement, Franchisee will not solicit, service, or sell to, directly or indirectly, any Athlete who was an Athlete of the Franchised Business before the effective date of transfer, termination or expiration; except that this covenant will not restrict Franchisee from engaging in general advertising or marketing to the extent not prohibited by Franchisee's non-competition covenant.

10.2. Restrictive Covenants of Franchisee's Owners. Franchisee will ensure that its Owners execute an agreement, in the form attached as Exhibit D, containing substantially similar covenants of non-competition, non-solicitation, and non-disclosure as are contained in this Agreement. Franchisor's entry into and continuing obligations under this Agreement are conditioned upon Franchisee's timely delivery of those fully-executed agreements to Franchisor, including from individuals who become Owners subsequent to the execution of this Agreement.

10.3. Consideration for Covenants; Severability. Franchisee and its Owners give these covenants in part as specific consideration for use of the Marks, for access to the Manual, trade secrets, and other proprietary materials and information related to the System, and for Franchisor's training programs. The unenforceability of all or part of any covenant in any jurisdiction will not affect the enforceability of that covenant in other jurisdictions or the enforceability of the remainder of the covenants or this Agreement. If any covenant is held by a court of competent jurisdiction to be broader in time, scope, or subject matter than legally permitted, then Franchisor and Franchisee hereby state their intent that the court impose that covenant to the maximum lawful extent. Franchisor is permitted at any time to reduce the time, scope, or subject matter of any Franchisee or Owner covenant to render it enforceable under applicable law.

10.4. Owner Guaranty. Franchisor's entry into this Agreement is conditioned upon the execution of the Guaranty attached as Exhibit C by Franchisee's Owners, as well as the execution of Franchisor's then-current form of Guaranty at the time any additional person becomes an Owner after the Effective Date of this Agreement.

11. TERM OF AGREEMENT; SUCCESSOR AGREEMENT

11.1. Term. The "Term" of this Agreement is the time period from the Effective Date until the day that is exactly ten (10) years thereafter. Unless earlier terminated, this Agreement expires at 11:59 p.m. on the final day of the Term.

11.2. Offer of Successor Franchise Agreement. Prior to the end of the Term, Franchisor will offer Franchisee the opportunity to enter into a successor franchise agreement in Franchisor's then-current form of agreement to continue Franchisee's operation of the Franchised Business for an additional ten (10) year term, so long as: (i) Franchisee has complied with and satisfied all conditions and requirements below; and (ii) Franchisor has elected to continue franchising both generally and in the geographic region in which Franchisee's Location is located. As of the date Franchisee gives Franchisor written notice of Franchisee's desire to execute a new franchise agreement (the "Successor Notice"), Franchisee must have complied with and satisfied the following conditions before Franchisor will have any obligation to offer a successor franchise agreement:

(a) Franchisor receives from Franchisee the Successor Notice not less than ninety (90) days and not more than one hundred eighty (180) days prior to the end of the Term; except that Franchisor is permitted to modify this notice period by prior written notice to Franchisee in the event that applicable law requires Franchisor to provide greater than sixty (60) days' notice of any non-renewal.

(b) Franchisee is in full compliance with this Agreement, any other agreement between Franchisee and Franchisor or its affiliates, the Manual, and any other System requirements.

(c) Franchisee has obtained, maintained, and is in good standing with all of its necessary and applicable licenses and permits.

(d) Franchisee is in compliance with all monetary obligations to Franchisor, Franchisor's affiliates, and to all vendors, suppliers, lessors, and governmental and taxing authorities.

(e) Franchisee has made any modifications, repairs, updates, upgrades, and renovations required by Franchisor to the Location, to the goods and services offered by the Franchisee, to Franchisee's advertising, marketing and promotional programs, and to Franchisee's computer, financial, and accounting systems, and is current on all then-required training programs.

(f) Franchisee has committed no more than two (2) material defaults of this Agreement for which Franchisor has issued written notice and demand for cure.

(g) Franchisee has presented evidence satisfactory to Franchisor that Franchisee has or will have the right to remain in possession of the Location for the full term of the successor agreement, except that Franchisor alternatively is permitted to condition its offer of

a successor agreement upon Franchisee's subsequent entry (but not later than the end of the Term) into a purchase or lease agreement that grants Franchisee the right to remain in possession of the Location for the successor term.

(h) Franchisee and its Owners have stated in writing their intent to execute a general release, in the form specified by Franchisor, of any and all claims accruing prior to the end of the Term, in favor of Franchisor and its members, officers, directors, employees, affiliates, and agents, to the extent that release is permitted by applicable law.

(i) Franchisee meets all general requirements then applicable to approval of new franchisees.

(j) Franchisee has stated in writing its intent to pay a fee in the amount of five thousand dollars ($5,000) for the right to enter into the successor franchise agreement, which fee Franchisee will pay in lieu of any initial franchise fee otherwise required by that agreement.

11.3. Offer Contingent on Continued Compliance. Franchisor's offer to Franchisee of a successor franchise agreement is contingent on Franchisee's continued compliance with all conditions stated above through the end of the Term, and Franchisor is permitted to withdraw that offer or cancel any pending agreement if Franchisee's compliance lapses. No later than ten (10) days after receipt from Franchisor or the end of the Term (whichever occurs first), Franchisee and its Owners will execute any agreed-upon successor franchise agreement and ancillary agreements in Franchisor's then-current form, and will submit the executed copies to Franchisor. Those agreements will not be binding until executed by Franchisor.

11.4. Temporary Extension. If Franchisor and Franchisee do not enter into a successor franchise agreement, but Franchisee continues to operate the Franchised Business after the end of the Term with Franchisor's consent, then that will be considered a temporary extension of this Agreement, which extension Franchisor is permitted to discontinue at any time and for any reason upon thirty (30) days' written notice. If Franchisor discontinues that extension, the discontinuation will be considered a non-renewal of this Agreement and not a termination. If Franchisor does not consent to Franchisee's continued operation of the Franchised Business after the end of the Term, then this Agreement will be expire at the end of the Term and under no circumstances will Franchisee continue to operate the Franchised Business.

11.5. Successor Agreement Form and Ancillary Agreements. Franchisee acknowledges and agrees that the terms and conditions of any successor franchise agreement will vary in material respects from this Agreement, and may include without limitation higher fees and royalty rates, additional fees not contained in this Agreement, greater restrictions on Franchisee's use of the Marks, additional obligations of Franchisee or its Owners, additional required ancillary agreements, and no right or opportunity to execute a later franchise agreement.

12. MODIFICATIONS FOR SUCCESSOR AGREEMENTS

12.1. If Franchisor and Franchisee are entering into this Agreement in order for Franchisee to continue the operation of an existing Franchised Business that was conducted

under a prior agreement between Franchisee and Franchisor or an affiliate of Franchisor, then certain terms and conditions of this Agreement are modified as follows:

(a) Initial Fee. The Initial Fee under this Agreement will be zero ($0), so long as Franchisee has paid to Franchisor any fee required by the predecessor agreement for the right to extend or renew that agreement or to enter into a successor agreement.

(b) Location. If Franchisee is already operating the Franchised Business from a Location that otherwise complies with this Agreement and the Manual, then the provisions of this Agreement governing site selection, site approval, site purchase and lease, and the construction and renovation of the Location will not apply; except that this revision has no effect on any provision concerning the appearance, upgrades, repairs, or use of the Location, or the Conditional Assignment of Lease.

(c) Initial Training. Franchisee will not be required to attend, and Franchisor will not be required to provide, the Initial Training prescribed under this Agreement. This provision does not affect Franchisee's obligation to remain current on any required subsequent and refresher training programs.

