



ATHLETIC REVOLUTION®

A large, stylized star graphic with a gradient from orange to yellow, positioned below the text 'ATHLETIC REVOLUTION'.

FITNESS REVOLUTION INTERNATIONAL, LLC

FRANCHISE DISCLOSURE DOCUMENT

Fitness Revolution International, LLC
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The franchisee will operate a Fitness Revolution adult fitness training center or an Athletic Revolution youth fitness training center.

The total investment necessary to begin and maintain operations for at least three (3) months of a complete Fitness Revolution franchise ("Fitness Revolution Franchise") is estimated to be from \$23,506.16 to \$121,908.90. This includes the initial franchise fee of \$7,500 that must be paid to the franchisor.

The total investment necessary to begin and maintain operations for at least three months of a complete Fitness Revolution Franchise converted from an existing business is estimated to be from \$13,509.00 - \$42,733.90. This includes the initial discounted franchise fee of \$597.00 that must be paid to the franchisor.

The total investment necessary to begin and maintain operations for at least three months of a complete Athletic Revolution franchise ("Athletic Revolution Franchise") is estimated to be from \$30,164.00 - \$116,954.00. This includes the initial franchise fee of \$7,500 that must be paid to the franchisor.

The total investment necessary to begin and maintain operations for at least three months of a complete Athletic Revolution franchise converted from an existing business and facility is estimated to be from \$19,864.00 - \$46,954.00. This includes the initial discounted franchise fee of \$2,500 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection

with the proposed franchise sale or grant. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Fitness Revolution Franchise Administration Department at: 110 Chase Way, Suite 5, Elizabethtown, Kentucky, 42701.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully and thoroughly before you sign. Also, we encourage you to show your contract and this disclosure document to an advisor, like a lawyer or accountant prior to signing.

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

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

Issuance Date: April 1, 2012, as amended October 1, 2012

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE STATE OR THAT THE STATE HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. Call the state franchise administrator listed in **Exhibit C** for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS and references to Items for further detail before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN HARDIN COUNTY, KENTUCKY. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN KENTUCKY THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT KENTUCKY LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THIS IS A DEVELOPMENT STAGE COMPANY WITH NO FRANCHISE OPERATING HISTORY TO ASSIST A PROSPECTIVE FRANCHISEE IN DECIDING TO MAKE THIS INVESTMENT.

4. THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND THE FRANCHISOR'S PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES (See Exhibit B to Disclosure Document)(Required to be disclosed by the Attorney General of Illinois).

5. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$13,509 TO \$121,908.90. THIS AMOUNT EXCEEDS THE FRANCHISOR'S MEMBER'S EQUITY AS OF DECEMBER 31, 2011, WHICH IS REPORTED TO BE A DEFECIT OF \$29,203.00 (Required to be disclosed by New York State Franchise Law and the franchise laws of the Commonwealth of Virginia).

6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more referral sources to assist us in selling our franchise. A referral source, if any, represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Connecticut, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates.

California	Registration Effective September 26, 2011
Florida	Exemption Notice Filing – January 25, 2012
Hawaii	Registration –Effective December 24, 2012
Illinois	Registration – Effective January 30, 2012
Indiana	Registration – Effective April 25, 2012
Kentucky	Exempt
Maryland	
Michigan	Registration – Effective October 14, 2012
Minnesota	Registration – Effective January 9, 2012;
New York	Registration – Effective Sept. 1, 2011
Oregon	No Notice Required
Rhode Island	Registration – Effective December 23, 2011
Virginia	Registration - Effective March 19, 2012
Washington	Registration – Effective May 12, 2011
Wisconsin	Registration - Effective January 6, 2012

Table of Contents

Item 1: The Franchisor, and any Parents, Predecessors, and Affiliates.....	8
Item 2: Business Experience.....	9
Item 3: Litigation.....	10
Item 4: Bankruptcy	10
Item 5: Initial Fees.....	10
Item 6 Other Fees:	10
Item 7: Estimated Initial Investment.....	12
Item 8: Restrictions on Sources of Products and Services	15
Item 9: Franchisee’s Obligations	16
Item 10: Financing	18
Item 11: Franchisor’s Assistance, Advertising, Computer Systems and Training.....	19
Item 12: Territory.....	24
Item 13: Trademarks	25
Item 14: Patents, Copyrights and Proprietary Information	27
Item 15: Obligation to Participate in the Actual Operation of the Franchise Business	28
Item 16: Restrictions on What the Franchisee May Sell	29
Item 17: Renewal, Termination, Transfer, and Dispute Resolution.....	29
Item 18: Public Figures	36
Item 19: Financial Performance Representations.....	36
Item 20: Outlets and Franchisee Information.....	37
Item 21: Financial Statements.....	41
Item 22: Contracts.....	41
Item 23: Receipts	41

Exhibits

A Franchise Agreement and Related Exhibits:

Exhibit 1	-	Franchised Territory
Exhibit 2	-	Lease Assignment Agreement
Exhibit 3	-	Names & Addresses of Equity Owners, Directors & Officers
Exhibit 4	-	Personal Guarantee
Exhibit 5	-	De-Identification Checklist
Exhibit 6	-	Confidentiality/Non Competition Agreement

- Exhibit 7 - General Release – Renewal
- Exhibit 8 - General Release – Assignment
- Exhibit 9 - Financing Agreement – Promissory Note
- Exhibit 10 - Supplemental Addenda
- Exhibit 11 - Notices of Recordation and Assignment

- B Certified Independent Audited Financial Statements for Year 2011**
- C State Administrators**
- D Agents for Service of Process**
- E State Addenda to Franchise Disclosure Document**
- F List of Franchisees**
- G List of Former Franchisees**
- H1 Franchisee Organizations We Have Created, Sponsored or Endorsed**
- H2 Independent Franchisee Associations**
- I Personal Guarantee**
- J Receipt (2 copies)**

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

To simplify the language in this disclosure document, “we” or “us” mean Fitness Revolution International, LLC, the franchisor. “You” means the individual, corporation or partnership who buys the franchise. If the franchisee will operate through a corporation or partnership, “you” also includes the franchisee’s owners or partners.

Our company name is Fitness Revolution International, LLC and we are using the name FITNESS REVOLUTION and ATHLETIC REVOLUTION as our names for the business, and we are using the names FITNESS REVOLUTION and ALTHLETIC REVOLUTION as our trademarks in connection with the business. We are a Kentucky Limited Liability Company formed on December 1, 2010. Our principal business address is located at 110 Chase Way, Suite 5, Elizabethtown, Kentucky 42701 and the telephone number is 1-888-335-6297.

The principal business address of our affiliate, AR iPROPERTIES, LLC (“AR iProperties”) is P.O. Box 1539, Elizabethtown, KY 42702 and its telephone number is 1-888-785-0422. AR iProperties is a Kentucky Limited Liability Company incorporated on December 23, 2008 and is the initial and former registrant and owner of the intellectual property rights to the trademarks described more fully below. Our members are also the members of AR iProperties. AR iProperties does not offer franchises in any line of business or provide products or services to our franchisees. AR iProperties has not conducted a business of the type to be operated by us. AR iProperties does not perform any service or operation for us. You will not pay any fees directly, or indirectly, to AR iProperties.

The principal business address of our other affiliates, Fitness Revolution Licensing, LLC (“FR Licensing”) and Athletic Revolution Licensing, LLC (“AR Licensing”) is 110 Chase Way, Suite 5, Elizabethtown, KY 42701 and the telephone number is 1-888-335-6297. FR Licensing is a Kentucky limited liability company formed on January 24, 2012 and is our affiliate entity engaged in the Fitness Revolution international licensing program. Our members are also the members of FR Licensing. AR Licensing is a Kentucky limited liability company formed on January 24, 2012 and is our affiliate entity engaged in the Athletic Revolution international licensing program. Our members are also the members of AR Licensing. Under a licensing agreement, we license FR Licensing and AR Licensing the right to sub-license the Trademarks and the Fitness Revolution and Athletic Revolution programs to international licensees. FR Licensing and AR Licensing are not engaged in the offer or sale of the Fitness Revolution or Athletic Revolution franchise, and do not offer franchises in any line of business or provide products or services to our franchisees. FR Licensing and AR Licensing do not perform any service or operation for us. You will not pay any fees directly, or indirectly, to FR Licensing or AR Licensing.

The principal business address of our agents for service of process is shown on Exhibit D.

We have never operated a Fitness Revolution or Athletic Revolution Center. We started offering franchises on January 4, 2011. A list of franchisees currently operating Fitness Revolution and Athletic Revolution Centers is under Exhibit F. We have no other business activities outside the Fitness Revolution and Athletic Revolution franchise business.

Your franchise business will operate a Fitness Revolution facility offering adult group, semi-private, and individual programs in the area of fitness, personal training and education with an emphasis on one-on-one coaching. Specifically, the Fitness Revolution concept is to provide individually-designed fitness coaching techniques and exercise programs to help meet

the individual's specific needs and to reach their personal fitness and fat-loss goals whether it is in the format of a group boot-camp or private session.

If you have an existing fitness training operation and facility, you have the opportunity to continue your business under our franchise model above. You may maintain use of your existing brand if desired, but you will be required to co-brand with the Fitness Revolution name and you must use our logo and trademark.

Also, you may have the opportunity to expand your territory as defined in Item 12 of this disclosure document provided you have operated your Fitness Revolution Franchise for a minimum of three (3) months. You may expand your existing territory, acquire a territory adjacent to your existing territory, or acquire an additional territory altogether.

Your franchise business will operate one of two franchise models: (1) the Fitness Revolution Franchise; or (2) the Athletic Revolution Franchise. The Fitness Revolution Franchise and the Athletic Revolution Franchise includes the entire franchise opportunity below. You will own and operate a stand-alone facility providing training and education in the areas of fitness, strength training, weight control, and overall wellness.

If you have an existing fitness training/coaching business, you have the opportunity to continue your business under one of our two franchise models above. You may maintain use of your existing brand if desired, but you will be required to co-brand with the Athletic Revolution or Fitness Revolution name and you must use our logo and trademark. We will offer you the Fitness Revolution or Athletic Revolution franchise and will discount the initial franchise fee for either program by fifty percent (50%) ("Discounted Initial Fee"). Therefore, your Initial Investment Fees will be different from other franchisees because you do not require the same level of pre-opening, initial training, and operational assistance from us that a new franchisee requires due to your existing operational facility. Except for the Discounted Initial Fee which shall not include the initial training service, all other terms and conditions of the Franchise Agreement will remain the same. (See Exhibit 10 to Franchise Agreement).

The market for your services for each of the Athletic Revolution franchise opportunity will consist of members of the general public seeking fitness programs for youth under 18 years of age. Sales are not seasonal. The market is very well developed and highly competitive. You will compete with other fitness programs, centers, and/or gyms serving youth, families and adults.

The market for your services for the Fitness Revolution franchise opportunity will consist of members of the general public seeking adult fitness programs. Sales are not seasonal. The market is very well developed and highly competitive. You will compete with other fitness programs, centers, and/or gyms serving adults.

You will be required to purchase your franchise business under the ownership of a limited liability company rather than in your individual capacity.

Fitness Revolution and Athletic Revolution coaches and trainers do not need licensing by the state they work in, but each business is subject to state and federal regulations regarding employees.

You must comply with federal, state and local health regulations concerning the operation of a fitness facility, including first aid training of the staff, readily accessible, on-site medical emergency response equipment such as defibrillators if, and as required by your state law, fitness and various other local, state and federal laws concerning consumers and the sale of certain products.

We do not have any predecessors during the 10 year period immediately before the close of our most recent fiscal year. We do not have any predecessors who have conducted a business of the type to be operated by us. We have no parents.

Item 2: Business Experience

William P. Rigsby, CEO

From 2006-2009, Mr. Rigsby was Co-Owner of Fit Systems Personal Training, a company in Owensboro, Kentucky. In 2007, Mr. Rigsby became a co-owner and Chief Marketing Officer of International Youth Conditioning Association, Inc. ("IYCA"), an Illinois company with principal offices located at 110 Chase Way, Suite 5, Elizabethtown, Kentucky 42701. In December, 2008, Mr. Rigsby co-founded Athletic Revolution International, LLC, a company located at 110 Chase Way, Suite 5, Elizabethtown, Kentucky 42701, which offered franchises in youth fitness and personal training and served as CEO until it was merged with Fitness Revolution. In December, 2010, Mr. Rigsby co-founded us and serves as CEO. Mr. Rigsby currently holds his positions with IYCA and us.

Richard N. Berry, President

Since 2006, Mr. Berry has been co-owner and operator of Fitness Consulting Group, LLC, a fitness business consulting firm located at 110 Chase Way, Suite 5, Elizabethtown, Kentucky 42701. In January, 2007, Mr. Berry acquired part ownership of International Youth Conditioning Association, Inc. ("IYCA"), an Illinois corporation with its principal place of business at 110 Chase Way, Suite 5, Elizabethtown, Kentucky and has served as Chief Financial Officer and Chief Operations Officer. In August, 2011, Mr. Berry was elected as the CEO and was appointed as a member of the board of directors of IYCA. In December, 2008, Nick Berry co-founded Athletic Revolution International LLC, a youth fitness franchising operation, located at 110 Chase Way, Suite 5, Elizabethtown, Kentucky 42701, and served as President until it was merged with Fitness Revolution. In December, 2010, Mr. Berry co-founded us and serves as President. Mr. Berry currently holds all of the positions stated above.

Sara Nylander, Vice-President of Technology

During 2006, Ms. Nylander provided technical support to The Sports Academy Northwest in Chicago, Illinois. Since 2007, Ms. Nylander has served as Chief Technology Officer for International Youth Conditioning Association, Inc. ("IYCA") based in Kentucky. In December, 2008, Ms. Nylander co-founded Athletic Revolution International, LLC, and served as the Vice President of Technology until Athletic Revolution merged with us. Ms. Nylander currently holds her positions with IYCA and us.

Ryan Ketchum, Director of Franchise Support

In 2006 Mr. Ketchum founded and owned Precision Performance Training, as a sole proprietor, in Bloomington, Indiana. In 2008 Mr. Ketchum partnered with Wil Fleming to co-found and own Force Fitness and Performance, LLC. Force Fitness and Performance is a personal training and sports performance facility located in Bloomington, IN. Since 2010 Mr. Ketchum has been working with the Fitness Consulting Group as the VP of Business Development and the Athletic Revolution International franchise as Director of Franchise Support. Currently Mr. Ketchum holds his positions with Force Fitness and Performance, LLC, Fitness Consulting Group, Athletic Revolution and as Director of Franchise Support for Fitness Revolution as well.

Sean P. Carey, Chief Operating Officer

Since 2003, Mr. Carey has been president and founder of Perfectly Fit Corporate Services, Inc. a corporate wellness management and consulting firm located at 19 Hornbeam Road, Coventry, Rhode Island 02816. In January 2005, Mr. Carey founded and served as president of Sean P. Carey, Inc. a fitness and wellness business consulting firm, with its principal place of business at 19 Hornbeam Road, Coventry, Rhode Island 02816, until December 2011. In March 2001 Mr. Carey founded and served as president of Perfectly Fit, Inc. a personal fitness training and wellness studio located in East Greenwich, Rhode Island until July 2005. In December, 2010, Sean Carey co-founded Fitness Revolution International, LLC, and currently serves as COO. Mr. Carey currently holds positions with Perfectly Fit Corporate Services, Inc. and us.

Patrick Beith, Member

From 2004 to Present, Mr. Beith co-founded and is the co-owner of Athletes Acceleration Inc, a sports training information company in North Attleboro, Massachusetts. In September 2011, Mr. Beith became a part owner of the International Youth Conditioning Association, Inc. ("IYCA") based in Elizabethtown, Kentucky. Also, in September, 2011, Mr. Beith became part owner of Athletic Revolution International, LLC, a company located at 110 Chase Way, Suite 5, Elizabethtown, Kentucky 42701, until Athletic Revolution merged with us.