(d) Initial Marketing. The Initial Marketing Fee will be zero ($0), and Franchisor will not be required to conduct (itself or through any designated vendor) any advertising, marketing, or promotional efforts that otherwise would be undertaken if this Agreement related to a new Franchised Business.

(e) No Right to Successor Agreement. Franchisee will have no right to enter into any successor franchise agreement to this Agreement, regardless of whether Franchisee could fulfill the requirements of this Agreement for being granted a successor agreement. Franchisor and Franchisee may elect to enter into a subsequent franchise agreement, but neither is required to do so. The purpose of this provision is to limit the term of this Agreement to the initial 10-year term and one (1) 10-year renewal or successor agreement term.

13. TRANSFER

13.1. Assignment, Transfer, or Encumbrance. Franchisee will not voluntarily or involuntarily assign, transfer, or encumber controlling (more than fifty percent (50%)) interest in or ownership of Franchisee, the Franchised Business, or this Agreement without Franchisor's written consent. Any attempted transfer of any interest in Franchisee, the Franchised Business, or this Agreement, without Franchisor's written consent, will be a default under the terms of this Agreement, and will be voidable by Franchisor. Franchisee is not permitted to and will not offer, sell, or grant any subfranchise in the Franchised Business.

13.2. Minimum Conditions of Transfer. Franchisee acknowledges and agrees that Franchisor's consent to any assignment or transfer will be subject, at a minimum, to the prior performance or demonstration of the following conditions. These conditions are non-exclusive, and Franchisor is permitted to impose any other conditions it deems reasonable in its sole discretion, and is permitted to waive, defer, or modify any of these conditions in its sole discretion.

(a) Franchisee is in full compliance with this Agreement, any other agreement between Franchisee and Franchisor or its affiliates, the Manual, and any other System requirements

(b) Prior to the effective date of transfer, Franchisee has performed all modifications, repairs, updates, upgrades, and renovations required by Franchisor to the Location, to the goods and services offered by the Franchisee, to Franchisee's advertising, marketing and promotional programs, and to Franchisee's computer, financial, and accounting systems.

(c) Prior to the effective date of transfer, Franchisee or the transferee has paid Franchisor a transfer fee Seven Thousand Five Hundred Dollars ($7,500.00).

(d) Franchisee provides to Franchisor in writing the terms of the proposed transfer and Franchisor determines, in its sole discretion, that the terms of the proposed transfer are reasonable and will not unduly hinder the transferee's ability to operate the Franchised Business successfully.

(e) The transferee submits any information or documents then required of new franchisees, and the transferee meets all of Franchisor's subjective and objective standards, including without limitation experience, financial capacity, talent, skills, and qualities of character, applicable to new franchisees.

(f) The transferee agrees in writing to assume this Agreement, all ancillary agreements, and all obligations of Franchisee in connection with the Franchised Business. If Franchisor requests, the transferee (or Franchisee if the subject of the transfer is a partial ownership interest in Franchisee) will instead execute any or all of the documents Franchisor then requires of new franchisees, including a guaranty agreement and a franchise agreement in Franchisor's then-current form, which may vary materially from this Agreement, but which is the same generally as other agreements offered at that time by Franchisor; except that, at Franchisor's option, the term of a new franchise agreement will be the standard term offered under the then-current form of agreement or the remaining period of the Term under this Agreement.

(g) Franchisee obtains and submits satisfactory evidence of consent of lenders, lessors, governmental authorities, and any other third parties deemed necessary by Franchisor, for any transfer to the transferee of leases, agreements, permits, approvals, and licenses used in connection with the Franchised Business.

(h) Franchisee and its Owners execute a general release, in the form specified by Franchisor, of any and all claims accruing prior to the effective date of transfer, in favor of Franchisor and its members, officers, directors, employees, affiliates, and agents, to the extent that release is permitted by applicable law.

13.3. Non-Exclusive Additional Bases for Denial. For sake of clarity and without limitation, in addition to the bases identified above, Franchisor also is permitted to deny approval

of transfer if Franchisor has elected to discontinue, permanently or temporarily, to sell franchises, either generally or in the geographic area in which the Franchised Business operates or is located; or if Franchisor would not sell a franchise directly to the transferee under normal circumstances.

13.4. No Security Interest in Agreement or Franchised Business. No agreement between Franchisee and a transferee will include any provision that grants Franchisee any security interest in this Agreement, the Location, or the Franchised Business without Franchisor's written consent. Franchisee acknowledges and agrees that Franchisor will have no obligation to enforce, and will not be bound by, either directly or indirectly, any terms of any agreement between Franchisee and a transferee.

13.5. Right of First Refusal. No later than five (5) days after receipt by Franchisee of a bona fide offer from a third party acceptable to Franchisee to purchase or acquire all or part of Franchisee or the Franchised Business (the subject of which bona fide offer is defined as the "Assets," and that offer will include any offer originated or extended by Franchisee and agreed to by a prospective purchaser), Franchisee will deliver to Franchisor a signed copy of the complete offer. Franchisor or its assignee is then permitted to purchase and acquire the Assets and Franchisee's rights under this Agreement at the same price and on the same terms and conditions as offered to Franchisee. Franchisor is permitted to substitute cash for any other form of consideration contained in the offer and to pay the entire purchase price at closing. If Franchisor elects to exercise this right to purchase, it will do so in writing and no later than thirty (30) days after receiving Franchisee's notice. If Franchisor does not exercise this right to purchase within thirty (30) days, then subject to the other transfer provisions in this Agreement, Franchisee is permitted to transfer the Assets to the offeror, but only on the terms disclosed to Franchisor in writing. If the terms of the offer materially change at any time prior to transfer, then Franchisee will notify Franchisor of such change, and Franchisor will have a renewed right of first refusal as provided in this section. If Franchisee does not transfer the Assets to the offeror within ninety (90) days from the date on which Franchisee delivered a signed copy of the complete offer to Franchisor, then Franchisee will again extend this first right of refusal to Franchisor before making any transfer or assignment.

13.6. Sales of Securities. In addition to its other obligations, if Franchisee sells or offers to sell securities or other ownership interests in Franchisee such that that sale is regulated by any applicable law, then Franchisee will: (i) fully comply with all applicable laws; (ii) disclose to offerees and purchasers that neither Franchisor nor its employees, affiliates or agents are an issuer or underwriter, or are in any way liable or responsible for the offering; (iii) ensure that Franchisor has a reasonable time to the review any reference to Franchisor or its franchisees in any prospectus or offering documents before Franchisee uses or distributes them; (iv) pay Franchisor's actual legal costs incurred for its review; (v) defend and indemnify Franchisor, its officers, directors, employees, affiliates, and agents from any liability, cost, damage, claim, and expense and from ongoing obligations to shareholders and to governmental agencies arising out of or relating to the offer, sale, or continuing investment; and (vi) sign any further indemnities and provide any further assurances Franchisor reasonably requires.

13.7. Transfer or Assignment by Franchisor. Franchisor is permitted to sell or assign

this Agreement and its rights in this Agreement in whole or in part, and to sell or issue stock, other ownership interests, or its assets, wholly or in part, whether privately or publicly, provided the Assignee assumes Franchisor's obligations hereunder. Franchisor also is permitted to assign performance of its rights and obligations under this Agreement to any affiliate or third party, or to retain any affiliate or third party to perform those obligations and to receive the benefit of those rights. Franchisee acknowledges and agrees that a transferee of Franchisor's rights in this Agreement may require Franchisee to discontinue use of the existing Marks and begin using alternate trademarks, service marks, and trade dress, to adopt new elements and discontinue existing elements of the System, and to adhere to new policies and procedures under the Manual, and Franchisee will comply with any such requirements.

14. DEATH OR INCAPACITY OF FRANCHISEE

14.1. Death or Incapacity Defined. For the purposes of this Agreement, Franchisee's death or incapacity will be deemed to have occurred upon any of the following:

(a) If Franchisee is an individual, Franchisee dies or, according to reasonable medical opinion, becomes mentally or physically incapacitated for a substantial period of time.

(b) If Franchisee is an entity, an Owner of fifty percent (50%) or more of Franchisee dies or, according to reasonable medical opinion, becomes mentally or physically incapacitated for a substantial period of time.

14.2. Notification by Heirs or Estate. Franchisee or its heirs or estate will notify Franchisor in writing within thirty (30) days after Franchisee's death or incapacity (the "Incapacity Notice"). If the heirs or estate of Franchisee desire to continue operating the Franchised Business, then the Incapacity Notice will include the following:

(a) The identity of the heir(s) or attorney(s)-in-fact expected to inherit or control Franchisee's or the deceased or incapacitated Owner's interest in the Franchised Business (the "Heirs") and the basis for that expectation.

(b) A summary of the heir(s) plan for the transition of the Franchised Business to new ownership or control.

(c) The identity of a qualified individual who is immediately available to perform, on an interim basis, any functions previously performed by Franchisee or the deceased or incapacitated Owner in connection with the Franchised Business.

(d) Written confirmation of the Heirs' intent to assume any personal liability required by any vendor or supplier and to execute any guaranty and other ancillary agreements required by Franchisor of Franchisee or the deceased or incapacitated Owner.

14.3. Franchisor Option. Subject to Section 14.2, upon the death or incapacity of Franchisee, Franchisor will have the option, which it will exercise within thirty (30) days of Franchisor's receipt of the Incapacity Notice:

(a) To terminate this Agreement, with an effective date of termination of ninety (90) days after Franchisor's written notice of such election. The parties acknowledge and agree that such a termination is for good cause; or

(b) If the Heirs of Franchisee or Franchisee's deceased or incapacitated Owner have stated in the Incapacity Notice that they desire to continue operating the Franchised Business, to permit the transfer of Franchisee's interest in the Agreement to one or more Heirs pursuant to the transfer provisions herein and subject to all corresponding terms, conditions, and qualifications; except that Franchisor will not exercise any right of first refusal with respect to that transfer.

14.4. No Liability to Contesting Heirs. Franchisee will defend, indemnify, and hold harmless Franchisor from any claim relating to the identity of the rightful heirs of the estate of a deceased Franchisee or Owner or the legitimacy of any appointment of an attorney-in-fact or other representative of an incapacitated Franchisee or Owner. Franchisor is entitled to rely upon any representation by any individual reasonably purporting to be a rightful heir or duly-appointed attorney-in-fact or representative and any other reasonable indicia of entitlement to ownership or control of Franchisee or the Franchised Business. If a dispute among any claimants clouds the ownership or control of Franchisee or the Franchised Business, then Franchisor is permitted to terminate this Agreement for good cause upon thirty (30) days written notice.

14.5. Franchisor's Appointment of Interim Manager. At any time after the death or incapacity and before the appointment (if any) of an approved Operations Manager, Franchisor is permitted to appoint an interim manager to operate the Franchised Business. Franchisee will compensate that interim manager directly at a rate reasonably determined by Franchisor, and the interim manager will be considered an agent of Franchisee. During any period in which the Franchised Business is operated by the interim manager, Franchisee will remain obligated to all creditors and other third parties for all debts, obligations, and contracts relating to the Franchised Business, and Franchisee will remain solely responsible for any loss or damage incurred by the Franchised Business.

15. INDEMNIFICATION AND INSURANCE

15.1. Franchisee Indemnification. Franchisee will protect, defend, indemnify and hold harmless Franchisor, its members, officers, directors, employees, affiliates, and agents against any and all claims, demands, actions, causes of action, losses, damages, costs, suits, judgments, debts, losses, fines, assessments, taxes, liens, attorneys' fees, disbursements, penalties, expenses, and liabilities of any kind or nature arising directly or indirectly out of or in connection with the Franchised Business, contracts or agreements between Franchisee and any Athlete, actions or representations made by Franchisee, or Franchisee's breach of this Agreement. Franchisee's duties to defend, indemnity, and hold harmless will not be affected by the fact that a claim is asserted directly against Franchisor for alleged acts or omissions by Franchisor, so long as this section otherwise would apply.

15.2. Notice and Defense of Claims Against Franchisor. Franchisee will promptly notify Franchisor in writing of any notices received or claims made (whether orally or in writing)

indicating any person's intent to assert any claim or initiate any action against Franchisee or Franchisor, and Franchisee will use its best reasonable efforts to prevent such claim or action. If any suit or other legal action within the scope of Franchisee's above duty to defend, indemnify, and hold harmless is initiated against Franchisor and known to Franchisee, then Franchisee will immediately notify Franchisor in writing, and, at Franchisor's request, will appoint counsel on Franchisor's behalf and at Franchisee's expense, to defend such suit or action. Franchisor and Franchisee will cooperate in good faith in the defense of such suit or action and in resolving where possible any conflicts of interest to allow a single attorney or law firm to represent all defendants or respondents, but Franchisee will bear all associated costs and fees, and will reimburse Franchisor if Franchisor incurs any material administrative expenses or incurs any fees for its own legal counsel's involvement or oversight.

15.3. Franchisor Indemnification. Franchisor will indemnify Franchisee against any losses or damages incurred by Franchisee as a result of any successful claim of trademark infringement brought by a third party that is related solely to Franchisee's authorized use of the Marks in accordance with the terms of this Agreement.

15.4. Insurance. Franchisee will procure and maintain general comprehensive liability and business automobile liability insurance, with policy limits in amounts specified by Franchisor in the Manual. To the extent available, Franchisor is permitted to require Franchisee to obtain insurance for contractual liability, errors and omissions, and employer's liability (workers' compensation), with policy limits in amounts specified by Franchisor in the Manual. Franchisee will ensure that all insurance policies name Franchisor and its members, officers, directors and employees as additional insureds (on a primary and non-contributory basis), and contain a waiver of subrogation in favor of Franchisor and its shareholders, officers, directors and employees. Franchisor is permitted to establish reasonable minimum standards for coverage to be met by underwriters for insurance, which Franchisor will state in the Manual. Before opening for business, Franchisee will provide Franchisor with certificates of insurance for all policies and will obtain any other insurance required by law. Franchisee will maintain in good standing all required insurance during the Term of this Agreement, and will immediately notify Franchisor of any lapse, alteration, or cancellation or any policy or coverage. Franchisor is permitted to acquire any insurance coverage or pay any insurance premium on Franchisee's behalf, in which case Franchisee will reimburse Franchisor for those payments immediately upon receipt of invoice from Franchisor. Franchisor is entitled to make any reasonable revision to any insurance requirements herein upon reasonable notice to Franchisee.

15.5. Minimum Coverage. At a minimum and subject to additional requirements that Franchisor is permitted to establish in its sole discretion, Franchisee's insurance will cover all claims for injury, damage (including property damage), and death that arise directly or indirectly out of the Franchised Business. Franchisor makes no representation or warranty that compliance with these insurance requirements will insure or protect Franchisee against all insurable risks or losses. As of the Effective Date of this Agreement, Franchisor's minimum coverage amounts for each required coverage are:

(a) Commercial General Liability: Including contractual liability and products-completed operations coverage, with limits of $1,000,000 per occurrence and

$2,000,000 general aggregate applicable to bodily injury and property damage, and personal and advertising injury.