Latif Thomas, Member

From 2004 to Present, Mr. Thomas co-founded and is the co-owner of Athletes Acceleration Inc, a sports training information company in North Attleboro, Massachusetts. In September 2011, Mr. Thomas became a part owner of the International Youth Conditioning Association, Inc. ("IYCA") based in Elizabethtown, Kentucky. Also, in September, 2011, Mr. Thomas became part owner of Athletic Revolution International, LLC, a company located at 110 Chase Way, Suite 5, Elizabethtown, Kentucky 42701, until Athletic Revolution merged with us and is now a member of us.

Item 3: Litigation

No litigation is required to be disclosed in this Item.

Item 4: Bankruptcy

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

Item 5: Initial Fees

FITNESS REVOLUTION AND ATHLETIC REVOLUTION FRANCHISE

The Initial Franchise Fee is \$7,500. You must pay the Initial Franchise Fee in a full, lump-sum payment on the date that you sign the Franchise Agreement. If you are converting your existing business to a Fitness Revolution Franchise or Athletic Revolution Franchise, you must pay the Discounted Initial Franchise Fee of \$2,500 per unit sold in a full, lump-sum payment on the date that you sign the Franchise Agreement. We may defer payment of the Initial Franchise Fee until your business opens (See State Addenda to Disclosure Document and Exhibit 10 to Franchise Agreement).

Please refer to the State Addenda for additional information regarding specific state requirements. For payment of the Initial Franchise Fee, we may offer up to 50% financing with

interest at 10%, payable monthly over two years. For payment of the Discounted Initial Franchise Fee, we may offer installment payments over a three (3) month period (See Supplemental Addenda, Exhibit 10 to Franchise Agreement).

We will not refund any of the Initial Franchise Fee.

You pay us no other fees or payments for services or goods before your business opens.

Item 6: Other Fees

FITNESS REVOLUTION FRANCHISE

OTHER FEES*

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks and To Whom Paid
Continuing Royalty	6% of Gross Revenues	Payable the 5 th of each month	Payable to and collected by Franchisor
Initial Training (after the first two trainees)	\$0; Travel related expenses only	As Incurred.	Payable to and collected by third party vendors. The initial Franchise Fee includes the initial training of two (2) individuals. All Managers you appoint later must also complete the Initial Training Program at no additional costs other than travel-related expenses.
Annual Meeting	\$0 - \$300 plus Travel Expenses	Upon Request	Details provided annually.
Late Payment and Interest Fees	18% per annum or the maximum rate allowed by law whichever is less. Late Payment fee of 5% of any amount due hereunder.	Upon request	Payable to and collected by Franchisor. You must pay interest on any past due amounts owed to Franchisor. Late payment fees are also imposed on any fee due that is late.
Renewal Fee	\$2500	At Execution of Renewal Agreement..	Payable to and collected by Franchisor.
Transfer Fee	\$2500	Prior to approval of the transfer.	Payable to and collected by Franchisor.
On-Site Assistance	\$450 Per Day.	On Order.	Payable to and collected by Franchisor; We provide opening assistance free. We provide telephone assistance free. Onsite additional assistance is provided for a fee.

Adjacent Territory Fees (Optional)	\$1,500 flat Initial Fee Plus Continuing Royalty fee equal to 6% of Gross Revenue from the Adjacent Territory	At signing for the acquisition of the Adjacent Territory Payable the 5 th of each month	Payable to and collected by Franchisor (See Note 1).
Second Territory Initial Fees (Optional)	\$2,500 Flat Fee plus Continuing Royalty Fee equal to 6% of the Gross Revenue from the Second Territory	At signing for Second Territory.	Payable to and collected by Franchisor (See Note 2).
Expanded Second Territory Fees (Optional)	\$100.00 per month plus Continuing Royalty fee equal to 6% of the Gross Revenue from the Expanded Second Territory	Payable the 5 th of each month.	Payable to and collected by Franchisor (See Note 3).

ATHLETIC REVOLUTION FRANCHISE

OTHER FEES*

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks and To Whom Paid
Continuing Royalty	6% of Gross Revenues	Payable the 5 th of each month.	Payable to and collected by Franchisor.
National Advertising Fund	1% of Monthly Gross Revenues.	Payable the 5 th of each month.	Payable to and collected by Franchisor.
Annual Meeting	\$0 - \$300	Upon Request.	Details provided annually.
Initial Training (After the first two trainees)	\$0; Travel Related Expenses only	As Incurred.	Payable to and collected by third party vendors. The initial Franchise Fee includes the initial training of two (2) individuals. All Managers you appoint later must also complete the Initial Training Program at no additional costs other than travel-related expenses.
Late Payment and Interest Fees	18% per annum or the maximum rate allowed by law whichever is less. Late Payment fee of 5% of any amount	Upon Request.	Payable to and collected by Franchisor. You must pay interest on any past due amounts owed to Franchisor. Late payment fees are also imposed on

	due hereunder.		any fee due that is late.
Renewal Fee	\$2,500	At execution of renewal agreement.	Payable to and collected by Franchisor.
Transfer Fee	\$2,500	Prior to approval of the transfer.	Payable to and collected by Franchisor.
Additional On-Site Assistance	\$450 Per Day.	On Order.	Payable to and collected by Franchisor; We provide opening assistance free. We provide telephone assistance free. Onsite additional assistance is provided for a fee.

*Except where otherwise specified, we impose all the fees in the tables above and you pay us. No fees are refunded.

Fees are not uniformly imposed on the franchisees. The Initial Fee, Renewal Fee, and Royalty payments may be discounted for those franchisees who convert their existing fitness business to an Athletic Revolution or Fitness Revolution franchise due to an existing infrastructure or fitness training program, and therefore have less need for Franchisor assistance. Also, there may be additional monthly fees imposed on those franchisees who exercise their option to expand their Territory as defined under Item 12 of this disclosure document. Lastly, Athletic Revolution franchisees are required to make contributions to the National Advertising Fund equal to 1% of monthly gross revenues. Fitness Revolution franchisees have the option, but are not required to make such contributions.

“Gross Revenues” are defined as the Franchisor’s total revenue after deducting costs and expenses.

1. Adjacent Territory Fees. Franchisee shall have the option, but will not be required, to acquire an additional territory adjacent to franchisee’s existing Territory. “Adjacent Territory” shall be defined as a separate, additional area that contains a minimum population of one hundred thousand (100,000) people, for a combined total of two (2) separate territories consisting of the Territory and the Adjacent Territory. For purposes of the Franchise Agreement, the Territory and the Adjacent Territory shall be treated the same in connection with all sections pertaining to the Territory. In consideration for the acquisition and operation of the Adjacent Territory, Franchisee shall pay a discounted initial fee (“Adjacent Territory Initial Fee”) of one thousand five hundred dollars (\$1,500.00) plus a monthly royalty fee equal to six percent (6%) of the Gross Revenues derived from the Adjacent Territory (together “Adjacent Territory Fees”) in addition to any and all other franchisee Fees.

2. Second Territory. Franchisee shall also have the option, but not be required to, acquire and operate a Second Territory (See Supplemental Addenda Exhibit 10 to Franchise Agreement) In exchange for the right to acquire and operate a Second Territory, Franchisee is required to pay an initial flat fee of two thousand five hundred dollars (\$2,500.00) (“Second Territory Initial Fee”) in addition to any and all fees required under the Franchise Agreement.

3. Expanded Second Territory. In addition, Franchisee’s right to purchase the Second Territory shall include the option to expand the Second Territory (See Supplemental Addenda

Exhibit 10 to Franchise Agreement). Franchisees who exercise the option to acquire the Expanded Second Territory shall pay, in addition to the Second Territory Initial Fee, an additional monthly flat fee of one hundred dollars (\$100.00) plus a monthly royalty payment equal to six percent (6%) of the gross revenues derived from the Expanded Second Territory (“Expanded Territory Fees”) in addition to any and all fees required under the Franchise Agreement.

OTHER FEES*

CONVERSION FROM AN EXISTING BUSINESS TO FITNESS REVOLUTIONFRANCHISE.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks and To Whom Paid
Standard Conversion Franchisee Initial Franchise Fee and BCBP Conversion Franchisees Initial Franchise Fee (See Addenda to Franchise Agreement)	\$2,500 plus Scaled Royalty Payments or \$2,500 plus Flat Monthly Operational and Management Royalty fees/expenses of \$199.00	Payable the 5 th of each month. Payable the 5 th of each month.	Payable to and collected by Franchisor (See Note 1). Payable to and collected by Franchisor (See Note 2).
Annual Meeting	\$0 - \$300	Upon Request.	Details provided annually.
Initial Training (after the first two trainees)	\$0; Travel-Related expenses only	As Incurred.	Payable to and collected by third party vendors. The initial Franchise Fee includes the initial training of two (2) individuals. All Managers you appoint later must also complete the Initial Training Program at no additional costs other than travel related expenses.
Late Payment and Interest Fees	18% per annum or the maximum rate allowed by law whichever is less. Late Payment fee of 5% of any amount due hereunder.	Upon request	Payable to and collected by Franchisor. You must pay interest on any past due amounts owed to Franchisor. Late payment fees are also imposed on any fee due that is late.
Transfer Fee	\$2500	Prior to approval of the transfer.	Payable to and collected by Franchisor.

Additional On-Site Assistance	\$450 Per Day.	On Order.	Payable to and collected by Franchisor; We provide opening assistance free. We provide telephone assistance free. Onsite additional assistance is provided for a fee.
Adjacent Territory Fees (Optional)	Continuing Royalty Fee equal to 3% of Gross Revenues from the Adjacent Territory	Payable the 5 th of each month.	Payable to and collected by Franchisor (See Note 3).
Second Territory Initial Fees (Optional)	\$2,500 Flat Fee plus all other franchisee fees.	At Signing for Second Territory.	Payable to and collected by Franchisor (See Note 4).
Expanded Second Territory Fees (Optional)	\$100.00 per month plus Continuing Royalty Fee equal to 6% of Gross Revenues from the Expanded Second Territory.	Payable the 5 th of each month.	Payable to and collected by Franchisor (See Note 5).

*Except where otherwise specified, we impose all the fees in this table and you pay us. No fees are refunded.

CONVERSION FROM AN EXISTING BUSINESS TO ATHLETIC REVOLUTION FRANCHISE.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks and To Whom Paid
Conversion Franchisee Initial Franchise Fee	\$2,500 plus Continuing Royalties	Payable the 5 th of each month.	Payable to and collected by Franchisor.
Annual Meeting	\$0 - \$300	Upon Request.	Details provided annually.
Initial Training (after the first two trainees)	\$0; Travel Related Expenses only	As Incurred.	Payable to and collected by third party vendors. The initial Franchise Fee includes the initial training of two (2) individuals. All Managers you appoint later must also complete the Initial Training Program at no additional costs other than travel related expenses.
Late Payment and Interest Fees	18% per annum or the maximum rate allowed by law whichever is less.	Upon request	Payable to and collected by Franchisor. You must pay interest on any past due amounts owed to

	Late Payment fee of 5% of any amount due hereunder.		Franchisor. Late payment fees are also imposed on any fee due that is late.
Transfer Fee	\$2500	Prior to approval of the transfer.	Payable to and collected by Franchisor.
Additional On-Site Assistance	\$450 Per Day.	On Order.	Payable to and collected by Franchisor; We provide opening assistance free. We provide telephone assistance free. Onsite additional assistance is provided for a fee.
Adjacent Territory Fees (Optional)	Continuing Royalty Fee equal to 3% of Gross Revenues from the Adjacent Territory	Payable the 5 th of each month.	Payable to and collected by Franchisor (See Note 3).
Second Territory Initial Fees (Optional)	\$2,500 Flat Fee plus all other franchisee fees.	At Signing for Second Territory.	Payable to and collected by Franchisor (See Note 4).
Expanded Second Territory Fees (Optional)	\$100.00 per month plus Continuing Royalty Fee equal to 6% of Gross Revenues from the Expanded Second Territory.	Payable the 5 th of each month.	Payable to and collected by Franchisor (See Note 5).

*Except where otherwise specified, we impose all the fees in this table and you pay us. No fees are refunded.

1. Standard Conversion Franchisees. For those Fitness Revolution and Athletic Revolution franchisees who convert their independent, existing fitness training business to a Fitness Revolution franchise or Athletic Revolution franchise, we will offer those franchisees (“Standard Conversion Franchisee”) the option to convert to our franchise model subject to the terms and conditions of the Franchise Agreement. We will allow the Standard Conversion Franchisee to pay a discounted initial franchise fee and the Continuing Royalty Payments of 6% of monthly gross revenues may be paid on a scaled basis in accordance with the schedule in the Supplemental Addenda in Exhibit 10 to the Franchise Agreement.

2. Bootcamp Blueprint (BCBP) Conversion Franchisees. For those Fitness Revolution franchisees who are currently operating their own Fitness Revolution-endorsed Bootcamp Blueprint Program (“BCBP Conversion Franchisees”), we will offer those BCBP Conversion Franchisees the option to convert to our franchise model. For those BCBP Conversion Franchisees, we will waive the Continuing Royalty Fee and require a flat monthly fee of \$199.00 for operational and management expenses (See Exhibit 10 to the Franchise Agreement).

3. Adjacent Territory Fees. Standard Conversion Franchisees and BCBP Conversion Franchisees shall have the option, but not be required to, acquire an additional territory adjacent to franchisee’s existing Territory. “Adjacent Territory” shall be defined as a separate, additional area that contains a minimum population of fifty thousand (50,000) people, for a combined total

of two (2) separate territories consisting of the Territory and the Adjacent Territory (See Supplemental Addenda Exhibit 10 to the Franchise Agreement). For purposes of the Franchise Agreement, the Territory and the Adjacent Territory shall be treated the same in connection with all sections pertaining to the Territory. In consideration for the acquisition and operation of the Adjacent Territory, Standard Conversion Franchisees and BCBP Conversion Franchisees shall be required to pay a monthly royalty fee equal to three percent (3%) of the Gross Revenues derived from the Adjacent Territory (“Adjacent Royalty Fee”) in addition to any and all other BCBP Conversion Franchise Fees.

4. Second Territory. Standard Conversion Franchisees and BCBP Conversion Franchisees shall also have the option, but not be required to, acquire and operate a Second Territory (See Supplemental Addenda Exhibit 10 to Franchise Agreement) In exchange for the right to acquire and operate a Second Territory, Franchisee is required to pay an initial flat fee of two thousand five hundred dollars (\$2,500.00) (“Second Territory Initial Fee”) in addition to any and all fees required under the Franchise Agreement.

5. Expanded Second Territory. In addition, the Standard Conversion and BCBP Conversion Franchisees’ right to purchase the Second Territory shall include the option to expand the Second Territory (See Supplemental Addenda Exhibit 10 to Franchise Agreement). Franchisees who exercise the option to acquire the Expanded Second Territory shall pay, in addition to the Second Territory Initial Fee, an additional monthly flat fee of one hundred dollars (\$100.00) plus a monthly royalty payment equal to six percent (6%) of the gross revenues derived from the Expanded Second Territory (“Expanded Territory Fees”) in addition to any and all fees required under the Franchise Agreement.

Item 7: Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

FITNESS REVOLUTION FRANCHISE

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Paid
Initial Franchise Fee (Initial Franchise Fee may be deferred until your franchise business opens)	\$7,500 (See Note 1). \$0 (See Note 1).	Lump Sum.	At Signing, unless deferred.	Payable to Franchisor.
Branding Materials (sign)	\$50 - \$5000	Cash	Prior to Opening	Payable to third party vendors.
Real Property	(See Note 2).	(See Note 2).	(See Note 2).	(See Note 2).
Equipment, fixtures, other remodeling, leasehold improvements and decorating costs.	\$3,000 to \$55,000	(See Note 3).	As supplier or landlord requires.	As supplier or landlord requires.