(b) Automobile Liability: Including contractual liability, insuring owned, non-owned, hired and all vehicles used by the Franchised Business, with combined single limit of not less than $1,000,000 ($1,000 maximum deductible) per occurrence for bodily injury and property damage.

(c) Workers' Compensation and Employers' Liability: As required by any state in which the Franchised Business operates, but no less than Workers' Compensation coverage of $1,000,000.

(d) Umbrella Liability: Limits of $1,000,000 per occurrence and aggregate, and must list Commercial General Liability, Automobile Liability, and Workers' Compensation/ Employers' Liability Policies as scheduled immediately underlying policies.

(e) Subrogation: Franchisee will ensure that all policies are endorsed to provide that Franchisee's insurers waive any right of subrogation against Franchisor.

15.6. Notice of Insurance-Related Claims. Franchisee will notify Franchisor in writing of any act, omission, or event that could materially affect Franchisee or the Franchised Business, and will provide that notice no later than the date on which Franchisee notifies any insurance carrier of such act, omission, or event.

15.7. Insurance and Indemnification Are Separate Obligations. Franchisee's compliance with the insurance requirements herein, and the availability of insurance coverage to defend and indemnify Franchisor, will not relieve Franchisee of its obligations under the defense, indemnification, and hold harmless provisions of this Agreement, which are separate and independent. If any Franchisee insurer denies or limits coverage to Franchisor for any claim falling within the scope of the applicable policy or Franchisee's obligations herein, then Franchisee will provide that defense and indemnity directly.

16. TERMINATION

16.1. Termination by Franchisor After Opportunity to Cure. If Franchisee violates any material provision of this Agreement, then Franchisor is permitted to terminate this Agreement if Franchisee does not fully cure that violation within thirty (30) days after receiving written notice of default from Franchisor. If Franchisee's violation is not reasonably susceptible to cure, then Franchisor has the option to: (i) terminate this Agreement immediately upon written notice; or (ii) require Franchisee to take any remedial measures prescribed by Franchisor in Franchisor's sole discretion, and if Franchisee fails to implement those remedial measures in the time and manner required by Franchisor, then Franchisor is permitted to terminate this Agreement immediately upon subsequent notice.

16.2. Termination by Franchisor Immediately Upon Notice. Notwithstanding the prior section, Franchisor is permitted to terminate this Agreement immediately upon written notice if

Franchisee: (i) has misrepresented or omitted material facts in its application or other materials provided to Franchisor prior to the parties' entering into this Agreement; (ii) fails to complete satisfactorily the Initial Training; (iii) becomes bankrupt or insolvent or otherwise is unable to pay its debts as they become due; (iv) makes an assignment for the benefit of creditors, has a receiver or similar custodian appointed, or makes a disposition of substantially all of its assets; (v) abandons or ceases operation of the Franchised Business or ceases to communicate with Franchisor; (vi) itself or through any Owner is held liable for, is convicted of, or pleads guilty or no contest to a charge of violating a law relevant to the Franchised Business; (vii) attempts to assign, transfer, or make unauthorized use of the Marks, or discloses or makes unauthorized use of the Manual or other confidential materials or information; (viii) commits a violation for the third time of any material provision of this Agreement (whether or not the same material provision each time) within any twelve-month period, for which first two (2) violations Franchisor has given Franchisee written notices of default; or (ix) fails to meet the required schedule to obtain the Location, complete construction, and open for business.

16.3. Cross-Default. If any act or omission would give rise to Franchisor's right to terminate another franchise agreement between, on the one hand, Franchisor or an affiliate of Franchisor, and on the other hand, Franchisee, the Operations Manager, or any entity that is majority-owned by one or more Owner of Franchisee, then Franchisor is entitled to terminate this Agreement in the same manner and upon the same notice (if any) required by such other franchise agreement.

16.4. Remedies Other Than Termination. If Franchisee commits any act or omission that would give rise to Franchisor's right to terminate, then Franchisor is permitted to, instead of or in addition to terminating, withhold, postpone, or forgo any services, payments, access to any electronic systems or other materials, or any other obligations imposed on Franchisor by this Agreement or the Manual, until Franchisee has cured its violation or has otherwise remedied the default to Franchisor's satisfaction.

16.5. Effect of Expiration or Termination. Upon expiration, termination, or transfer of this Agreement, all covenants, guarantees, and other post-termination obligations will remain in effect. In addition:

(a) Franchisee will pay all Royalties, Ad Fees, and any other fees based on Gross Sales for all Gross Sales received through the effective date of expiration, termination, or transfer, on the date those fees would have been due but for the expiration, termination, or transfer, and will pay all other amounts then due.

(b) Franchisee will promptly return to Franchisor at Franchisee's expense the Manual, any item bearing the Marks, and any other copyrighted or proprietary materials or software relating to the System in Franchisee's possession, custody, or control; will cease doing any business under or associated with the Marks; will cancel any trade name registrations that use any Mark or derivative of any Mark; and will refrain from identifying itself as a franchisee or licensee of Franchisor.

(c) Franchisee will remove from the Location and any other property in

Franchisee's possession, custody, or control all Marks and signs displaying any Marks, including any trade dress associated with Franchisor or the System.

(d) At Franchisor's option, Franchisee will assign to Franchisor any telephone number, Internet domain name, email address, electronic network, and directory listing relating to the Franchised Business, and will cooperate in all communications required with third parties to ensure such assignments are performed.

(e) Franchisee will allow Franchisor or its designee to verify Franchisee's compliance with all post-termination obligations, and will allow Franchisor to make a final inspection and audit of Franchisee's books, records, and accounts.

(f) Franchisor will be entitled to exercise all other remedies available under this Agreement or by law.

17. DISPUTE RESOLUTION.

17.1 Except as specifically otherwise provided in this agreement, and any action brought by Franchisor under the Lanham Act, the parties agree that any and all disputes between them, and any claim by either party that cannot be amicably settled, shall be determined solely and exclusively by arbitration in Jefferson County, Alabama, in accordance with the rules of the American Arbitration Association.

17.2 Each party shall select one arbitrator and the two so designated shall select a third arbitrator. If either party shall fail to designate an arbitrator within seven (7) days after arbitration is requested or if the two arbitrators shall fail to select a third arbitrator within fourteen (14) days after the arbitration is requested, then an arbitrator shall be selected by the American Arbitration Association upon application of either party. Arbitration proceedings shall be conducted in accordance with the rules then prevailing of the American Arbitration Association. Judgment upon an award of the majority of the arbitrators shall be binding, and shall be entered in a court of competent jurisdiction.

17.3 Nothing herein shall bar the right of either party to obtain injunctive relief against threatened conduct that will cause loss or damages under the usual equity rules including the applicable rules for obtaining preliminary injunction.

17.4. Immediate Equitable Relief. Franchisor is permitted to seek immediate injunctive relief in the state or federal courts in the Designated County or in any court with personal jurisdiction over Franchisee if Franchisee is violating or threatening to violate any restrictive covenant in this Agreement or if Franchisee is infringing on Franchisor's rights in the Marks. In such an action, Franchisor is permitted but not obligated to assert any other existing claims against Franchisee.

17.5. Governing Law. The parties acknowledge and agree that it is their mutual intent for this Agreement to be construed and interpreted according to the laws of the State of Alabama, without regard to its conflicts of law principles. For the sake of clarity, the parties intend this

section to provide that no Alabama statute or regulation will apply to this Agreement or the relationship between the parties unless that statute or regulation would have applied on its own terms in the absence of any choice of law provision. The foregoing notwithstanding, any covenant restricting Franchisee's or any Owner's post-termination competition will be construed and interpreted according to the laws of Franchisee's state of residence. If any provision of this Agreement is inconsistent with any other law whose application is unwaivable, then that provision will be deemed amended to the minimum extent required to conform to that law.

17.6. Limitations on Claims and Damages. The parties waive any right to or claim for any punitive, exemplary, or consequential damages against the other, unless otherwise specifically permitted in this Agreement. In the event of a dispute between the parties, the prevailing party's recovery will be limited to equitable relief and to direct or general damages actually sustained, plus reasonable attorneys' fees, costs and expert witness fees. Any claim arising out of or relating to this Agreement will be barred unless litigation or arbitration asserting that claim is commenced within one (1) year after the claim accrues.

17.7. WAIVER OF JURY TRIAL. THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN ENTERING INTO THIS AGREEMENT, THEY WAIVE THEIR RIGHTS TO A JURY TRIAL TO THE MAXIMUM EXTENT PERMITTED BY LAW FOR ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT.

18. DEFINITIONS

18.1. Definitions in Agreement. The following terms are defined in the corresponding sections or exhibits of the Agreement:

Term	**Location in Agreement**
Ad Co-op	Section 7.7
Ad Fee	Section 2.2
Ad Program	Section 7.1
Agreement	Introductory Paragraph
Annual Convention	Section 8.4
Assets	Section 13.5
Effective Date	Introductory Paragraph
Franchised Business	Section 1.1
Franchisee	Introductory Paragraph
Franchisor	Introductory Paragraph
Heirs	Section 14.2
Incapacity Notice	Section 14.2
Initial Fee	Section 2.1
Initial Marketing Fee	Section 7.4
Initial Training	Section 8.1
Location	Exhibit B
Monthly Report	Section 9.1
Operations Manager	Section 4.7
Royalty	Section 2.2

Successor Notice	Section 11.2
Term	Section 11.1

18.2. In addition, the definitions below will apply to the following terms used in this Agreement.

(a) "Athlete" means any customer or client of Franchisee.

(b) "Gross Sales" means all sales generated through the Franchised Business, and includes fees for any goods and services leased or sold by Franchisee, whether for cash or credit (subject to reduction for any bad debts of Athletes, and otherwise as provided below), and all other income of any kind or nature related to the Franchised Business. "Gross Sales" does not include any sales tax collected from Athletes by Franchisee and tendered to any taxing authority, and does not include the portion of the normal full price of any goods or services that is not collected by Franchisee as a result of an authorized sales discount or employee discount.

(c) "Manual" is the document or series of documents by which Franchisor defines System requirements, standards, methods of operations, and best practices for Franchisee's operation of the Franchised Business.

(d) "Marks" are the trademarks, service marks, logos, trade dress, names, and other commercial symbols that Franchisor has created or licensed to designate to the public the goods or services originating from Franchisor and its affiliates and franchisees. The Marks that Franchisee is authorized to use under the terms of this Agreement are listed in Exhibit A, as amended.

(e) "Owners" of Franchisee are all of the direct and ultimate personal owners, shareholders, members, and partners (as applicable) of Franchisee if Franchisee is an entity.

(f) "System" means the collection and synthesis of the products, services, methods of operation, trade secrets, and know-how that Franchisor has created, developed, used, and maintained for the establishment, development, and operation of a group oriented fitness and gym business.

19. FRANCHISEE REPRESENTATIONS AND WARRANTIES

19.1. Franchisee's Independent Investigation. Franchisee acknowledges and agrees that its operation of its Franchised Business may be governed by federal, state, and local laws, regulations, ordinances, and licensing and permitting requirements. Franchisees acknowledges and warrants that, prior to entering into this Agreement, Franchisee has performed its own investigation and analysis of applicable law and the local market for this industry and has determined, to its full satisfaction, that Franchisee will be able to offer the authorized goods and services to Athletes at the Location sufficiently to allow Franchisee to operate a successful business.

19.2. No Reliance on Franchisor to Investigate. Franchisee represents and warrants that

it has not relied and is not relying on Franchisor to perform any investigation or analysis of any laws, regulations, or market conditions that might affect Franchisee's operation at the Location, and further acknowledges that Franchisor has made no representation about Franchisee's ability to lawfully operate the Franchised Business.

19.3. Risk of Operations. Franchisee recognizes the uncertainties of the Franchised Business, and therefore acknowledges that, except as specifically set forth in this Agreement, no representations or agreements have been made to or with Franchisee regarding the success or profitability of the Franchised Business or the suitability of the Location.

19.4. Legal Authority to Operate. Franchisee represents and warrants that it has the full legal authority to operate the Franchised Business, and if an entity has been duly incorporated and authorized in whatever manner required by and among its Owners. Franchisee will ensure that it remains fully licensed and authorized to operate the Franchised Business for the Term of this Agreement.

19.5. Receipt of Documents. Franchisee represents and warrants that it has received a complete and final copy of this Agreement, Franchisor's disclosure document, and applicable exhibits, in a timely fashion as required; and that before signing this Agreement, Franchisee was given ample opportunity to review and examine Franchisor's disclosure document and this Agreement. NO ORAL, WRITTEN OR VISUAL CLAIM OR STATEMENT THAT CONTRADICTS THE DISCLOSURE DOCUMENT WAS MADE, AND FRANCHISEE ENTERS INTO THIS AGREEMENT WITHOUT RELIANCE ON ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON EXCEPT AS INCLUDED IN THIS AGREEMENT OR THE DISCLOSURE DOCUMENT.

20. GENERAL PROVISIONS

20.1. Relationship of the Parties. Franchisee is an independent contractor and not an employee, agent, partner, joint venture or fiduciary of Franchisor, and neither Franchisor nor Franchisee will be bound or obligated by the other, except as set forth in this Agreement. Franchisee will make all reasonable efforts not to permit any Athlete, governmental authority, or the general public to confuse Franchisee with Franchisor.

20.2. Compliance with Law and Tax Regulations. Franchisee will comply with all applicable laws, regulations and legal requirements in the operation of the Franchised Business and to the extent this Agreement is inconsistent with applicable law, such applicable law shall prevail. Franchisee will promptly pay when due all taxes, fees, debts, expenses, and assessments of the Franchised Business, including payroll taxes. Franchisee will take all reasonable actions not to permit a tax sale or seizure by levy of execution or similar writ or warrant to occur.

20.3. Warranties and Guarantees. Franchisor is not liable for any guarantee or warranty Franchisee makes or offers to any Athlete or other person.

20.4. Entire Agreement. This Agreement, including all exhibits and addenda, constitutes the parties' entire agreement and supersedes all prior negotiations, commitments, and

representations; except that Franchisee's representations and information provided in conjunction with its application to become a franchisee survive this integration, and Franchisor is permitted to continue to rely on the accuracy and truthfulness of such representations and information; and Franchisee is permitted to continue to rely on the accuracy and truthfulness of the representations made by Franchisor in any franchise disclosure document that Franchisor was required to provide and did provide to Franchisee.

20.5. Business Judgment. Franchisor and Franchisee acknowledge and agree that this Agreement grants Franchisor the discretion to make certain decisions, to vary the terms or conditions of other franchisees' agreements or its enforcement of rights under those agreements, and to take or forgo business-related actions in a manner that may favorably or adversely affect Franchisee's interests. Franchisor will use its business judgment in exercising its discretion based in part on its assessment of its own interests and the interests of all franchisees, which may outweigh the interests of Franchisee. Franchisee agrees that Franchisor will have no liability to Franchisee for the exercise of Franchisor's discretion in this manner, and that even if Franchisor has multiple motives for a particular action or decision, so long as at least one motive is a reasonable business justification, that single motive will eliminate any liability by Franchisor to Franchisee related to that action or decision.