Inventory (Signs).	\$50 to \$5,000	Lump sum.	Prior to opening.	3 rd party Vendor
Opening Promotion.	\$500- \$4000	Cash.	As Purchased.	Supplier or Franchisor.
Grand Opening Marketing	\$1000- \$4,000	Cash.	Grand Opening Only.	Payable to third party vendors and customers. Grand Opening items may, but are not required to be supplied by Franchisor at cost plus 15%.
Client Management System "CMS" (Computer and software).	\$75 - \$3500	Cash.	Upon Purchase which includes Monthly fee between \$70-\$150.00	Supplier.
Real Estate Security deposits, utility deposits business licenses, and other pre-paid expenses.	\$0 - \$5000 (See Note 3).	As Agency requires	As Agency requires	Agency.
Compliance with Illinois Statutes: Emergency Preparedness, on-site defibrillator, and staff CPR training (Illinois Franchisees)	\$1000 - \$3000	Cash	Prior to Opening	Supplier
Travel and Living expenses while training	\$2,000 – \$5,000.	As incurred.	As incurred.	Airlines, hotels, restaurants, etc.
Uniforms for Employees.	\$50 - \$1000	As supplier requires.	As supplier requires.	Supplier.
Utilities.	\$0 to \$1000	Check.	Monthly.	Supplier.
Insurance (annual premium).	\$1,200 – \$1,800.	As agent requires.	Before opening.	Insurance Agent.
Additional Funds-3 months (See Note 2).	\$7,081.16 to \$21,108.90	Cash or Check.	Payroll weekly, other expenses according to agreed-on terms.	Employee, supplier of goods and services (See Note 4).
TOTAL START-UP COSTS (including additional funds – 3 months) = \$23,506.16- \$121,908.90				

*Unless otherwise stated, none of the expenses described in this chart are refundable.

YOUR ESTIMATED INITIAL INVESTMENT

CONVERSION FROM EXISTING BUSINESS TO FITNESS REVOLUTION FRANCHISE

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Paid
Initial Discounted Franchise Fee (Initial Discounted Franchise Fee may be deferred until your business opens)	\$2,500 (See Note 1). \$0 (See Note 1).	Lump Sum or Installment Payments.	Lump Sum or First Installment at signing, unless deferred.	Payable to Franchisor.
Branding Materials (sign)	\$200 - \$5000	Cash	Prior to Opening	Payable to Third Party Vendors
Real Property	(See Note 2).	(See Note 2).	(See Note 2).	(See Note 2).
Inventory (Signs).	\$50 to \$5,000	Lump sum.	Prior to opening.	3 rd party Vendor
Opening Promotion.	\$500- \$4000	Cash.	As Purchased.	Supplier or Franchisor.
Grand Opening Marketing	\$1000-\$4,000	Cash. Grand opening only.	At or Prior to Opening only.	Payable to third party vendors and customers. Grand Opening items may, but are not required to be supplied by Franchisor at cost plus 15%.
Client Management System "CMS" (Computer and software).	\$75 - \$3500	Cash.	As Purchased and monthly fee between \$70- \$150.	Supplier.
Compliance with Statutes: Emergency Preparedness, on-site defibrillator, and Staff CPR training (Illinois Franchisees)	\$1000 - \$3,000	Cash.	Prior to Opening.	Supplier.
Uniforms for Employees.	\$75 - \$1,000.	As supplier requires.	As supplier requires.	Supplier.
Utilities.	\$500 to \$1,200.	Check.	Monthly.	Supplier.
Insurance (annual premium).	\$1,200 – \$1,800.	As agent requires.	Before opening.	Insurance Agent.
Additional Funds-3	\$6,409.00 -	Cash or	Payroll	Employee,

months (See Note 2).	\$11,733.90	Check.	weekly, other expenses according to agreed-on terms.	supplier of goods and services (See Note 4).
TOTAL START-UP COSTS (including additional funds – 3months) = \$13,509.00 - \$42,733.90				

*Unless otherwise stated, none of the expenses described in this chart are refundable.

1. Initial and Discounted Initial Franchise Fees.For the Standard Conversion and BCBP Conversion Franchisees, the Initial Discounted Franchise Fee of \$2,500 will be paid on the date of signing of the Franchise Agreement. However, in certain States, the payment of the Initial Franchise Fee or the Discounted Initial Franchise Fee for the Fitness Revolution or Athletic Revolution Franchise may be deferred until we have satisfied all of our pre-opening obligations and you are open for business (See State Addendaand Exhibit 10 to Franchise Agreement).

2. Real Estate. Typical locations are expected to be leased in commercial strip centers. You should plan 1,500 to a maximum of 2,500 square feet for your Center. Rent is estimated at \$15/sq. feet, but will vary depending on the location in the country and in your city. Cost of purchased real estate is not in these calculations because purchasing real estate would be outside the norm for this type of franchise. Tenant build-out is variable based on space needs.

3. Depending on the space you select for your Center your build-out may be extensive or minimal. Leasehold Improvements and remodeling may be included as part of your lease package, and if not, landlords will frequently finance all or part of the build-out in your lease.

4. Additional Funds – 3 Months. The estimates of additional funds for the initial phase of your business is based on your staff salaries and operating expenses for the first three months of operation. The estimate of additional funds does not include an owner’s salary or draw. The additional funds will vary by your area; how much you follow our methods or procedures, your management skill experience and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your services and products; the prevailing wage rate; competition and sales levels reached during the initial period. You must provide security deposits for utilities and rent (and possibly for other items). On average we used total estimated operating expenses for three months with no income offset. In addition, the additional funds for three months are based on the fitness business industry experience of the two principals, Mr. Berry and Mr. Rigsby. Mr. Berry and Mr. Rigsby relied on general factors such as the size and location of the franchise, and the number of employee and/or assistant coaches of the franchise. Based on these factors, the expenses associated with the Additional Funds – 3 Months will vary depending on how these factors individually and/or collectively apply to the individual franchisee.

In completing these estimates we have relied on a study of the costs and expenses of similar operations in the fitness training industry. You should review these figures carefully with a business or franchise advisor before making a decision.

YOUR ESTIMATED INITIAL INVESTMENT

ATHLETIC REVOLUTION FRANCHISE

(1) Type of Expenditure	(2) Amount	(3) Method of	(4) When Due	(5) To Whom
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		Payment		Paid
Initial Franchise Fee (includes the initial training costs for two persons)	\$7,500 (See Note 1).	Lump Sum.	At Signing.	Payable to Franchisor.
Branding Materials (sign)	\$50 - \$5000	Cash	Prior to Opening	Payable to Third Party Vendors
Travel and Living expenses while training	\$2,000 – \$5,000.	As incurred.	As incurred.	Airlines, hotels, restaurants, etc.
Real Property	(See Note 2).	(See Note 2).	(See Note 2).	(See Note 2).
Equipment, fixtures, other fixed assets, construction, remodeling, leasehold improvements and decorating costs.	\$3,000 to \$55,000.	(See Note 3).	As supplier or landlord requires.	As supplier or landlord requires.
Inventory (Signs).	\$50 to \$5,000	Lump sum.	Prior to opening.	3 rd party Vendor
Opening Promotion.	\$500- \$4000	Cash.	As Purchased.	Supplier or Franchisor.
Grand Opening Marketing	\$1000-\$4,000	Cash. Grand opening only.	At or Prior to Opening only.	Payable to third party vendors and customers. Grand Opening items may, but are not required to be supplied by Franchisor at cost plus 15%.
Client Management System “CMS” (Computer and software).	\$75 - \$3500	Cash.	As Purchased and monthly fee between \$70- \$150.	Supplier.
Medical Emergency Plan; External Defibrillator and Staff Medical Training in CPR and AED’s (Per Illinois Statute)	\$1000 - \$3,000	Cash.	Prior to Opening.	Supplier.
Real estate security deposits, utility deposits, business licenses, and pre-paid expenses while training	\$0 – \$5,000 (See Note 5).	As Incurred	As Incurred.	Agency.
Uniforms for Employees.	\$500 - \$1,000.	As supplier requires.	As supplier requires.	Supplier.
Utilities.	\$500 to \$1,200.	Check.	Monthly.	Supplier.
Insurance (annual premium).	\$1,200 – \$1,800.	As agent requires.	Before opening.	Insurance Agent.
Additional Funds-3	\$12,789 to	Cash or	Payroll weekly,	Employee,

months (See Note 4, 5, 6).	\$15,954	Check.	other expenses according to agreed-on terms.	supplier of goods and services (See Note 6).
TOTAL START-UP COSTS (Pre-Opening) (including additional funds – 3 months) = \$30,164.00 to \$116,954.00				

*Unless otherwise stated, none of the expenses described in this chart are refundable.

CONVERSION FROM EXISTING BUSINESS TO ATHLETIC REVOLUTION FRANCHISE

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Paid
Discounted Initial Franchise Fee for Conversion franchisee	\$2,500	Lump Sum.	At Signing.	Payable to Franchisor. Payable to Franchisor
Branding Materials (sign)	\$50 - \$5000	Cash	Prior to Opening	Payable to Third Party Vendors
Real Property	(See Note 2).	(See Note 2).	(See Note 2).	(See Note 2).
Inventory (Signs).	\$200 to \$5,000	Lump sum.	Prior to opening.	3 rd party Vendor
Opening Promotion.	\$500- \$4000	Cash.	As Purchased.	Supplier or Franchisor.
Grand Opening Marketing	\$1000-\$4,000	Cash. Grand opening only.	At or Prior to Opening only.	Payable to third party vendors and customers. Grand Opening items may, but are not required to be supplied by Franchisor at cost plus 15%.
Client Management System "CMS" (Computer and software).	\$75 - \$3500	Cash.	As Purchased and monthly fee between \$70- \$150.	Supplier.
Medical Emergency Plan; External Defibrillator and Staff Medical Training in CPR and AED's (Per Illinois Statute)	\$1000 - \$3,000	Cash.	Prior to Opening.	Supplier.
Uniforms for Employees.	\$50 - \$1,000.	As supplier requires.	As supplier requires.	Supplier.
Utilities.	\$500 to \$1,200.	Check.	Monthly.	Supplier.
Insurance (annual premium).	\$1,200 – \$1,800.	As agent requires.	Before opening.	Insurance Agent.

Additional Funds-3 months (See Note 4, 5, 6).	\$12,789 to \$15,954	Cash or Check.	Payroll weekly, other expenses according to agreed-on terms.	Employee, supplier of goods and services (See Note 6).
TOTAL START-UP COSTS (Pre-Opening) (including additional funds – 3months) = \$19,864 - \$46,954.00				

*Unless otherwise stated, none of the expenses described in this chart are refundable.

1. Franchise Fee. We may finance non-brokered franchise sales up to 50% payable monthly over 2 years at 10% APR. In certain States, the payment of the Initial Franchise Fee for the Fitness Revolution franchise and the Athletic Revolution franchise may be deferred until we have satisfied all of our pre-opening obligations and you are open for business (See State Addenda).

2. Real Estate. Typical locations are expected to be leased in commercial strip centers. You should plan 1,500 to a maximum of 2,200 square feet for your Center. Rent is estimated at \$15/sq. ft. to \$20/sq. ft. depending on the location in the country and in your city. Cost of purchased real estate is not in these calculations because purchasing real estate would be outside the norm for this type of franchise. Tenant build-out is variable based on space needs. Depending on the space you select for your Center your build-out may be extensive or minimal. Leasehold Improvements and remodeling may be included as part of your lease package, and if not, landlords will frequently finance all or part of the build-out in your lease.

3. Additional Funds – 3 Months. The estimates of additional funds for the initial phase of your business is based on your staff salaries and operating expenses for the first three months of operation. The estimate of additional funds does not include an owner's salary or draw. The additional funds will vary by your area; how much you follow our methods or procedures, your management skill experience and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your services and products; the prevailing wage rate; competition and sales levels reached during the initial period. You must provide security deposits for utilities and rent (and possibly for other items). On average we used total estimated operating expenses for three months with no income offset. In addition, the additional funds for three months are based on the fitness business industry experience of the two principals, Mr. Berry and Mr. Rigsby. Mr. Berry and Mr. Rigsby relied on general factors such as the size and location of the franchise, and the number of employee and/or assistant coaches of the franchise. Based on these factors, the expenses associated with the Additional Funds – 3 Months will vary depending on how these factors individually and/or collectively apply to the individual franchisee.

4. All fees may vary depending on the size of each Fitness Revolution or Athletic Revolution Franchise, its location, and number of Employee and/or assistant coaches and any other associated expenses.

5. In completing these estimates we have relied on a study of the costs and expenses of similar operations in the fitness training industry. You should review these figures carefully with a business or franchise advisor before making a decision.

Item 8: Restrictions on Sources of Products and Services

At the present time, we do not have, or offer for sale to you any proprietary products.

In connection with the establishment and operation of the franchised business, you will be required to purchase or lease the following products in accordance with specifications:

(1) Branding Materials (Sign) that is purchased or leased displaying the Fitness Revolution or Athletic Revolution trademark name and logo in accordance with the guidelines in the Brand Identity Guide.

Other than the branding materials (sign), there are no other products or services required to be purchased which must meet certain specifications or purchased from approved suppliers.

(2) In connection with the required item above, we are not approved suppliers or the only approved supplier.

(3) None of our officers or directors, or affiliates, owns an interest in a required product supplier.

(4) Since we do not have approved or designated alternative suppliers, we do not have or require any of the following:

- i. approval process or criteria, written or otherwise, for approving such alternative suppliers or vendors.
- ii. Fees to be paid or procedures to secure approval.
- iii. Notification procedures of approval or disapproval.
- iv. Approval revocation procedures.

(5) Our only written specifications governing the minimum standards of the branding materials (sign) you procure from unrelated third party vendors/suppliers are in the Brand Identity Guide we will provide to you. We will base our approval of your sign(s) on full compliance with the Brand Identity Guide in order to protect the integrity and marketability of the Trademarks. We will not charge a fee for this approval process. This approval process will include a physical assessment of the product(s) and/or a review of the supplier/vendor's performance history and reputation.

Though not required, should you decide to use, purchase, lease, or acquire any additional branding materials such as t-shirts, cups, banners, etc., which display our Trademarks, such items must also meet the standards, terms, and conditions of the Brand Identity Guide.

We do not derive revenue from any purchases made by franchisee of required items. However, we have "Preferred Suppliers/Vendors" such as those companies with whom we have an established relationship and which offer discounted prices, value added services, or any additional services not otherwise offered to other non-franchisee customers. In exchange for introducing our franchisees to these Preferred Suppliers/Vendors and negotiating on their behalf, we may receive a material benefit which will be a percentage between five percent (5%) and forty percent (40%) of the profit on the sales of the required purchase. To date, we have earned no revenues from branding items required to be purchased by our franchisees, and therefore such purchases account for 0% of our total revenues of \$69,588.00 for year 2011.

(6) The estimated proportion of the required purchase of the branding materials by the franchisee to all purchases of goods and services in establishing and operating the franchised business is equal to 2% - 5% of the total initial investment for franchisees, and is equal to 1.3% - 31% of the total initial investment for conversion franchisees.

(7) We reserve the right to receive payments in the form of a flat fee or a percentage from vendors who we may designate or approve in the future.

(8) There are no purchasing or distribution cooperatives.

(9) For required items that you must carry, we may negotiate the best contract using volume discounts and require you to buy the product at cost plus 15%, adding any shipping cost.

(10) You will not receive a material benefit such as granting of an additional franchise, renewal based on your purchase of the required items from particular suppliers or vendors.

We may negotiate purchase arrangements on behalf of our franchisees with preferred suppliers/vendors.

There are no supplies contracts at this time.