20.6. Other Franchisees. Franchisee acknowledges and agrees that, to the extent Franchisor enters into other franchise agreements with other franchisees, Franchisor is not obligated to enforce its rights under those agreements for the benefit of Franchisee. In particular, but without limitation, Franchisee acknowledges and agrees that Franchisor is not obligated to enforce any right to restrict the area or territory in which any other franchisee operates its franchised business, so long as Franchisor does not explicitly grant any rights to other franchisees that would violate any territorial limitations in this Agreement.

20.7. Consent. Unless otherwise specified, any provision that refers to Franchisor's "consent" will mean Franchisor's prior written consent, which consent Franchisor is permitted to withhold or deny for any reason in its sole discretion.

20.8. Cumulative Remedies. The rights and remedies herein are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

20.9. Further Documentation. The parties will acknowledge, execute and deliver all further documents, instruments or assurances and will perform all further acts or deeds as may be reasonably required to carry out the terms and conditions of this Agreement.

20.10. Surviving Provisions. Without limitation, the terms and conditions of this Agreement that by their nature require performance or forbearance after transfer, expiration or termination, that impose any obligation to defend or indemnify, or that relate to the resolution of disputes arising out of this Agreement, remain enforceable notwithstanding the transfer, termination, or expiration of this Agreement. This Agreement inures to the benefit of and is binding on the respective heirs, legal representatives, successors, and permitted assigns of the parties, subject to the restrictions on transfer herein.

20.11. Execution, Amendment, and Modification. The submission of this Agreement to Franchisee does not constitute an offer by Franchisor. This Agreement will only become effective when it has been executed by duly-authorized representatives of both Franchisor and Franchisee. No modification or amendment of this Agreement will be effective unless it is in a writing signed by authorized representatives of Franchisor and Franchisee, except that Franchisor is permitted to modify unilaterally the Manual and other System specifications and directives as provided herein, and Franchisee will be obligated to comply with those modified specifications and directives.

20.12. Notice. Either party delivering to the other any written notice required under this Agreement will provide that notice by traceable means to the contact information identified below. The party serving the notice will have the burden of establishing that notice was received by the other party, but receipt will be deemed proven by any third party carrier's or process server's written verification (including a standard form receipt in paper or electronic form) of its delivery of the notice to the other party or to the contact information identified below. Each party is permitted to change its contact information by delivering written notice to the other identifying the new information. Unless a party notifies the other of alternative contact information, all notices will be sent:

If to Franchisor:
Iron Tribe Franchise, LLC
300 27th Street South
Birmingham, Alabama 35233
Phone: (205) 226-8669
Email: forrest@IronTribeFitness.com

With a copy to:
_____
_____
_____

If to Franchisee:
_____
_____
Attn: _____
Fax: _____
Email: _____

20.13. Non-Waiver of Rights. Either party's waiver of any particular right or default will not affect or impair that party's later exercise of that right or the remedies relating to a default of the same or a different kind; nor will any delay, forbearance or omission of either party to execute any rights arising from this Agreement or any default affect or impair that party's rights as to the same or any future exercise of those rights or default.

20.14. Severability. If any part of this Agreement, for any reason, is declared invalid by a court of competent jurisdiction, then that declaration will not affect the validity or

enforceability of any remaining portion. The remaining portion will remain in force and effect as if this Agreement were executed with the invalid portion eliminated or curtailed.

20.15. Currency. All monetary figures in this Agreement are described in United States Dollars, and the parties will make all payments in that currency.

20.16. Force Majeure. If, as a result of hurricane, tornado, typhoon, flooding, lightning, blizzard and other unusually severe weather, earthquake, avalanche, volcanic eruption, fire, riot, insurrection, war, terrorist attack, explosion, unavoidable calamity or other act of God (a "Force Majeure"), compliance by either party with the terms of this Agreement is rendered impossible or would otherwise create an undue and commercially unreasonable hardship upon that party, then both parties will be excused from their respective obligations hereunder for the duration of the Force Majeure and for a reasonable recovery period thereafter, but otherwise this Agreement will continue in full force and effect.

20.17. Execution by Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Franchisee acknowledges that this Agreement will not take effect until accepted and executed by Franchisor.

EXECUTED on the date below and effective as of the Effective Date by and between:

IRON TRIBE FRANCHISE, LLC	**[FRANCHISEE]**
By: _____ Forrest Walden, Managing Member	_____ _____ _____
Date: _____	Date: _____

EXHIBIT A

LICENSED MARKS

The Marks licensed to Franchisee under this Agreement are the following:

1. Iron Tribe Fitness, USPTO Registration No. 3806448

Acknowledged by Franchisor, and replacing any prior version of this Exhibit A:

IRON TRIBE FRANCHISE, LLC

By: _____
Date: _____

EXHIBIT B

LOCATION

The Location under this Agreement is:

_____

Acknowledged by Franchisor and Franchisee:

IRON TRIBE FRANCHISE, LLC	FRANCHISEE:
By: _____	By: _____
Date: _____	Date: _____

EXHIBIT C

GUARANTY OF PERFORMANCE

This Guaranty and Assumption of Obligations is given this ___day of _____, 20___, by _____ (whether one or multiple persons or entities, the "Guarantor").

1. In consideration of, and as an inducement to, the execution of the Franchise Agreement (the "Franchisee Agreement") by Iron Tribe Franchise, LLC ("Franchisor"), and _____ ("Franchisee"), Guarantor hereby personally and unconditionally: (i) guarantees to Franchisor, and its successor and assigns, for the term of the Franchise Agreement and as provided in the Franchise Agreement, that Franchisee will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement; and (ii) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. Guarantor waives the right to assert as a defense to Franchisor's claims under this Guaranty that Franchisor had the right to procure any insurance on Franchisee's account.

2. Guarantor waives: (i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (ii) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (iv) any right Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of liability.

3. Guarantor consents and agrees that: (i) Guarantor's direct and immediate liability under this Guaranty is joint and several; (ii) Guarantor will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (iii) liability is not contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (iv) liability is not diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which is continuing and irrevocable during the term of the Franchise Agreement.

4. Guarantor represents and warrants that, by signing the Guaranty: (i) any financial statements and other financial information that Guarantor has submitted to Franchisor are limited to the separate property of Guarantor and any marital property (community property) against which Franchisor is entitled to enforce its rights under this Guaranty and do not include any separate property of Guarantor's spouse against which Franchisor may not enforce this Guaranty; (ii) if no signature appears below for Guarantor's spouse, Guarantor is either not married or, if married, is a resident of a state that does not require the consent of both spouses to encumber the assets of a marital estate (i.e., community property); and (iii) if Guarantor's spouse signs below to indicate his/her consent to the Guarantor giving such Guaranty, then such consent also serves

to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

5. Guarantor hereby consents and agrees that:

(a) Guarantor's liability under this undertaking is direct, immediate, and independent of the liability of, and is joint and several with, Franchisee and the other parties who may be held liable for Franchisee's performance of the Franchise Agreement;

(b) Guarantor will render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so;

(c) Franchisor is entitled to proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action or having obtained any judgment against Franchisee; and

(d) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking (including any amounts expended in pursuing payment from Franchisee) or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature on the same day and year as the Agreement was executed.

GUARANTOR(S)	**Percentage Ownership in Franchisee**
Signature: _____ Name: _____	_____%
Signature: _____ Name: _____	_____%
Signature: _____ Name: _____	_____%

EXHIBIT D

OWNER COVENANTS AGREEMENT

This Owner Covenants Agreement (the "Owner Agreement") is made and entered into as of this _____ day of _____, 20___, by and among _____ ("Franchisee"), _____ (whether one or multiple persons, "Owner"), and Iron Tribe Franchise, LLC ("Franchisor").