Item 9: Franchisee's Obligations

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

FRANCHISEE'S OBLIGATIONS

Obligation	Section/Article/Exhibit in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease.	Section 3.04 of Franchise Agreement, Exhibit 1.	Items 6 and 11.
b. Pre-opening purchases/leases.	Article 8 of Franchise Agreement.	Item 8.
c. Site development Training and other pre-opening requirements.	Article 3,7,8 of Franchise Agreement.	Item 11.
d. Initial and on-going training.	Article 7.	Item 11.
e. Opening.	Section 4.03 (c) of Franchise Agreement.	Item 11.
f. Fees.	Articles 4,5,8,9 of Franchise Agreement.	Items 5 and 6.
g. Compliance with standards and policies/Success System.	Articles 2,3,6,7,8, of Franchise Agreement.	Items 7, 8, 11, 15 and 16.
h. Trademarks and Proprietary Information.	Sections 1.10, Articles 6,8 of Franchise Agreement.	Items 13 and 14.

i. Restrictions on products/services offered.	Articles 2,3,8,9, of Franchise Agreement.	Item 8.
j. Warranty and customer service requirements.	Not Applicable.	Item 16.
k. Territorial development and sales quotas.	Not Applicable.	Item 12.
l. Ongoing products/service purchases.	Article 8 of Franchise Agreement.	Items 6 and 8.
m. Maintenance, appearance and remodeling requirements.	Sections 3.02 and 5.02 of Franchise Agreement.	Item 11.
n. Insurance.	Section 8.11 of Franchise Agreement.	Item 6.
o. Advertising.	Article 4.03 of Franchise Agreement.	Item 11.
p. Indemnification.	Section 13.02 of Franchise Agreement.	Item 6.
q. Owner's participation/management/staffing.	Sections 8.01 of Franchise Agreement.	Item 15.
r. Records and reports.	Article 4, Section 8.02, 8.12 of Franchise Agreement.	Item 6.
s. Inspections and audits.	Sections 8.12, 8.13 of Franchise Agreement.	Item 6.
t. Transfer.	Article 9 of Franchise Agreement.	Item 17.
u. Renewal.	Section 5.02 of Franchise Agreement.	Item 17.
v. Post-termination obligations.	Article 12 of Franchise Agreement.	Item 17.
w. Non-competition covenants.	Article 8.15 of Franchise Agreement, Exhibit 6.	Item 17.
x. Dispute resolution.	Article 11 of Franchise Agreement.	Item 17.
y. Other / Guarantee of Franchisee obligation (See Note 1).	Exhibit 7.	Item 17.

Note 1. Each individual who owns a 5% or greater interest in a franchise that is a corporation or other business entity must sign an agreement not to compete (Exhibit 2 of the Franchise Agreement) and an agreement assuming and agreeing to discharge all obligations of the franchisee under the Franchise Agreement.

Item10: Financing

We may offer you direct financing for up to 50% of the Initial Franchise Fee of \$5,000if you meet our qualifications and are not referred by a broker. We do not offer any other direct or indirect financing. The following table summarizes the financial arrangement we may offer you. We do not place financing with an outside lender and therefore we do not receive any consideration for any outside financing. We do not intend to sell, assign, or discount to a third party all or part of the financing arrangement with you.

The terms of our financing do not require you to waive defenses (i.e., confession of judgment) or other legal rights, or bar you from asserting a defense against us. No person other than you is required to personally guarantee the debt financing offered by us.

The Promissory Note is attached as Exhibit 9 to the Franchise Agreement.

SUMMARY OF FINANCING TERMS OFFERED

Item Financed	Source of Financing.	Down Payment	Amount Financed	Term (Yrs)	Interest Rate	Monthly Payment	Pre-Pay Penalty	Security Required	Liability upon Default	Loss of Legal rights upon default
Initial Fee	Us.	50% of Initial Fee.	Up to 50% of the Initial Fee.	2 Yrs.	10% APR	Varies depending on amount	May pre-pay with no penalty	No Security given for financing; Unsecured Promissory Note	Termination of franchise; you must pay entire amount due plus atty. Fees and court costs for collection.	None.

Item 11:Franchisor’s Assistance, Advertising, Computer Systems and Training

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

(1) Pre-Opening Obligations

Before you open your Fitness Revolution or Athletic RevolutionCenter, we will:

- (i) Designate your Territory (Franchise Agreement, Section 2.01 and Exhibit 1).

(A) Approve or disapprove a site for your Fitness Revolution or Athletic Revolution Center location. We do not currently own sites for leasing to you. You select the site for your Center location in your Territory. We approve or disapprove your proposed site (Franchise Agreement, Sections 3.01, 3.02, 3.03, 3.04, 3.05).

(B) We have 30 days from your written proposal to approve or disapprove any site you propose. We disapprove sites in writing. If you cannot find a suitable location within 120 days following the date we sign the Franchise Agreement, we can terminate the Franchise Agreement. There is no refund of the Initial Franchise Fee (Franchise Agreement, Section 3.01).

(C) When you are considering a site for your Fitness Revolution Franchise or Athletic Revolution Franchise, we consider the following factors in approving sites: the size of your Territory; the market potential and estimated volume of your business; the general location, neighborhood, and nearness of customers; Center visibility; co-tenants; attractiveness; size of the space; age and condition of the shopping center or building; the location and convenience of the entrances; the availability of parking; the availability of location and necessary zoning; the location of competitors; expected overhead; lease terms; and traffic patterns.

(ii) Review your final plans and specifications for your Fitness Revolution or Athletic Revolution Center promptly and approve or provide comments on the plans and specifications you submit. We do give specifications for some items of the design, construction, furniture, fixtures, equipment and decoration of the Center. We do not deliver or install any of these items (Franchise Agreement, Sections 3.01, 3.02).

(iii) Review and approve your Site Submittal Package before any lease for the premises is executed. Franchisor may assist Franchisee in the site selection process with Franchisor reserving the right of final consent to any location. If the Franchisor does not deny the site within thirty (30) days it shall be approved. Franchisor encourages but does not require Franchisee to use third party demographic information to help Franchisee evaluate the site and the area in which it is located, and analyze area income figures, traffic patterns, visibility, population density, competition, zoning, parking, accessibility and other related, relevant circumstances. Franchisor's final consent of the site is not a guarantee that a Fitness Revolution Franchise can be successfully operated there. Franchisee is fully responsible for the selection of the site and accepts the risk associated with the site selection relative to the success of the franchise (Franchise Agreement, Section 3.01(c)).

(iv) Approve or disapprove all signs, posters and displays in writing before installation or display. We do not deliver or install any of these items (Franchise Agreement, Section 3.05). We have in the past, and may continue to receive, referral fees from vendors or suppliers at varied amounts and percentages.

(v) Provide you with an individualized login and password to access the Success System website link (the "Success System") for the Fitness Revolution or Athletic Revolution franchises, as applicable. You must strictly comply with the requirements and provisions of the Success System in operating your business. We can change the contents of the Success System, and you must comply with these changes when you receive them, but they will not materially alter your rights and obligations under the Franchise Agreement (Franchise Agreement, Section 3.03, 8.03).

(vi) Sell you our proprietary products, if any (Franchise Agreement, Section 8.04, 8.05). We will make a profit on these items.

(vii) Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 10 business days of receipt. If we do not respond within 10 business days, the material is approved (Franchise Agreement, Section 8.18).

(viii) We only suggest prices for your products and services. Any schedule of prices contains only suggestions. You need not accept any of our advice about prices (Franchise Agreement, Section 8.01).

(2) You must open your Fitness Revolution or Athletic Revolution Center within 180 days. We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of your Center is four to six months. Factors affecting time to open include: obtaining a satisfactory Center location; attendance at and satisfactory completion of our Initial Training Program; arranging for any financing, construction, complying with local ordinances and permitting, completing delivery and installation of equipment and signs; and procuring opening inventory.

(3) During Operation of Franchise Obligations

During the operation of the franchised business, we will:

(i) Furnish you with those field support services we consider advisable to provide support and resolve operating problems you encounter (See Franchise Agreement, Section 7.01, 7.04).

(ii) Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 10 business days of receipt. If we do not respond within 10 business days, the material is approved (Franchise Agreement, Section 8.18).

(iii) Furnish you with any specifications for required products and services (Franchise Agreement, Section 8.01 to 8.07).

(iv) Suggest prices for your services. Any schedule of prices contains only suggestions. You need not accept our advice about prices (Franchise Agreement, Section 8.01).

(v) Continue to sell you our proprietary products, if any (Franchise Agreement, Section 8.04, 8.05).

(4) Advertising Program

National Advertising Program

We maintain a National Advertising Program to promote and advertise our Fitness Revolution franchise which will directly benefit all existing and future franchisee participants. Our National Advertising Program consists primarily of online marketing and advertising. Fitness Revolution franchisees may, but are not required to, pay Advertising Fees to support the National Advertising Program. Should you choose to pay Advertising Fees, the fee is equal to 1% of your monthly gross revenues. The amount of this fee is based on (i) our evaluation of appropriate expenditures for a franchisee's advertising budget; (ii) the cost of the marketing campaigns we have designed; (iii) our knowledge of the strategies and the estimated return on investment; and (iv) the overall financial model of the franchise operation.

Should you participate, we will allocate your Advertising Fees toward paid online advertising strategies which specifically target your market, and drive traffic toward the franchise online presence on both our primary site and your site. If you do not participate, there will not be specific strategies designed or implemented for your market. You may receive some collateral traffic due to our overall advertising campaign, but our primary focus will be the ability to generate leads from the franchisee participant's market.

We deposit any Advertising Fees collected from the participating franchisees into the Fitness Revolution National Advertising Fund, which is kept separate from our other funds (Franchise Agreement –Article 8. We plan to use approximately one hundred percent (100%) of the Advertising Fees collected for creation and operations of our on-line advertising, specifically pay-per-click advertising. Since we only recently implemented the National Advertising Fund, we have no history of payments or reimbursements spent in the last fiscal year as reflected in our most recent financial statements. The National Advertising Fund will be audited as part of our annual, certified independent audit.

The Fitness Revolution National Advertising Fund does not receive contributions from outside vendors or suppliers.

We are not obligated to spend any amount of the Advertising Fees that we collect on advertising in non-participant franchisee's Territory. No expenditures will be made from the National Advertising Fund for soliciting prospective franchisees. We will prepare an annual statement of funds collected and costs incurred by our National Advertising Fund and will furnish it to you upon written request. The balance of monies retained by the National Advertising Fund is carried over to pay for advertising programs during our next fiscal year. We have no fiduciary duty to you with respect to the collection or expenditure of Advertising Fees, and any advertising fund will not be a trust or escrow account. Except as described in this Item 11, we are not obligated to conduct any advertising programs for the franchised system.

At this time, there will be no advisory council, but the management of Fitness Revolution will be responsible for the maintenance and operations of the National Advertising Fund. We reserve the right to increase the amount of the monthly Advertising Fee requested, but not required. Any increase in the rate or percentage of Advertising Fees will be in the sole discretion of our managers, but in no event will any increase exceed one percent (1%) in a one (1) year period. In addition, we will give ninety (90) days written notice before assessing increased Advertising Fees.

Athletic Revolution franchisees are required to pay to us monthly Advertising Fees equal to one percent (1%) of monthly gross revenues. Other Athletic Revolution Franchisees also pay Advertising Fees in the amounts specified in their Franchise Agreements, which may be different from 1% of the monthly gross revenues. The Athletic Revolution National Advertising Fund does not receive contributions from outside vendors or suppliers.

We deposit the Advertising Fees collected from the Athletic Revolution franchise owners into the Athletic Revolution National Advertising Fund, which is kept separate from our other funds (Franchise Agreement –Article 8. We plan to use approximately one hundred percent (100%) of the advertising fees collected for creation and operations of our on-line advertising, specifically pay-per-click advertising. We have a history of payments or reimbursements spent in the last fiscal year as reflected in the most recent financial statements. The National Advertising Fund will be audited as part of our annual, certified independent audit.

We are not obligated to spend any amount of the Advertising Fees on advertising in your Territory. No expenditures will be made from the National Advertising Fund for soliciting

prospective franchisees. We will prepare an annual statement of funds collected and costs incurred by our National Advertising Fund and will furnish it to you upon written request. The balance of monies retained by the National Advertising Fund is carried over to pay for advertising programs during our next fiscal year. We have no fiduciary duty to you with respect to the collection or expenditure of Advertising Fees, and any advertising fund will not be a trust or escrow account. Except as described in this Item 11, we are not obligated to conduct any advertising programs for the franchised system.

At this time, there will be no advisory council, but the management of Athletic Revolution will be responsible for the maintenance and operations of the National Advertising Fund. We reserve the right to increase the amount of the monthly Advertising Fee. Any increase in the rate or percentage of Advertising Fees will be in the sole discretion of our managers, but in no event will any increase exceed one percent (1%) in a one (1) year period. In addition, we will give ninety (90) days written notice before assessing increased Advertising Fees.

Other Advertising Information

You may develop advertising materials for your own use, at your own cost. As stated above, we must approve these advertising materials in advance and in writing, but if we do not respond within 10 business days after receiving your proposed advertising material, the material is approved.

At this time, there are no local or regional advertising program cooperatives.

(5) Computer and Electronic System Obligations

Before the commencement of operation of your Fitness Revolution Franchise or Athletic Revolution, you must purchase the required computer hardware, software, Internet connections and service, required dedicated telephone and power lines and other computer-related accessories, peripherals and equipment necessary for the Client Management System ("CMS"). You must obtain high-speed communications access for your CMS, such as broadband, DSL or other high-speed capacity. You must also maintain a functioning e-mail address for your business. You will not purchase the CMS from us directly. The CMS may be purchased from any third party retail computer software vendor of your choice, as we do not have approved or required vendors. Your computer system will be used to handle basic point of sale functions. The data will include customer name, address, purchase and usage history, billing information (which is encrypted and stored securely by third parties), and general scheduling information for client appointments.

(i) The cost of purchasing or leasing and upgrades: Cost of Purchasing the Computer is \$5,000 or less determined by market costs based on your approved system. Cost of software to run the franchise is approximately \$1,200/year. In addition, you are required to use a client management system web based software program (VOLO) that you update on your own on a regular basis. The cost of the use of the software program ranges between \$50.00 and \$100.00 per month depending on your use.

(ii) You provide maintenance on the hardware. We or outside vendors will provide maintenance to the CMS software required to run the franchise only. The annual cost of any optional or required maintenance, updating, upgrading, or support contracts is included in the fee above.

(iii) Type of System: New Personal Computer with Windows XP or later installed on the machine.

(iv) We will have independent access to all information contained in your CMS by obtaining our own independent passcode for access. Other than a passcode, there are no restrictions to our access to your CMS.

(6) Fitness Revolution and Athletic Revolution Success System (On-Line Operations Manual)

The Success System was designed and implemented to assist you with the operations and management of your franchise as well as to ensure on-going compliance with our requirements by providing the guidelines, rules, and procedures in an easily accessible electronic format which you can access at any time. Under the Pre-Opening Obligations above, we will provide you access to the Success System through an individual login and password.

The Fitness Revolution Success System contains a total of 29 pages. The number of pages devoted to each category are as follows:

Pages 1.....	Table of Contents
Page 2.....	Home Page
Pages 3-8.....	Success System Phases
Page 3.....	Overview
Page 4.....	Phase I – Start-Up
Page 5.....	Phase 2 – Preparation
Page 6.....	Phase 3A – Lead Generation
Page 7.....	Phase 3B – Lead Conversion
Page 8.....	Phase 4 – After Opening Procedures
Pages 9-18.....	Fitness Revolution Essentials
Page 9.....	Fitness Revolution Essentials
Page 10.....	Franchisee First Steps
Page 11-13.....	Fitness Revolution Marketing System
Page 14.....	Fitness Revolution Referral System
Page 15-17.....	Fitness Revolution Scorecard System
Page 18.....	Monthly Royalty Report
Page 19.....	Orientation and Training Systems
Pages 20-29.....	Resources

The Athletic Revolution Success System contains a total of 133 pages. The number of pages devoted to each category are as follows:

Pages 1-3:	Table of Contents and Updates
Pages 4-13:	Athletic Revolution Essentials (Initial set-up, marketing strategies, networking, ordering materials, media utilization, and meetings)
Pages 14-30 :	Phase IA – Athletic Revolution Franchise (preparation (2-6 months) before opening franchise including site selection, hiring staff, obtaining necessary licenses, purchasing computer/software, training, corporate structuring, website, and final approvals from us.
Pages 31-41:	Phase IB – These are steps of preparation 8-12 weeks before opening such as signing lease, getting insured or bonded, pre-sale marketing, client management/payment processing systems, and training.

- Pages 42-63: Pre-Sale (6 weeks) including securing contracts/customers prior to opening, pre-sale and marketing strategies, advertising and publicity, pricing, and membership enrollment.
- Pages 64-75: Phase IIB – How to track leads, and converting sales leads into customers of your business.
- Pages 76-93: Phase 3 – After Opening Procedures including maintaining facility, staff, fundraisers, involvement in the youth fitness community and schools.
- Pages 94-102: Help Category for Navigation of Success System/Internet to find answers.
- Pages 103-117 : Training and test preparation
- Pages 118-133 : Resources (Internal and External) for operation of franchise.

(7)Training

After you obtain your Fitness Revolution or Athletic Revolution franchise location and at least four weeks before you commence operations, we will train you and up to one other person as follows at our Kentucky office or another designated location.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Building your Business	1	0	Regional Locations
Employee Management, Hiring, Training	1	0	Kentucky
Sales/Marketing Programs	5	0	Kentucky
Operations	1	0	Kentucky
Equipment Ordering	1	0	Kentucky
Customer Care/Service	1	0	Kentucky
Client Management	1	0	Kentucky
Open Q and A	1	0	Kentucky
Website Management	1	0	Kentucky
Hands On Program Instruction	3	0	Kentucky

We conduct the Initial Training Program approximately four times a year (Quarterly)each held at various locations,including Napa, California, Frisco, Texas, Canton, Connecticut, Louisville,

Kentucky, and Naples, Florida (or more frequently, if needed). The primary content covered at the Initial Training Program consists of the instructional materials to be provided at no cost containing the Success System, DVDs, checklists, demonstrations, practices and quizzes. The Initial Training Program is a full one-day training.

The minimum experience of the instructors in the field is relevant to the subject taught, and our operations are from 3 to 15 years. The corporate officer in charge of the training is Ryan Ketchum. Mr. Ketchum has over 7 years of experience in the fitness personal training/coaching and fitness consulting business industry.

The Initial Training Program is mandatory for you (if the franchisee is an individual). The Initial Franchise Fee includes the cost of the Initial Training Program for 2 people, including you (if the franchisee is an individual) and your manager or other individual who will be personally involved in the franchise business. You and the manager or other appointed individual must successfully complete the program to our satisfaction. With approval, Franchisees may send additional staff and/or attend multiple Training Programs with no additional cost except for travel-related expenses which may range between \$2,000 and \$5,000 for transportation costs, meals, lodging, and other miscellaneous expenses.

Any Managers you appoint after the opening of your initial training must attend and successfully complete our next scheduled Initial Training Program at no charge to you. You should plan to attend the training as soon as practical after signing the franchise agreement, but you must complete prior to opening your Center.

You can request on-site training and/or assistance at any time. We will provide it at our option, but the Franchise Agreement does not require us to provide it. When available, the cost is \$450 per day plus our travel costs.

We may periodically conduct an annual conference, convention or training session. The duration, curriculum and location would be as follows: two days in Louisville, Kentucky, covering topics including method and manner of operations, vendor presentations, corporate updates, recognition of franchise performance, and annual awards. You (if an individual) and your Manager must attend at least one annual conference, convention or training session per year.

You must pay all the expenses incurred by your trainees or attendees in connection with the Initial Training Program and any other training, conferences, conventions or other meetings your trainees attend, including, for example, their salaries, transportation costs, meals, lodging and other living expenses (Franchise Agreement, Section 7.01 to 7.04).

There are no required refresher courses.

Item 12: Territory

We will grant you a Franchise and the use of our system at a specific location within a Limited Exclusive Territory. The Limited Exclusive Territory will consist of the franchise and surrounding trade area. The size of the trade area will be determined based on several factors including population and demographics. The specific address of the franchise location will be attached to the Franchise Agreement along with a map and a description of the trade area. As long as you remain in good standing under your Franchise Agreement, neither we, nor any of our other franchisees can open another Fitness Revolution Center in the Territory, except we may open a Center in your Territory that is in a major public venue such as an airport, arena, hotel, or cruise ship.

For the first Fitness Revolution Franchise or Athletic Revolution Franchise, the term "Territory" shall be defined as an area that contains a minimum population of at least 100,000 people, as stated in section 2.01 of the Franchise Agreement.

We use the ESRI Demographic Update Methodology: 2009/2014 as our source of population determination in order to define Territory above.

You are allowed to maintain your own individual web site to generate leads, provided that you maintain our trademark and copyright information in order to protect our intellectual property rights in connection with your operation of a Fitness Revolution and Athletic Revolution franchise. You shall have no right to offer or sell any products or services from your web site and you must obtain prior written approval from us regarding any and all proposed content on your web site. We reserve all rights to control the content of your web site in our sole reasonable discretion. We retain all sales rights for products and services on a web site, through the internet, or by any other means other than within your franchise operation.

We do not pay any compensation to you for soliciting or accepting orders inside the franchise Territory.

You may not relocate the Fitness Revolution franchise without our written approval, and that may be denied in our sole discretion.

We may consider granting you the right to establish additional locations if you are in compliance with the Franchise Agreement and the provisions of the Success System, and you propose to open the franchise in areas and at sites which we approve, but we have no obligation to do so (See Addenda: Exhibit 10 to the Franchise Agreement). The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises within the Territory or contiguous territories.

There is no minimum sales quota. Continuation of your territorial exclusivity does not depend on your achieving a certain sales volume, market penetration or other contingency. We cannot modify your territorial rights for any reason without mutual agreement.

We reserve the rights not expressly granted in the Franchise Agreement. For example, we may own, operate or authorize others to own a Fitness Revolution system or any other businesses outside your Territory and may operate other kinds businesses under other Marks within your Territory. We may conduct, or authorize others to conduct, any form of business at any location selling any type of product or service not offered under the Trademarks.

We may sell products or services under the Fitness Revolution Trademarks or other Trademarks within and outside your Territory through any other method of distribution including, sales through such channels of distribution as the Internet, catalog sales, telemarketing, or other direct marketing sales (together "alternative distribution channels").

All Franchisees, including us, may serve customers in their franchise operation who live and work inside your Territory.

We have not established and do not intend to establish any other franchises or company-owned outlets offering similar services or goods under a different trademark anywhere in the United States.

Item 13: Trademarks

The Fitness Revolution and Athletic Revolution principal commercial symbols and logos that we will license to you appear on the cover of this Disclosure Document.

As used in this Disclosure Document and our Franchise Agreement, the term “Trademarks” includes our trademarks, service marks, trade names, logos and commercial symbols and also includes our copyrighted materials and other intellectual property. The principal Trademarks include those that you will use to identify the franchised business.

Our affiliate, AR iProperties, is the registrant of the Fitness Revolution trademark and originally licensed the Fitness Revolution trademark to us. On December 2, 2010, we entered into a licensing agreement with AR iProperties for the right to an exclusive, perpetual, world-wide royalty free license to use and display the Trademark “Fitness Revolution” (“Licensing Agreement”). At the time of execution of the Licensing Agreement, AR iProperties had filed their Statements of Actual Use with the United States Patent and Trademark Office and the filings were pending. Under the terms of the Licensing Agreement, we had the exclusive right to sub-license the Trademarks to you.

On January 24, 2012, AR iProperties, LLC assigned to us all of the right, title, and interest in and to the Fitness Revolution Trademark including the goodwill associated therewith (the “FR Assignment”). The FR Assignment was recorded with the USPTO on January 24, 2012. The Licensing Agreement was terminated due to the Assignment.

AR iProperties is the initial registrant of the Athletic Revolution trademarks and originally licensed the Trademarks to Athletic Revolution International, LLC, a Kentucky limited liability company engaged in the offer and sale of franchises for youth fitness training (“Athletic Revolution LLC”). On January 10, 2009, Athletic Revolution LLC entered into a licensing agreement with AR iProperties for the right to an exclusive, perpetual, world-wide royalty free license to use and display the Word Mark “Athletic Revolution” and on March 15, 2009, Athletic Revolution LLC entered into a licensing agreement with AR iProperties for the right to an exclusive, perpetual, world-wide royalty free license to use and display the Logo Mark for Athletic Revolution LLC (together the “AR License Agreements”). At the time of execution of the AR Licensing Agreements, AR iProperties had filed their Statements of Actual Use with the United States Patent and Trademark Office and the filings were pending. Under the terms of the AR Licensing Agreements, Athletic Revolution LLC had the right to sub-license the Trademarks to its franchisees.

On January 28, 2012, AR iProperties, LLC assigned to Athletic Revolution LLC all of the right, title, and interest in and to the Athletic Revolution Trademarks including the goodwill associated therewith and were recorded with the USPTO on January 28, 2012. Athletic Revolution LLC became the sole owner of the Trademarks. The AR Licensing Agreements were terminated due to these assignments.

On April 1, 2012, Athletic Revolution, LLC entered into a merger agreement with Fitness Revolution International, LLC whereby all of the membership interests of Athletic Revolution LLC were converted into membership interests in Fitness Revolution (“Merger”). Under the terms of the Merger, Fitness Revolution is the surviving entity, and will continue to offer the Athletic Revolution franchise system as part of its overall franchise operations.

On April 8, 2012, Athletic Revolution assigned to us all of the right, title, and interest in and to the Athletic Revolution Trademarks including the goodwill associated therewith (the “AR Assignments”). The AR Assignments were recorded with the USPTO on April 13, 2012. The AR

Assignments provide that we are the sole owner of the Athletic Revolution Trademarks and will license the Athletic Revolution Trademarks to you in accordance with the Franchise Agreement. A copy of the above-referenced Notices of Recordation of the FR and AR Assignments are attached as Exhibit 11 to the Franchise Agreement.

The following is a description of the principal Trademarks which we will license to you:

Registration/ Serial Number	Description of Mark	Principal or Supplemental Register of the United States Patent and Trademark Office	Registration Date
3848542	Athletic Revolution: Class 041: Educational services for adolescents in the nature of classes, seminars, workshops and coaching sessions in order to promote optimal weight, physical fitness and athletic performance; Providing information about physical fitness and athletic performance for use in weight loss.	Principal Register	September 14, 2010
3848464	Athletic Revolution: Class 041: Educational services for adolescents in the nature of classes, seminars, workshops and coaching sessions in order to promote optimal weight, physical fitness and athletic performance; Providing information about physical fitness and athletic performance for use in weight loss.	Principal Register	September 14, 2010
4039774	Fitness Revolution: Class 041: Educational services for adolescents in the nature of classes, seminars, workshops and coaching sessions in order to promote optimal weight, physical fitness and athletic performance; Providing information about physical fitness and athletic performance for use in weight	Principal Register	October 11, 2011

	loss		
85737443	Fitness Revolution: Class 041: Educational services for adults in the nature of classes, seminars, workshops and coaching sessions in order to promote optimal weight, physical fitness and athletic performance; Providing information about physical fitness and athletic performance for use in weight loss	Principal Register	Registration Pending

AR iProperties was granted approval for registration of the Athletic Revolution trademarks on September 14, 2010 and the Fitness Revolution trademark on October 11, 2011 (collectively, the “Trademarks”) and therefore those Trademarks have all of the legal benefits and rights of a federally registered trademark. We have also applied for a second Fitness Revolution trademark on September 25, 2012 which is currently pending registration. This Fitness Revolution trademark is not included in the definition of “Trademarks” above as the application for registration is pending and therefore does not have all of the legal benefits and rights conferred by a federally registered trademark.

There are presently no effective material determinations of the United States Patent and Trademark Office (“USPTO”), any trademark trial and appeal board, any state trademark administrator or any court, any pending infringement, opposition, or cancellation proceeding involving any of the above-referenced Trademarks. There are no currently effective agreements that significantly limit our rights to use or license the use of the Trademarks listed in this section in a manner material to the franchise. There are no infringing uses or superior previous rights known to us that can materially affect your use of the Trademarks in your state or any other state in which the franchised business is to be located.

There is no pending material federal or state court litigation regarding our use or AR iProperties’ ownership rights in any of the Trademarks. All required affidavits and assignments have been filed.

We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Trademarks, you must promptly notify us. We will promptly take the action we consider necessary to defend you. We must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Trademarks. We will have no obligation to defend or indemnify you if the claim against you relates to your use of the Trademarks in violation of the Franchise Agreement.

If you learn that any third party, whom you believe is not authorized to use the Trademarks, is using the Trademarks or any variant of the Trademarks, you must promptly notify us. We will determine whether or not we wish to take any action against the third party, but the Franchise

Agreement does not require us to do so. You will have no right to make any demand or to prosecute any claim against the alleged infringer for the infringement.

Item 14: Patents, Copyrights and Proprietary Information

We do not own any rights in, or licenses to, patents, nor do we have any pending patent applications which are material to the Fitness Revolution Franchise or the Athletic Revolution Franchise.

We have registered no copyright with the United States Copyright Office. However, we claim common law copyrights on certain forms of advertisements, promotional materials and other written materials, including our logo. We also claim copyrights and other proprietary rights in our Franchise Agreement, Success System, Brand Identity Guide, and Fast Start Manual.

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the USPTO, the U.S. Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. As of the date of this Disclosure Document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them in any state. Any required changes to our copyrights shall not terminate this Franchise Agreement and this Franchise Agreement shall remain in full force and effect regardless of whether or not either party is required to change or modify any copyright information.

We have the right to control any administrative proceedings or litigation involving a copyright licensed by us to you. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the copyrights, you must promptly notify us. We will promptly take the action we consider necessary to defend you. We must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the copyrights. We will have no obligation to defend or indemnify you if the claim against you relates to your use of the copyrights in violation of the Franchise Agreement.

If you learn that any third party, whom you believe is not authorized to use the copyright, is using it, you must promptly notify us. We will determine whether we wish to take any action against the third party, but the Franchise Agreement does not require us to do so. You will have no right to make any demand or to prosecute any claim against the alleged infringer for the infringement. Our duty to defend any copyright infringement is contingent upon Franchisee's agreement to modify the infringing copyright. Any continued use by you after we have given you written notice will negate our obligation to defend you.

You may never, during your Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated, reveal any of our confidential information and trade secrets to another person or use it for any other person or business except as authorized under your Franchise Agreement. You may not copy any of our confidential information or give it to a third party except as we authorize. All persons affiliated with you must sign our Confidentiality/Non-Competition Agreement (Exhibit-2 to the Franchise Agreement).

Our confidential and proprietary information will include products, services, equipment, technologies and procedures relating to the operation of the Fitness Revolution and Athletic Revolution systems of operation, services, programs, products, procedures, policies, pricing standards, techniques, requirements and specifications which are part of the Fitness Revolution and Athletic Revolution System; the Success System; records of customers and billings;

methods of marketing and advertising; instructional materials; and other matters (together "Trade Secrets").

Item 15: Obligation to Participate in the Actual Operation of the Franchise Business

We require that at least one principal or an appointed General Manager or Head Coach personally participate in the direct operation of your business. You must employ a full time person to supervise and manage the operation of your franchised business, unless we permit otherwise in writing. You must devote the necessary time, and your best efforts for the proper and effective operation of the business. If we license you to operate more than one Center or Franchise, you, or an appointed General Manager or Head Coach, must devote your (or his) entire time during normal business hours to the management, operation, and development of the Franchised Business and such designated person cannot engage in any other business activity requiring your (or his) participation during normal business hours unless otherwise agreed to by us.

If you are an individual, you must either serve as or designate a full-time, on-premise General Manager or Head Coach for your Center. An entity franchisee must designate an individual General Manager or Head Coach. The General Manager or Head Coach, who will have day-to-day management responsibility for your Fitness Revolution Center, will exercise on-location supervision and personally participate in the direct operation of the Center. We must approve your General Manager or Head Coach, if you have more than one Center. Your General Manager or Head Coach must successfully complete the Initial Training Program to our satisfaction.

If you are a business entity, the General Manager or Head Coach need not have any equity interest in your entity.

The following persons must sign our confidentiality/non-competition agreement (Exhibit-2 to the Franchise Agreement) and keep our confidential and proprietary information confidential: Your General Manager or Head Coach, all your other managerial employees and any other persons to whom you grant access to confidential information.

If you are a business entity, all your officers, directors, equity holders, members and those of any business entity directly or indirectly controlling you.

If you are a business entity, each of your owners must sign a personal guarantee in the form of Exhibit-3 to the Franchise Agreement.

Item 16: Restrictions on What the Franchisee May Sell

You must offer and sell all products and services, which are, or may become part of, the Fitness Revolution System, and all services and products we may incorporate now or in the future, into the Fitness Revolution System. You may not use the name or Trademarks for any other business. You may not conduct any business from your franchise business without our prior written consent.

We may add to, delete from, or modify the products and services which you can and must offer. You must abide by any additions, deletions and modifications, but only if the changes do not materially and unreasonably increase your obligations under the Franchise Agreement.