1. Recitals. Franchisor has executed or intends to execute a Franchise Agreement with Franchisee under which Franchisor grants to Franchisee certain rights (the "Franchise Agreement") to operate a business under the Marks (as defined therein). Before allowing Owner to have access to the Confidential Information (as defined below) and as a material term of the Franchise Agreement necessary to protect Franchisor's Confidential Information used in the operation of the Franchised Business (as defined in the Franchise Agreement) and Franchisor's proprietary rights in and Franchisee's right to use the Confidential Information, Franchisor and Franchisee require that Owner enter into this Owner Agreement. Owner acknowledges and agrees that any use or disclosure of the Confidential Information other than in accordance with this Owner Agreement and the Franchise Agreement will cause Franchisor and Franchisee substantial harm.

2. Confidential Information. "Confidential Information" means any and all information, knowledge, know-how, systems, programs, the Manual (as defined in the Franchise Agreement), and other methods and techniques developed or used by Franchisor and licensed to Franchisee for the purposes of operating the Franchised Business; provided, however, that Confidential Information does not include any information that: (1) Franchisee can demonstrate came to its attention prior to its disclosure by Franchisor; (2) at the time of its disclosure by Franchisor to Franchisee, had become a part of the public domain through publication or communication by others without violating any confidentiality obligation; or (3) after disclosure to Franchisee by Franchisor, becomes a part of the public domain through publication or communication by others without violating any confidentiality obligation. Franchisor may make any additions, modifications, or deletions to the Confidential Information at any time.

3. Protection of Confidential Information. Owner agrees to use the Confidential Information only to the extent reasonably necessary to perform his or her duties on behalf of Franchisee. Owner is permitted to use or disclose the Confidential Information only as agent for Franchisee and only when and where Franchisee is permitted to use or disclose. Owner acknowledges and agrees that Owner has no individual interest in or right to use the Confidential Information under this Owner Agreement and that the unauthorized use or duplication of the Confidential Information in connection with any other business or any other way would be detrimental to Franchisor and Franchisee. Unauthorized use or duplication would constitute a breach of Owner's obligations of confidentiality and an unfair method of competition with Franchisor, Franchisee and any other businesses owned or operated by Franchisor or other franchisees. Owner acknowledges and agrees that the Confidential Information is confidential to and a valuable asset of Franchisor. Owner agrees that during the term of the Franchise

Agreement and thereafter, he or she: (i) will not use the Confidential Information in any other business or capacity; (ii) will maintain the absolute confidentiality of the Confidential Information; (iii) will not make unauthorized copies of any portion of the Confidential Information disclosed or recorded in written or other tangible form; and (iv) will adopt and implement all reasonable procedures prescribed from time to time by Franchisor or Franchisee to prevent unauthorized use or disclosure of or access to the Confidential Information.

4. Restrictive Covenants. Owner acknowledges and agrees that Franchisor and Franchisee would be unable to protect the Confidential Information against unauthorized use or disclosure and Franchisor would be unable to achieve a free exchange of ideas and information among franchisees if persons authorized to use the Confidential Information were permitted to engage in, have ownership interests in, or perform services for competitive businesses. Owner therefore agrees that:

(a) During the Term of the Franchise Agreement, Owner will not own, manage, or participate directly or indirectly or serve in any capacity in any business engaged in the offer or sale of fitness or nutrition goods or services that are the same as or similar to those offered by the Franchised Business anywhere. In addition, for two (2) years after the transfer, termination, or expiration of this Owner Agreement, Owner will not own, manage, or participate directly or indirectly or serve in any capacity in any business engaged in the offer or sale of fitness or nutrition goods or services that are the same as or similar to those offered by the Franchised Business that is fifteen (15) miles or less from the Location, from any location of a then-existing franchisee of Franchisor, or from a then-existing outlet operated by Franchisor using the Marks. This restriction on ownership will not be applicable to Owner's ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than five percent (5%) of the number of shares of that class of securities issued and outstanding.

(b) During the Term of the Franchise Agreement and for two (2) years after its transfer, termination or expiration, Owner will not hire any person from, or solicit or induce any person to leave his employment with, Franchisor, any Franchisor affiliate, or any other franchisee of Franchisor.

(c) For two (2) years following the transfer, termination, or expiration of the Franchise Agreement, Owner will not solicit, service, or sell to, directly or indirectly, any Athlete who is or was an Athlete of the Franchised Business before the effective date of transfer, termination or expiration; except that this covenant will not restrict Owner from engaging in general advertising or marketing of a business engaged in the offer or sale of goods or services unrelated to those offered or sold in the Franchised Business.

5. Covenants Reasonable. Owner recognizes the broad scope of the restrictive covenants set forth in this Owner Agreement, and agrees that they are reasonable. If any court or tribunal of competent jurisdiction refuses to enforce any covenant because it is more extensive than is deemed reasonable, it is expressly understood and agreed that such covenants are not void, but that the restrictions contained therein will be reduced to the extent necessary to permit the enforcement of such covenants. Owner expressly acknowledges and agrees that Owner

possesses skills and abilities of a general nature and has opportunities for exploiting such skills. As a result, any required enforcement of these restrictive covenants will not deprive Owner of the ability to earn a living.

6. Surrender of Documents. Owner agrees that as of the effective date of the expiration, termination or transfer of the Franchise Agreement, Owner will immediately cease to use the Confidential Information disclosed to or otherwise learned or acquired by Owner and will return to Franchisor all copies of the Confidential Information loaned or made available to Owner.

7. Costs and Attorneys' Fees. In the event that Franchisor or Franchisee is required to enforce this Owner Agreement in an action against Owner, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees incurred in seeking such enforcement, including in any administrative proceeding and on appeal.

8. Waiver. Any party's failure to insist upon strict compliance with any of the terms, covenants or conditions hereof will not be deemed a waiver of such term, covenant or condition, nor will any waiver or relinquishment of any right or remedy hereunder at any one time be deemed a waiver or relinquishment of such right or remedy at any other time.

9. Severability. Each provision of this Owner Agreement and any portion thereof will be considered severable, and if for any reason any such provision is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling will not impair the operation of or have any other effect upon such other portions of this Owner Agreement as may remain otherwise intelligible, and those other portions will continue to be given full force and effect and bind the parties hereto. Any portion held to be invalid will be deemed not to be a part of this Owner Agreement from the date the time for appeal expires if Owner is a party thereto or upon Owner's receipt of a notice from Franchisor that it will not enforce the provision in question.

10. Rights of Parties Are Cumulative. The rights of the parties hereunder are cumulative, and no exercise or enforcement by a party hereto of any right or remedy granted hereunder will preclude the exercise or enforcement by them of any other right or remedy hereunder or that they are entitled by law to enforce.

11. Benefit. This Owner Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. In the event Franchisor does not execute this Owner Agreement (regardless of the reason), Franchisor will be deemed a third party beneficiary of this Owner Agreement and will have the right to enforce this Owner Agreement directly.

12. Effectiveness. This Owner Agreement will be enforceable and effective when signed by Owner regardless of whether and when Franchisor or Franchisee signs this Owner Agreement.

13. Governing Law. This Owner Agreement and the relationship between the parties hereto will be construed and governed in accordance with the internal laws of the Alabama without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Owner Agreement in multiple counterparts as of the day and year first above written.