You may only sell Fitness Revolution products and services at retail, and you may not engage in the wholesale sale and/or distribution of any product, service, equipment or other component.

You may advertise for customers living or working outside your Territory, but you may not use alternative distribution channels to solicit them or fill orders.

Item 17: Renewal, Termination, Transfer and Dispute Resolution

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
Length of the franchise term.	Section 5.01.	The term for the Fitness Revolution Franchise shall be for 5 years.
b. Renewal or extension of the term.	Section 5.02.	You can sign renewal agreement for the Franchise for terms of 5 years if we are franchising in this state, and you must notify us 180 days before expiration and comply with conditions.
c. Requirements for franchise to renew or extend.	Section 5.02.	<p>You must:</p> <ul style="list-style-type: none"> a. Be in full compliance with your current agreement. b. Have satisfied all monetary obligations. c. Update your Center to current standards in the current Franchise Agreement and Operating Agreement. d. Complete any required training. e. Renew your Center lease. f. Pay us a renewal fee of \$2500 for a Fitness Revolution Franchise. g. Sign a General Release (in form of Exhibit 4 to the Franchise Agreement). <p>You may be asked to sign a</p>

		contract with materially different terms and conditions than your original contract, but the boundaries of the Territory will remain the same, and the Continuing Royalty on renewal will not be greater than the Continuing Royalty that we then impose on similarly-situated renewing franchisees.
d. Termination by franchisee.	Article 10.	<p>a. You may terminate your Franchise Agreement upon our mutual, written agreement.</p> <p>b. We consider non-payment of fees after opportunity to cure to be your decision to terminate the Franchise Agreement.</p>
e. Termination by franchisor without cause.	None.	Not Applicable.
f. Termination by franchisor with cause.	Article 10.	We may terminate only if you default in this section. The Franchise Agreement describes defaults throughout (please read it carefully).
g.CauseDefined – Curable Defaults.	Article 10.	You have seven (7) days to cure, if you do not comply with any Franchise Agreement provision. (Except for non-curable defaults listed in Franchise Agreement and described in Section h. below).
h. “Cause defined”-non-curable defaults.	Section 3.01. Article 10.	Automatic, without notice: bankruptcy; insolvency; receivership; dissolution or levy; abandonment; knowingly not reporting income or inaccurate income; violation of the transfer provisions; defaults in a material obligation twice in 12 months; defaults in obligation to permit

		<p>Franchisor to examine Franchisee books; re-identifies Center under another name or mark.</p> <p>On notice to you:</p> <p>a. You do not open the Center or Camp within 180 days following effective date or cease to operate or abandon the Center or Camp.</p> <p>b. You do not start operating your Center or Camp within 120 days of signing a lease.</p> <p>c. You are convicted of a felony, fraud, etc.</p> <p>d. You conceal revenues, knowingly maintain false records, or submit false reports.</p> <p>e. You do not cure a default which materially impairs the goodwill of Trademarks within 72 hours' notice.</p> <p>f. After curing a default, you commit the same default again within 12 months.</p> <p>g. You do not purchase or maintain required insurance.</p> <p>h. If you fail to perform a material provision of a lease or sublease on your Center or Camp.</p> <p>i. Your actions or lack of actions will result in an immediate danger to public health or safety.</p> <p>j. You fail to deliver any required reports.</p>
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		<p>k. If you close or relocate your Center or Camp without complying with your agreement.</p> <p>l. You fail to maintain your independent contractor status.</p> <p>m. You commit an act or permit an act to be committed that violates local, state, or federal law.</p>
<p>i. Franchisee's obligations on termination/Nonrenewal.</p>	<p>Article 12</p>	<p>a. Pay all you owe to us, affiliates and third parties.</p> <p>b. Stop using our Trademarks, confidential information and trade secrets, and the Success System.</p> <p>c. Cancel assumed name registration which contains our Trademarks.</p> <p>d. Deliver to us all confidential information, the Success System with Trademarks.</p> <p>e. Stop using telephone numbers listed in directories using our Trademarks. Assign all telephone numbers.</p> <p>f. De-identify (de-brand) the Center or Camp.</p> <p>g. Dispose of stationary and letterhead.</p> <p>h. Stop advertising.</p> <p>i. Comply with non-compete, non-disclosure, non-disparagement agreements.</p> <p>j. Refrain from indicating prior association with</p>

		<p>Franchisor.</p> <p>k. Return all confidential information, trade secrets, copyrighted information, and training materials.</p> <p>l. Remove all signs carrying the Franchisors Marks.</p> <p>m. Cease use of the Success System website; access login and password will be revoked immediately.</p> <p>n. Honor Franchisor's right to purchase inventory, equipment and furnishings.</p>
j. Assignment of contract by franchisor.	Section 9.01.	We can assign if the assignee is financially responsible, economically capable of performing our obligations, and agrees to perform them.
k. "Transfer" by franchisee-definition.	Section 9.02.	Any assignment, transfer, sub-franchised, sub-licensed, sale of Agreement, sale of substantially all of the assets or of rights and privileges of the franchise.
l. Franchisor's approval of transfer by franchisee.	Section 9.02.	No transfer without written approval and subject to right of first refusal by franchisor.
m. Conditions for franchisor approval of transfer.	Section 9.02.	<p>a. Transferee must apply to us and demonstrate qualifications necessary to conduct business, including financial resources.</p> <p>b. Transferee and proposed Manager must successfully complete Initial Training Program at transferee's expense.</p> <p>c. You must pay us a transfer fee of \$2,500 for a</p>

		<p>Fitness Revolution Franchise.</p> <p>d. You must have cured all defaults and paid all you owe us and affiliates.</p> <p>e. Transferee must sign new franchise agreement which may contain different terms. Term of new franchise agreement expires on expiration date of your Franchise Agreement.</p> <p>f. Signing of guarantees by transferee.</p> <p>g. You and owners must sign a General Release Form (Exhibit-5 to the Franchise Agreement).</p> <p>h. Signing of required confidentiality/non-competition agreements.</p> <p>i. You must give us a copy of proposed assignment contract. We must approve it, and you must give us a copy of signed contract.</p> <p>j. Assignee must agree to assume all obligations of Franchisee.</p>
<p>n. Franchisor's right of first refusal to acquire franchisee's business.</p>	<p>Section 9.03.</p>	<p>We have the right to match any offer to purchase your business.</p>
<p>o. Franchisor's option to purchase Franchisee's business.</p>	<p>None.</p>	<p>Not Applicable. We are not obligated by the Franchise Agreement to do so, but if the franchise is terminated, we may buy back inventory, equipment, and fixtures from your location at fair market value. We may change this policy at any</p>

		time.
p. Death or disability of franchisee.	Section 9.06.	On your death or disability, your rights pass to your "Estate". Your Estate may continue operating the Center if it provides an acceptable Manager. The Manager must successfully complete our next Initial Training Program.
q. Non-Competition covenants during the term of the Franchise	Section 8.15.	No involvement in competing business within 25 miles of Franchisee's Territory or any other Fitness Revolution Center location.
r. Non-competition covenants after the franchise is terminated or expires.	Section 8.15.	No competing business for 2 years within 25 miles of your Territory or any other Fitness Revolution Center or Camp location.
s. Modification of the agreement.	Section 14.02.	Modifications must be in writing, signed by all parties, but we may change any provision or requirement contained in the Success System. Any Success System changes will not unreasonably increase your obligations in the Franchise Agreement.
t. Integration/merger clause.	Section 14.02, 14.05.	Only the terms of the Franchise Agreement, Exhibits and all agreements signed with it are enforceable. Nothing in any Agreement may disclaim representations in the Franchise Disclosure Document (subject to state law).
u. Dispute resolution by arbitration or mediation.	Article 11.	Requires mandatory mediation and settlement conferences, mandatory arbitration after mediation, and list of certain disputes not subject to arbitration. Also requires individual

		action, prohibits class actions, and limits damages, with venue in Kentucky which could increase Franchisee cost. The choice of law is Kentucky.
v. Choice of forum.	Section 11.06.	Hardin County, Kentucky; "subject to state law"
w. Choice of law.	Section 14.01	Kentucky law applies; "subject to state law"

Item 18: Public Figures

We do not use, directly, or indirectly, a public figure in the promotion of Fitness Revolution.

Item 19: Financial Performance Representations

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisee-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about the possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchise's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Richard N. Berry: 110 Chase Way, Suite 5, Elizabethtown, Kentucky 42701; 1-888-335-6297, the Federal Trade Commission, and appropriate state regulatory agencies.

Item 20: Outlets and Franchisee Information

Table No. 1

Systemwide Outlet Summary

For Years 2009 to 2011

Column 1	Column 2	Column 3	Column 4	Column 5
		Outlets at the	Outlets at the	

Outlet Type	Year	Start of the Year	End of the Year	Net Change
Franchised	2009	0	0	0
	2010	0	0	0
	2011	0	186	186 "Positive"
Company- Owned	2009	0	0	0
	2010	0	0	0
	2011	0	0	0
Total Outlets	2009	0	0	0
	2010	0	0	0
	2011	0	186	186
Totals		0	0	0

Table No. 2

Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)

For Years 2009 to 2011

Column 1 States with one or more Franchises	Column 2 Year	Column 3 Number of Transfers
All States	2009	0
	2010	0
	2011	0
TOTALS	2009	0
	2010	0
	2011	0

Table No. 3

Status of Franchised Outlets**For Years 2009-2011**

Column 1 State (with one or more franchises)	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina- tions	Column 6 Non- Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of The Year
Alabama	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	1	0	0	0	0	1
Arizona	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	4	0	0	0	0	4
Arkansas	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	5	0	0	0	0	5
California	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	7	0	0	0	0	7
Colorado	2009	0	0	0	0	0	0	0
	2010	0	1	0	0	0	0	1
	2011	0	3	0	0	0	0	4
Connecticut	2009	0	0	0	0	0	0	0
	2010	0	1	0	0	0	0	1
	2011	0	8	0	0	0	0	9
Florida	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	6	0	0	0	0	6
Georgia	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	1	0	0	0	0	1
Idaho	2009	0	0	0	0	0	0	0
	2010	0	1	0	0	0	0	1
	2011	0	1	0	0	0	0	2
Illinois	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	2	0	0	0	0	2
Indiana	2009	0	1	0	0	0	0	1
	2010	0	2	0	0	0	0	3
	2011	0	4	0	0	0	0	7
Iowa	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	2	0	0	0	0	2
	2009	0	0	0	0	0	0	0

Kansas	2010	0	0	0	0	0	0	0
	2011	0	1	0	0	0	0	1
Kentucky	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	6	0	0	0	0	6
Louisiana	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	1	0	0	0	0	1
Massachusetts	2009	0	1	0	0	0	0	1
	2010	0	1	0	0	0	0	2
	2011	0	11	0	0	0	0	12
Maine	2009	0	0	0	0	0	0	0
	2010	0	1	0	0	0	0	1
	2011	0	0	0	0	0	0	1
Minnesota	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
Mississippi	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	1	0	0	0	0	0
Missouri	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	2	0	0	0	0	2
Montana	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	2	0	0	0	0	2
Nebraska	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	5	0	0	0	0	5
New Hampshire	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	3	0	0	0	0	3
New Jersey	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	9	0	0	0	0	9
New York	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	1	0	0	0	0	1
North Carolina	2009	0	0	0	0	0	0	0
	2010	0	3	0	0	0	0	3
	2011	0	4	0	0	0	0	7
Ohio	2009	0	0	0	0	0	0	0
	2010	0	2	0	0	0	0	2
	2011	0	7	0	0	0	0	9
Oklahoma	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	1	0	0	0	0	1
Oregon	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0

Pennsylvania	2009	0	1	0	0	0	0	1
	2010	0	1	0	0	0	0	2
	2011	0	7	0	0	0	0	9
Rhode Island	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
South Carolina	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	3	0	0	0	0	3
Texas	2009	0	1	0	0	0	0	1
	2010	0	2	0	0	0	0	3
	2011	0	6	0	0	0	0	9
Utah	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	2	0	0	0	0	2
Vermont	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	2	0	0	0	0	2
Washington	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	4	0	0	0	0	4
Wisconsin	2009	0	1	0	0	0	0	1
	2010	0	0	0	0	0	0	1
	2011	0	8	0	0	0	0	9
TOTAL	2009	0	5	0	0	0	0	5
	2010	0	15	0	0	0	0	15
	2011	0	130	0	0	0	0	150

Table No. 4

Status of Company-Owned Outlets

For Years 2009 to 2011

Column 1 States with one or more Company-Owned Outlets	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold To Franchisees	Column 8 Outlets at End of the Year
All States	2009	0	0	0	0	0	0
	2010	0	0	0	0	0	0
	2011	0	0	0	0	0	0
Totals	2009	0	0	0	0	0	0
	2010	0	0	0	0	0	0
	2011	0	0	0	0	0	0

Table No. 5

Projected Openings as of December 31, 2011

Column 1 States with One or More Franchise(s)	Column 2 Franchise Agreements Signed But Not Opened (for previous fiscal year 2011)	Column 3 Projected New Franchised Outlets in the Next Fiscal Year (2012)	Column 4 Projected New Company-Owned Outlets in the Current Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
Arkansas	0	0	0
California	0	8	0
Colorado	0	2	0
Connecticut	0	7	0
Florida	0	5	0
Georgia	0	3	0
Idaho	0	1	0
Illinois	0	6	0
Indiana	0	3	0
Iowa	0	1	0
Kansas	0	1	0
Kentucky	0	2	0
Louisiana	0	1	0
Massachusetts	0	4	0
Minnesota	0	4	0
Missouri	0	1	0
Nebraska	0	1	0
New Hampshire	0	1	0
New Jersey	0	5	0
New York	0	5	0
Ohio	0	4	0
Oklahoma	0	1	0
Oregon	0	2	0
Pennsylvania	0	5	0
Rhode Island	0	3	0
Tennessee	0	1	0
Texas	0	6	0
Vermont	0	0	0
Washington	0	2	0
Wisconsin	0	3	0
Total	0	84	0

Table No. 6

Current Franchisees as of October 1, 2012

Column 1 States with One or More Franchise(s)	Column 2 Current Franchisees Fiscal Year (2012)

Alabama	2
Arizona	5
Arkansas	4
California	14
Colorado	7
Connecticut	10
Florida	13
Georgia	2
Hawaii	1
Idaho	2
Illinois	6
Indiana	7
Iowa	2
Kansas	1
Kentucky	8
Louisiana	2
Massachusetts	14
Maine	1
Michigan	2
Minnesota	3
Mississippi	1
Missouri	2
Montana	2
Nebraska	5
Nevada	2
New Hampshire	4
New Jersey	17
New York	5
North Carolina	7
Ohio	11
Oklahoma	2
Oregon	1
Pennsylvania	10
Rhode Island	1
South Carolina	4
Tennessee	3
Texas	18
Utah	2
Vermont	2
Virginia	7
Washington	6
Wisconsin	9
Total	227

Exhibit F lists the names of all current Fitness Revolution and Athletic Revolution franchises and the addresses and telephone numbers of each of their franchise outlets as of October 1, 2012.

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

We are not currently selling any previously-owned franchise outlets which are now under our control.

We began the offer and sale of the Fitness Revolution franchise in January, 2011, so we did not sign confidentiality clauses with any current or former franchisees during the last two fiscal years of 2009 and 2010. However, we have signed confidentiality agreements with our current franchisees in fiscal year 2011. You may wish to speak with our current franchisees, but be aware that not all such current franchisees will be able to communicate with you.

There is no trademark-specific franchisee organization associated with the Fitness Revolution franchise system being offered which we have created, sponsored or endorsed.

No independent franchisee organizations have asked to be included in this Disclosure Document.

Item 21: Financial Statements

The certified independent audited financial statements for the fiscal year ended December 31, 2011 are attached to this Disclosure Document as Exhibit B. Because of our financial condition, as of May 11, 2012, the principals made additional capital contributions to Fitness Revolution to meet our pre-opening obligations under Item 8 of this disclosure document (See unaudited balance sheet dated May 14, 2012 reflecting the additional capital contributions contained in Exhibit B).

Additionally, the terms of the Promissory Note (attached as Exhibit 9 to the Franchise Agreement) provide that you will not be required to re-pay any principal and interest unless, and until such time that we have met all of our pre-opening obligations have been satisfied.

If our fiscal year-end is in excess of 90 days prior to the date of filing a franchise registration application, a Balance Sheet and Income Statement, which may be unaudited, as of a date within 90 days of the date of registration application will be submitted (See un-audited balance sheet and profit and loss statement as of September 30, 2012 contained in Exhibit B).

Item 22: Contracts

Copies of all proposed agreements regarding the franchise offering are included in the Exhibits that follow: These include our Franchise Agreement and all exhibits to it (Franchised Territory; Lease Assignment Agreement, Option Agreement; Software License Agreement; Confidentiality/Non-Competition Agreement, Releases, Guarantee, Financing Agreement (Unsecured Promissory Note), and Notices of Recordation and Assignment.

Item 23: Receipts

You will find two (2) copies of the detachable Acknowledgment of Receipt in Exhibit J at the very end of this Disclosure Document.

**Exhibit A
To Disclosure Document**

Unit Franchise Agreement

**Exhibit B
To Disclosure Document**

Financial Statements

Exhibit C

To Disclosure Document

State Administrators

Alabama

Securities Commission
770 Washington Avenue, Suite 570
Montgomery, AL 36130-4700
(334) 242-2984
(800) 222-1253
(334) 242-0240 (Fax)

Alaska

Dept. of Community and Economic
Development
Div. of Banking, Securities & Corporations
150 Third Street, Room 217
(907) 465-2521
(907) 465-1230 (Fax)

Arizona

Corporation Commission
Securities Division
1300 West Washington Street, Third Floor
Phoenix, AZ 85007
(602) 542-4242
(602) 594-7470 (Fax)

Arkansas

Securities Department
Heritage West Building
201 East Markham, Room 300
Little Rock, AR 72201-1692
(501) 324-9260
(501) 324-9268 (Fax)

California

Department of Corporations
Corporations Commissioner
1515 K Street, Suite 200
Sacramento, CA 95814
1-866-275-2677
(916) 445-7975 (Fax)

Colorado

Division of Securities
1560 Broadway Street, Suite 900
Denver, CO 80202
(303) 894-2320
(303) 861-2126 (Fax)

Connecticut

Department of Banking
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230
(860) 240-8295 (Fax)

Delaware

Department of Justice
Division of Securities
Carvel State Office Building
820 North French Street, 5th Fl.
Wilmington, DE 19801
(302) 577-8424
(302) 577-6987 (Fax)

District of Columbia

Department of Insurance & Securities
Regulation
Securities Bureau
810 First Street, NE, Suite 622
Washington, DC 20002
(202) 727-8000
(202) 535-1199 (Fax)

Florida

Financial Services Commission
Office of Financial Regulation
200 East Gaines Street
The Fletcher Building
Tallahassee, FL 32399-0372
(850) 410-9805
(850) 410-9748 (Fax)

Georgia

Office of the Secretary of State
Division of Business Services and Regulation
Two Martin Luther King, Jr. Drive SE
802 West Tower
Atlanta, GA 30334
(404) 656-3920
(404) 651-6451 (Fax)

Hawaii

Department of Commerce & Consumer
Affairs
Division of Business Regulation

335 Merchant Street Room 203
Honolulu, HI 96813
(808) 586-2744
(808) 586-2733 (Fax)

Idaho

Department of Finance
800 Park Boulevard Suite 200
Boise, ID 83712
(208) 332-8004
(208) 332-8099 (Fax)

Illinois

Office of Attorney General
State of Illinois
Franchise Bureau
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana

Office of the Secretary of State
Securities Division
302 West Washington Room E-111
Indianapolis, IN 46204
(317) 232-6681
(317) 233-3675 (Fax)

Iowa

Insurance Division
Securities Bureau
340 E. Maple Street
Des Moines, IA 50319-0066
(515) 281-4441
(515) 281-3059 (Fax)

Kansas

Office of the Securities Commissioner
618 South Kansas Avenue
Topeka, KS 66603-3804
(785) 296-3307
(785) 296-6872 (Fax)

Kentucky

Department of Financial Institutions
1025 Capital Center Drive Suite 200
Frankfort, KY 40601
(502) 573-3390
(800) 223-2579 (502) 573-8787 (Fax)

Louisiana

Securities Commission
Office of Financial Institutions
8660 United Plaza Blvd. Second Floor
Baton Rouge, LA 70809-7024

(225) 925-4512
(225) 925-4548 (Fax)

Maine

Securities Division
State House Station 121
Augusta, ME 04333
(207) 624-8551
(207) 624-8590 (Fax)

Maryland

Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360
(410) 576-6532 (Fax)

Massachusetts

Securities Division
One Ashburton Place Room 1701
Boston, MA 02108
(617) 727-3548
(617) 248-0177 (Fax)

Michigan

Conduct Review & Securities Division
Office of Financial & Ins. Services
Dept. of Labor & Economic Growth
611 West Ottawa St, Third Floor
Lansing, MI 48933
(877)999-6442
(517)241-3953 (Fax)

Minnesota

Commissioner of Commerce
85 7th Place East, Suite 500 Saint Paul, MN
55101
(651) 296-4026
(651) 296-4328 (Fax)

Mississippi

Office of the Secretary of State Business
Regulation & Enforcement Division
700 North Street
Jackson, MS 39202
(601) 359-6371
(601) 359-2663 (Fax)

Missouri

Office of the Secretary of State
600 West Main Street
Jefferson City, MO 65101
(573) 751-4136
(573) 526-3124 (Fax)

Montana

Office of the State Auditor
Securities Department
840 Helena Avenue
Helena, MT 59601
(406) 444-2040
(406) 444-5558 (Fax)

Nebraska

Nebraska Department of Banking & Finance
1230 "O" Street, Suite 400
Lincoln, NE 68509-5006
(402) 471-3445

Nevada

Secretary of State
Securities Division
555 East Washington Avenue
5th Floor, Suite 5200
Las Vegas, NV 89101
(702) 486-2440
(702) 486-2452 (Fax)

New Hampshire

Bureau of Securities Regulation
State House Annex
Suite 317A 3rd Floor
Concord, NH 03301
(603) 271-1463
(603) 271-7933 (Fax)

New Jersey

Department of Law & Public Safety
Bureau of Securities
153 Halsey Street 6th Floor
Newark, NJ 07102
(973) 504-3600
(973) 504-3601 (Fax)

New Mexico

Regulation & Licensing Department
Securities Division
2550 Cerrillos Road
Santa Fe, NM 87505
(505) 476-4580 (505) 984-0617 (Fax)

New York

Office of the Attorney General
Investor Protection & Securities Bureau
120 Broadway 23rd Floor
New York, NY 10271
(212) 416-8222

North Carolina

Secretary of State
Securities Division
Old Revenue Complex
2 S. Salisbury Street
Raleigh, NC 27601
(919) 733-3924
(919) 821-0818 (Fax)

North Dakota

Securities Commission
600 East Boulevard
State Capitol, 5th Floor
Bismarck, ND 58505-0510
(701) 328-2910
(701) 328-2946 (Fax)

Ohio

Division of Securities
77 South High Street 22nd Floor
Columbus, OH 43215
(614) 644-7381
(614) 466-3316 (Fax)

Oklahoma

Department of Securities
1st National Center, Suite 860
120 N. Robinson
Oklahoma City, OK 73102
(405) 280-7700
(405) 280-7742 (Fax)

Oregon

Department of Consumer
& Business Services
Div. of Finance & Corp. Securities
350 Winter Street, NE
Room 410
Salem, OR 97301-3881
(503) 378-4387
(503) 947-7862 (Fax)

Pennsylvania

Securities Commission
Eastgate Office Building
1010 North 7th Street, 2nd Floor
Harrisburg, PA 17102-1410
(717) 787-8061
(717) 783-5122 (Fax)

Puerto Rico

Commission of Financial Institutions
1492 Ponce de Leon Avenue
Suite 600

San Juan, PR 00907
(787) 723-3131 ext. 2222

Rhode Island

Department of Business Regulation
Securities Division
John O. Pastore Complex Bldg. 69-1
1511 Pontiac Avenue
Cranston, RI02920-4407
(401) 462-9588
(401) 462-9645 (Fax)

South Carolina

Office of the Attorney General
Securities Division
Rembert C. Dennis Office Building
1000 Assembly Street
Columbia, SC 29201
(803) 734-4731
(803) 734-0032 (Fax)

South Dakota

Division of Securities
445 E Capitol Avenue
Pierre, SD 57501-2000
(605) 773-4823
(605) 773-5953 (Fax)

Tennessee

Department of Commerce & Insurance
Securities Division
Davy Crockett Tower, Suite 680
500 James Robertson Parkway
Nashville, TN 37243-0575
(615) 741-2947
(615) 532-8375 (Fax)

Texas

State Securities Board
208 East 10th Street, 5th Floor
Austin, TX 78701
(512) 305-8300 (512) 305-8310 (Fax)

U.S. Virgin Islands

Division of Banking and Insurance
18 KongensGade
Saint Thomas, VI 00802
(340) 774-7166

Utah

Department of Commerce
Division of Securities
160 East 300 South 2nd Floor
Salt Lake City, UT 84111

(801) 530-6600

(801) 530-6980 (Fax)

Vermont

Department of Banking, Insurance,
Securities & Health Care Administration
89 Main Street
Drawer 20
Montpelier, VT 05620-3101
(802) 828-3420
(802) 828-2896 (Fax)

Virginia

State Corporation Commission
Division of Securities & Retail Franchising
1300 East Main Street 9th Floor
Richmond, VA 23219
(804) 371-9051
(804) 371-9911 (Fax)

Washington

Department of Financial Institutions
Securities Division
150 Israel Rd, SW
Tumwater, WA 98501
(360) 902-8760
(360) 902-0524 (Fax)

West Virginia

Office of the State Auditor
Securities Division
Building 1 Room W-100
Charleston, WV 25305-0230
(304) 558-2257
(877) 982-9148
(304) 558-4211 (Fax)

Wisconsin

Department of Financial Institutions
Division of Securities
345 W. Washington Avenue
4th Floor
Madison, WI 53703
(608) 266-1064
(608) 264-7979 (Fax)

Wyoming

Secretary of State
Securities Division
State Capitol, Room 109
200 W. 24th Street
Cheyenne, WY 82002-0020
(307) 777-7370
(307) 777-5339 (Fax)

**Exhibit D
To Disclosure Document**

Agents for Service of Process

If a state is not listed, Franchisor has not appointed an agent for services of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which Franchisor has appointed an agent for services of process.

There may also be additional agents appointed in some of the states listed.

Alabama

Securities Commission
770 Washington Avenue, Suite 570
Montgomery, AL 36130-4700
(334) 242-2984
(800) 222-1253
(334) 242-0240 (Fax)

Alaska

Dept. of Community and Economic
Development
Div. of Banking, Securities & Corporations
150 Third Street, Room 217
(907) 465-2521
(907) 465-1230 (Fax)

Arizona

Corporation Commission
Securities Division
1300 West Washington Street, Third Floor
Phoenix, AZ 85007
(602) 542-4242
(602) 594-7470 (Fax)

Arkansas

Securities Department
Heritage West Building
201 East Markham, Room 300
Little Rock, AR 72201-1692
(501) 324-9260
(501) 324-9268 (Fax)

California

Department of Corporations
Corporations Commissioner
1515 K Street, Suite 200
Sacramento, CA 95814
1-866-275-2677
(916) 445-7975 (Fax)

Colorado

Division of Securities
1560 Broadway Street, Suite 900
Denver, CO 80202
(303) 894-2320
(303) 861-2126 (Fax)

Connecticut

Department of Banking
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230
(860) 240-8295 (Fax)

Delaware

Department of Justice
Division of Securities
Carvel State Office Building
820 North French Street, 5th Fl.
Wilmington, DE 19801
(302) 577-8424
(302) 577-6987 (Fax)

District of Columbia

Department of Insurance & Securities
Regulation
Securities Bureau
810 First Street, NE, Suite 622
Washington, DC 20002
(202) 727-8000
(202) 535-1199 (Fax)

Florida

Financial Services Commission
Office of Financial Regulation
200 East Gaines Street
The Fletcher Building
Tallahassee, FL 32399-0372
(850) 410-9805
(850) 410-9748 (Fax)

Georgia

Office of the Secretary of State
Division of Business Services and
Regulation

Two Martin Luther King, Jr. Drive SE
802 West Tower
Atlanta, GA 30334
(404) 656-3920
(404) 651-6451 (Fax)

Hawaii

Department of Commerce & Consumer
Affairs
Division of Business Regulation
335 Merchant Street Room 203
Honolulu, HI 96813
(808) 586-2744
(808) 586-2733 (Fax)

Idaho

Department of Finance
800 Park Boulevard Suite 200
Boise, ID 83712
(208) 332-8004
(208) 332-8099 (Fax)

Illinois

Office of the Attorney General
State of Illinois
Franchise Bureau
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana

Office of the Secretary of State
Securities Division
302 West Washington Room E-111
Indianapolis, IN 46204
(317) 232-6681
(317) 233-3675 (Fax)

Iowa

Insurance Division
Securities Bureau
340 E. Maple Street
Des Moines, IA 50319-0066
(515) 281-4441
(515) 281-3059 (Fax)

Kansas

Office of the Securities Commissioner
618 South Kansas Avenue
Topeka, KS 66603-3804

(785) 296-3307
(785) 296-6872 (Fax)

Kentucky

Department of Financial Institutions
1025 Capital Center Drive Suite 200
Frankfort, KY 40601
(502) 573-3390
(800) 223-2579

Louisiana

Securities Commission
Office of Financial Institutions
8660 United Plaza Blvd. Second Floor
Baton Rouge, LA 70809-7024
(225) 925-4512
(225) 925-4548 (Fax)

Maine

Securities Division
State House Station 121
Augusta, ME 04333
(207) 624-8551
(207) 624-8590 (Fax)

Maryland

Maryland Securities Commissioner
200 Saint Paul Place
Baltimore, MD 21202-2020
(410) 576-6360
(410) 576-6532 (Fax)

Massachusetts

Securities Division
One Ashburton Place Room 1701
Boston, MA 02108
(617) 727-3548
(617) 248-0177 (Fax)

Michigan

Conduct Review & Securities Division
Office of Financial & Ins. Services
Dept. of Labor & Economic Growth
611 West Ottawa St, Third Floor
Lansing, MI 48933
(877)999-6442
(517)241-3953 (Fax)

Minnesota

Commissioner of Commerce
85 7th Place East, Suite 500
Saint Paul, MN 55101

(651) 296-4026
(651) 296-4328 (Fax)

Mississippi

Office of the Secretary of State Business
Regulation & Enforcement Division
700 North Street
Jackson, MS 39202
(601) 359-6371

Missouri

Office of the Secretary of State
600 West Main Street
Jefferson City, MO 65101
(573) 751-4136
(573) 526-3124 (Fax)

Montana

Office of the State Auditor
Securities Department
840 Helena Avenue
Helena, MT 59601
(406) 444-2040
(406) 444-5558 (Fax)

Nebraska

Nebraska Department of Banking & Finance
1230 "O" Street, Suite 400
Lincoln, NE 68509-5006
(402) 471-3445

Nevada

Secretary of State
Securities Division
555 East Washington Avenue
5th Floor, Suite 5200
Las Vegas, NV 89101
(702) 486-2440
(702) 486-2452 (Fax)

New Hampshire

Bureau of Securities Regulation
State House Annex
Suite 317A 3rd Floor
Concord, NH 03301
(603) 271-1463
(603) 271-7933 (Fax)

New Jersey

Department of Law & Public Safety
Bureau of Securities
153 Halsey Street 6th Floor

Newark, NJ 07102
(973) 504-3600
(973) 504-3601 (Fax)

New Mexico

Regulation & Licensing Department
Securities Division
2550 Cerrillos Road
Santa Fe, NM 87505
(505) 476-4580

New York

Secretary of State
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231-0001
(212) 416-8222

North Carolina

Secretary of State
Securities Division
Old Revenue Complex
2 S. Salisbury Street
Raleigh, NC 27601
(919) 733-3924
(919) 821-0818 (Fax)