OWNER:

_____
Print name of Owner

_____
Signature of Owner

OWNER:

_____
Print name of Owner

_____
Signature of Owner

OWNER:

_____
Print name of Owner

_____
Signature of Owner

FRANCHISEE:

_____
Print name of Franchisee

By:_____

Print Name:_____

Title:_____

FRANCHISOR:

IRON TRIBE FRANCHISE, LLC

By:_____
Forrest Walden, Managing Member

EXHIBIT E

FORM OF CONDITIONAL ASSIGNMENT OF LEASE

This Conditional Assignment of Lease (the "Assignment") is entered into as of this _____ day of _____, 20___, by and between _____ ("Lessor"), _____ ("Franchisee"), and Iron Tribe Franchise, LLC ("Franchisor").

RECITALS

A. Franchisor and Franchisee are parties to a Franchise Agreement dated _____, 20_____ (the "Franchise Agreement"), under which Franchisee is obligated to purchase or lease a site from which to operate the business contemplated by the Franchise Agreement.

B. Lessor and Franchisee have entered into or will enter into a lease agreement (the "Lease") for the premises located at _____ (the "Location"), to be leased by Lessor to Franchisee for use in the franchised business.

C. Lessor and Franchisee desire to make this Assignment an addendum to the Lease in order to grant Franchisor certain rights to assume and assign the Lease or to assert other rights relating to the Lease or the Location under certain circumstances.

NOW, THEREFORE, the parties covenant and agree as follows:

AGREEMENT

1. Assignment of Lease. Franchisee is permitted to assign the Lease to Franchisor, or to a parent, subsidiary or affiliate of Franchisor, at any time during the term of the Lease for any reason whatsoever with no further consent of Lessor required.

2. Notice of Default or Termination. Lessor will simultaneously furnish Franchisor with a copy of any notice of default or notice of termination arising out of the Lease that Lessor sends to Franchisee. Franchisor's address for notice is: 300 27th Street South, Birmingham, Alabama 35233, or such other address as Franchisor subsequently provides in writing to Lessor.

3. Cure of Franchisee Defaults. Franchisor is permitted to cure any default of Franchisee under the Lease, but Franchisor is not obligated to cure any such default unless Franchisor has assumed (and not re-assigned as permitted herein) the Lease.

4. Assumption of Lease. Upon termination prior to expiration of the Lease or termination or expiration of the Franchise Agreement, Franchisor or any of its parents, subsidiaries or affiliates has the option to assume the Lease or to enter into a new Lease upon the same terms and conditions, except that the term of such new Lease will be for the remainder of the original Lease term and, upon Franchisor's exercise thereof, for any option terms. If

Franchisor exercises its option to assume the Lease, and provided that Franchisor does not later default on any of its obligations under the Lease, then Franchisor is permitted upon written notice to Lessor to assign its rights as lessee under the Lease to a duly authorized franchisee of Franchisor (or its affiliate) without further consent of Lessor; provided that any such assignment will only become effective upon Franchisor's providing to Lessor all of the following:

(a) the name, address and contact person of the assignee franchisee;

(b) a duly executed copy of a franchise agreement between the assignee franchisee and Franchisor (or its affiliate);

(c) a duly executed assignment agreement under which the assignee franchisee agrees to assume the Lease unconditionally; and

(d) a duly executed new conditional assignment of lease (in the Franchisor's then-current form) between Franchisor, the assignee franchisee and Lessor, which Lessor will execute in a timely manner.

5. Release of Obligations. Upon the date of delivery to Lessor of all of the documents listed in Section 4 herein, the assignment to the assignee franchisee will become effective and Franchisor will be released from performance of the Lease or any payment obligation thereunder.

6. Outstanding Debts of Franchisee. An outstanding debt of Franchisee to Lessor will not prevent Franchisor's exercise of its right to assume the Lease or to enter into a new Lease upon the same terms and conditions, and will not prevent Franchisor's taking possession of the Location. Lessor will solely recover any Franchisee debt from Franchisee, and will not seek repayment from Franchisor or seek to condition any transfer of the Lease or Franchisor's (or its assignee's) use of or access to the Location upon payment of any Franchisee debt.

7. Amendments to the Lease. Lessor and Franchisee will not alter or amend any material terms or conditions of the Lease without the prior written consent of Franchisor, which consent Franchisor will not unreasonably withhold. Any unapproved amendment or alteration will be null and void as to Franchisor and will not affect or limit Franchisor's rights hereunder.

8. Removal of Trademarks. If, upon the expiration or termination of the Lease, Franchisee fails to remove from the Location or its surroundings any of Franchisor's trademarks or trade dress, and Franchisor does not assume the Lease or otherwise take possession of the Lessor, then Lessor will remove those trademarks and trade dress or will give Franchisor a reasonable opportunity to remove them at Franchisor's expense. In no event will Lessor have any right to use or display any of Franchisor's trademarks or trade dress.

9. Consideration. The parties acknowledge the receipt of good and valuable consideration for the rights granted herein.

10. Binding Effect. This Assignment will extend to and be binding upon the parties

hereto and their respective heirs, executors, administrators, successors and permitted assigns.

11. Adequate Time. Each of the parties acknowledges that such party has received, has had ample time to read, and has read this Assignment and fully understands its provisions. Each of the parties further acknowledges that such party has had an adequate opportunity to be advised regarding all pertinent aspects of this Assignment by legal advisors of the party's own choosing.

12. Not a Guarantee. Lessor acknowledges that Franchisor is executing this Assignment solely for the purposes of acknowledging the provisions contained herein, and Lessor agrees that the execution by Franchisor will in no way be construed to obligate Franchisor for the performance or guarantee of any terms, conditions, obligations and covenants in the Lease, except as specifically set out in this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment effective the date first above written.

FRANCHISEE

_____

By:_____
Print Name: _____
Title:_____
Date: _____

FRANCHISOR

IRON TRIBE FRANCHISE, LLC

By:_____
Forrest Walden, Managing Member

Date: _____

LESSOR

_____

By:_____
Print Name:_____
Title:_____

Date: _____

EXHIBIT F

FRANCHISEE QUESTIONNAIRE

In conjunction with entering into the Franchise Agreement, Franchisee (you) makes these representations in response to the following questions.

1. Have you reviewed the Franchise Agreement and each exhibit to it prior to signing?

Yes □ No □

2. Are there any uncompleted blanks (other than signature lines) in the Franchise +- Agreement or exhibits?

Yes □ No □

3. Regardless of whether you did so, did you have enough time to consult with an attorney and other advisors before executing the Franchise Agreement?

Yes □ No □

4. Do you understand the Franchise Agreement and each exhibit?

Yes □ No □

5. Did you receive a Franchise Disclosure Document from the Franchisor at least 14 days prior to executing the Franchise Agreement?

Yes □ No □

6. Did you review the information in the Franchise Disclosure Document?

Yes □ No □

7. Has anyone, speaking on behalf of the Franchisor, made any statement or representation to you that was inconsistent with information in the Franchise Disclosure Document?

Yes □ No □

If yes, what statement or representation was made to you, and by whom?

_____

_____

_____

_____

_____

8. Aside from information in Item 19 of the Franchise Disclosure Document, and aside from information you may have obtained from other franchisees, has anyone made any statement, representation, or promise to you about the sales, revenues, income, or profits you would receive as a franchisee?

Yes □ No □

If yes, what statements, representations, or promises were made to you, and by whom?

_____
_____
_____
_____
_____

9. Has anyone, speaking on behalf of the Franchisor, made any promises or guarantees that your franchise operation will be successful or profitable?

Yes □ No □

If yes, what promises or guarantees were made to you, and by whom?

_____
_____
_____
_____
_____

Statement given this ____ day of _____, 20___ by:

[FRANCHISEE]

_____
By