North Dakota

Securities Commission
600 East Boulevard
State Capitol, 5th Floor
Bismarck, ND 58505-0510
(701) 328-2910
(701) 328-2946 (Fax)

Ohio

Division of Securities
77 South High Street 22nd Floor
Columbus, OH 43215
(614) 644-7381
(614) 466-3316 (Fax)

Oklahoma

Department of Securities
1st National Center, Suite 860
120 N. Robinson
Oklahoma City, OK 73102
(405) 280-7700
(405) 280-7742 (Fax)

Oregon

Department of Consumer
& Business Services
Div. of Finance & Corp. Securities
350 Winter Street, NE
Room 410
Salem, OR 97301-3881
(503) 378-4387
(503) 947-7862 (Fax)

Pennsylvania

Securities Commission
Eastgate Office Building
1010 North 7th Street, 2nd Floor
Harrisburg, PA 17102-1410
(717) 787-8061
(717) 783-5122 (Fax)

Puerto Rico

Commission of Financial Institutions
1492 Ponce de Leon Avenue
Suite 600
San Juan, PR 00907
(787) 723-3131 ext. 2222

Rhode Island

Department of Business Regulation
Securities Division
1511 Pontiac Avenue
Cranston, RI 02920-4407
(401) 462-9588
(401) 462-9645 (Fax)

South Carolina

Office of the Attorney General
Securities Division
Rembert C. Dennis Office Building
1000 Assembly Street
Columbia, SC 29201
(803) 734-4731
(803) 734-0032 (Fax)

South Dakota

Division of Securities
445 E Capitol Avenue
Pierre, SD 57501-2000
(605) 773-4823
(605) 773-5953 (Fax)

Tennessee

Department of Commerce & Insurance
Securities Division
Davy Crockett Tower, Suite 680

500 James Robertson Parkway
Nashville, TN 37243-0575
(615) 741-2947
(615) 532-8375 (Fax)

Texas

State Securities Board
208 East 10th Street, 5th Floor
Austin, TX 78701
(512) 305-8300

U.S. Virgin Islands

Division of Banking and Insurance
18 KongensGade
Saint Thomas, VI 00802
(340) 774-7166

Utah

Department of Commerce
Division of Securities
160 East 300 South 2nd Floor
Salt Lake City, UT 84111
(801) 530-6600
(801) 530-6980 (Fax)

Vermont

Department of Banking, Insurance,
Securities & Health Care Administration
89 Main Street
Drawer 20
Montpelier, VT 05620-3101
(802) 828-3420
(802) 828-2896 (Fax)

Virginia

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

Washington

Department of Financial Institutions
Securities Division
150 Israel Rd, SW
Tumwater, WA 98501
(360) 902-8760
(360) 902-0524 (Fax)

West Virginia

Office of the State Auditor

Securities Division
Building 1 Room W-100
Charleston, WV 25305-0230
(304) 558-2257
(877) 982-9148
(304) 558-4211 (Fax)

Wisconsin

Department of Financial Institutions
Division of Securities
345 W. Washington Avenue
4th Floor
Madison, WI 53703
(608) 266-1064
(608) 264-7979 (Fax)

Wyoming

Secretary of State
Securities Division
State Capitol, Room 109
200 W. 24th Street
Cheyenne, WY 82002-0020
(307) 777-7370
(307) 777-5339 (Fax)

**Exhibit E
To Disclosure Document**

**State Addenda to Disclosure Document
for Certain States**

**Addendum to the Fitness Revolution International, LLC
Disclosure Document Required by the State of California**

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

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

Section 31125 of the Franchise Investment Law requires us to give you a disclosure document approved by the Commissioner of Corporations before we ask you to consider a material modification of your franchise agreement.

1. The following paragraph is an addendum to Item 5:

Because of our financial information submitted, the Department of Corporations of the State of California has determined that the franchisor may elect to defer, until the pre-opening obligations of the franchisor have been completed, the franchisee's payment of fees and payments for services or goods received from the franchisor or any affiliate before the franchisee's business opens.

2. The following paragraphs are added at the end of Item 17:

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

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 seq.).

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

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

The franchise agreement requires binding arbitration. The arbitration will occur in Hardin County, Kentucky with the costs being borne by each party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and professions Code Section 20040.5, Code of Civil Procedure

Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

The franchise agreement requires application of the laws of the State of Kentucky. This provision may not be enforceable under California law.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of, and incorporated into the foregoing Franchise Agreement.

Fitness Revolution International, LLC

Franchisee:

By: _____
Title: _____
Date: _____

Print Name: _____

Date: _____

**State Addenda to Disclosure Document
for Certain States**

Addendum to the Fitness Revolution International, LLC

Disclosure Document Required by the State of Connecticut

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF CONNECTICUT ARE HEREBY AMENDED AS FOLLOWS:

1. Notwithstanding anything contained in the Franchise Agreement and Items 8 or 17 of the Franchise Disclosure Document, **If we fail to deliver the products, equipment or supplies, if any, or fail to render the services necessary to begin substantial operation of your business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.**

2. In the event of a conflict of laws, the provisions of the Connecticut Business Opportunity Investment Act shall prevail.

3. A release or waiver of rights executed by the franchisee under Exhibits 7 (General Release- Renewal) and 8 (General Release – Assignment) of the Franchise Agreement shall not include rights under the Connecticut Business Opportunity Investment Act which provide that, “Any condition, stipulation, or provision binding any person acquiring any business opportunity to waive compliance with any provisions of Sections 36b-60 to 36b-80, inclusive, or any regulation or order adopted or issued under said sections is void.”

4. To the extent the rights conferred by the choice of jurisdiction and venue provisions of this Franchise Agreement confer less protection than those rights provided to purchaser-investors under the Connecticut Business Opportunity Investment Act, the provisions of the Franchise Agreement with respect to choice of venue and jurisdiction shall not be enforceable and the Connecticut Business Opportunity Investment Act shall prevail.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

FITNESS REVOLUTION INTERNATIONAL, LLC

Franchisee:

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

**Exhibit E
To Disclosure Document**

**State Addenda to Disclosure Document
for Certain States**

**Addendum to the Fitness Revolution International, LLC
Disclosure Document Required by the State of Hawaii**

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF HAWAII ARE HEREBY AMENDED AS FOLLOWS:

1. The following paragraph is an addendum to Item 5:

Because of our financial information submitted, the Business Registration Division, Department of Commerce and Consumer Affairs of the State of Hawaii has determined that the Franchisor will be required to defer, until the pre-opening obligations of the Franchisor have been completed, the Franchisee's payment of the initial franchise fee, and any other initial fees and payments for services or goods received from the Franchisor or any affiliate until the Franchisee's has opened his or her location for business. If more than one location is contemplated through some multi-unit development agreement, then the total amount to be collected will be prorated and collected by the Franchisor as each location is opened under the development agreement.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

FITNESS REVOLUTION INTERNATIONAL, LLC

Franchisee:

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

**State Addenda to Disclosure Document
for Certain States**

Addendum to the Fitness Revolution International, LLC

Disclosure Document Required by the State of Illinois

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF ILLINOIS ARE HEREBY AMENDED AS FOLLOWS:

1. The Franchisor and Franchisee hereby acknowledge that this Agreement shall be governed by Illinois law.
2. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void."
3. The conditions under which the Franchised Business may be terminated and the Franchisee's rights upon non-renewal are governed by Illinois Compiled Statutes 1992, Chapter 815, Section 705/18 through 705/20.
4. With respect to any agreement executed and operational in the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority to Illinois Law.
5. Jurisdiction and venue for any dispute arising out of the Franchise Agreement shall be in the State of Illinois except in the case of arbitration, which shall be conducted under Article 11.06 of the Franchise Agreement.
6. Because of our financial information submitted, the Illinois Office of the Attorney General has determined that the franchisor must defer, until the pre-opening obligations of the franchisor have been completed, the franchisee's payment of fees and payments for services or goods received from the franchisor or any affiliate before the franchisee's business opens.
7. The Physical Fitness Services Act (815 ILCS 645) requires written contracts, specified cancellation requirements (within 3 days or if consumer moves), that contracts cannot be for more than \$2500 per person per year, cancellation provision for centers not yet opened if not opened within 12 months, the escrow of all money received prior to the opening, and, that a person trained in CPR be on the premises at all times that people can be working out. The Physical Fitness Facility Medical Emergency Preparedness Act (210) ILCS 74) requires a medical emergency plan, at least one automated external defibrillator and staff training on CPR and AED's.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

FITNESS REVOLUTION INTERNATIONAL, LLC

Franchisee:

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

**State Addenda to Disclosure Document
for Certain States**

**Addendum to the Fitness Revolution International, LLC
Disclosure Document Required by the State of Indiana**

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF INDIANA ARE HEREBY AMENDED AS FOLLOWS:

1. Any agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any franchisee to institute a civil action or initiate arbitral proceedings within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in this Agreement.
2. In compliance with Indiana Code 12-2-2.7-1(9), any provisions in this Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be limited to a geographic area not greater than the Franchise Area granted in this Franchise Agreement and shall be construed in accordance with Indiana Code 23-2-2.7-1 (9).
3. Indiana Code section 23-2-2.7-1 (10) prohibits the choice of an exclusive forum other than Indiana.
4. Indiana Code section 23-2.2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable.
5. In compliance with Indiana Code 23-2-2.7-1(10), any inference contained in this Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief shall, when applicable to a Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted, understood to mean and replace the words "may seek".
6. Indiana Code section 23-2-2.5 and 23-2-2.7 supersedes the choice of law clauses of the Franchise Agreement.
7. Indiana Code section 23-2.2.7-1 makes it unlawful for a franchisor to terminate a franchise without good cause or to refuse to renew a franchise on bad faith.
8. Any reference contained in this Franchise Agreement to a prospective franchisee's "exclusive Franchise Area" shall, in any Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted and replaced with the words "non-exclusive Franchise Area".
9. In compliance with Indiana Code 23-2-2.7-1(5), any requirement that the Franchisee must execute a release upon termination of this Agreement shall not be mandatory and is

hereby made discretionary. However, Franchisee shall execute all other documents necessary to fully rescind all agreements between the parties under this Agreement.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

FITNESS REVOLUTION INTERNATIONAL, LLC

Franchisee:

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

**State Addenda to Disclosure Document
for Certain States**

Addendum to the Fitness Revolution International, LLC

Disclosure Document Required by the State of Maryland

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF MARYLAND ARE HEREBY AMENDED AS FOLLOWS:

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233, the parties to the attached Fitness Revolution International, LLC Franchise Agreement (the "Agreement") agree as follows:

1. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

2. Any provision in the Agreement which requires litigation to be conducted in a forum other than the State of Maryland shall not limit any rights you have under §14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

3. Under COMAR 02.02.08.16L, the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. Notwithstanding any other provision contained in the Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. Because of our financial information submitted, the Maryland Office of the Attorney General has determined that the franchisor must defer, until the pre-opening obligations of the franchisor have been completed, the franchisee's payment of fees and payments for services or goods received from the franchisor or any affiliate before the franchisee's business opens.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

FITNESS REVOLUTION INTERNATIONAL, LLC

Franchisee: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**State Addenda to Disclosure Document
for Certain States
Addendum to the Fitness Revolution International, LLC
Disclosure Document Required by the State of Minnesota**

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF MINNESOTA ARE HEREBY AMENDED AS FOLLOWS:

1. Any reference to liquidated damages or termination penalties contained in this Franchise Agreement shall be deleted and replaced with the words "actual damages".
2. Notwithstanding anything contained In the Franchise Agreement to the contrary, the Franchisor shall protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes, symbols, and other commercial symbols belonging to the Franchisor and which the Franchisee has been permitted to use under the Franchise Agreement.
3. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80c. 14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.
4. Any reference contained in the Franchise Agreement to the effect that the Franchisor "Is entitled" to injunctive relief, or any imputation that the Franchisee can waive any rights under any law shall, in any Franchise Agreement entered into in the State of Minnesota be deleted and replaced with the words, "may seek".
5. Notwithstanding anything to the contrary in the Franchise Agreement, under Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchisor is prohibited from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
6. With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Rule 2860.44000 which prohibit a franchisor from requiring a franchisee to assent to a general release as a requirement to renew or extend.
7. On the basis of the financial information submitted, the Commissioner of Commerce of the State of Minnesota has determined that, in lieu of imposing the escrow condition, the franchisor may elect to defer the franchisee's payment of fees and payments for services and goods received from the franchisor until the pre-opening obligations of the franchisor have been completed, and franchisee's business is open.

The undersigned agree and acknowledge that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

FITNESS REVOLUTION INTERNATIONAL, LLC

Franchisee:

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

**State Addenda to Disclosure Document
for Certain States**

Addendum to the Fitness Revolution International, LLC

Disclosure Document Required by the State of Rhode Island

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF RHODE ISLAND ARE HEREBY AMENDED AS FOLLOWS:

1. Notwithstanding anything contained in the Franchise Agreement and Item 17 of the Franchise Disclosure Document, under the Rhode Island Franchise Investment Act, the choice of jurisdiction and venue provisions of this Franchise Agreement shall be governed by **Section 19-28.1-14** of the Act which in part provides that *“A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”*

2. Under Section **19-28.1-15** of the Act, any condition, stipulation or provision in this Franchise Agreement requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgment provision, disclaimer or integration clause or a provision having a similar effect in the Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.

3. Based on our financial information submitted, the Rhode Island Division of Securities has determined that, in lieu of imposing the escrow condition, the franchisor may elect to defer, until the pre-opening obligations of the franchisor have been completed, the franchisee’s payment of fees and payments for services or goods received from the franchisor or any affiliate before the franchisee’s business opens.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

FITNESS REVOLUTION INTERNATIONAL, LLC

Franchisee:

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

**State Addenda to Disclosure Document
for Certain States
Addendum to the Fitness Revolution International, LLC
Disclosure Document Required by the State of Virginia**

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF VIRGINIA ARE HEREBY AMENDED AS FOLLOWS:

1. **“The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payments of the initial franchise fee and other initial payments oweb by franchisees to us until we have completed our pre-opening obligations under the franchise agreement.”**

2. Virginia (Code 13.1-557-574-13.1-564), provides rights to the franchise which may supersede the Franchise agreement. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

FITNESS REVOLUTION INTERNATIONAL, LLC

Franchisee:

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

**State Addenda to Disclosure Document
for Certain States**

**Addendum to the Fitness Revolution International, LLC
Disclosure Document Required by the State of Washington**

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WASHINGTON ARE HEREBY AMENDED AS FOLLOWS:

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act shall prevail.
4. A release or waiver of rights executed by the franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed as a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as rights to jury trial may not be enforceable.
5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
6. Based on our financial information submitted, the Department of Financial Institutions of the State of Washington has determined that, in lieu of imposing the escrow condition, the franchisor may elect to defer, until the pre-opening obligations of the franchisor have been completed, the franchisee's payment of fees and payments for goods or services received from the franchisor before the franchisee's business opens.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

FITNESS REVOLUTION INTERNATIONAL, LLC

Franchisee:

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

**State Addenda to Disclosure Document
for Certain States**

**Addendum to the Fitness Revolution International, LLC
Disclosure Document Required by the State of Wisconsin**

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WISCONSIN ARE HEREBY AMENDED AS FOLLOWS:

The Franchisor and Franchisee hereby acknowledge that the Franchise Agreement shall be governed by The Wisconsin Fair Dealership Law (Wisconsin Statutes, 1979-1980, Title XIV-A, Chapter 135, Sections 135.01 through 135.07) which makes it unlawful for a franchisor to terminate, cancel or fail to renew a franchise without good cause, as well as providing other protections and rights to the franchisee. To the extent anything in the Franchise Agreement is contrary to the laws in the State of Wisconsin, said laws shall prevail.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

FITNESS REVOLUTION INTERNATIONAL, LLC

Franchisee:

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

**Exhibit F
To Disclosure Document**

List of Current Fitness Revolution Franchisees

As of October 1, 2012

<p>Prattville, AL Sy Banks 1852 Highway 14 E Prattville, AL 36066 (760)429-5731</p>	<p>Bakersfield, CA Bryan Wheeler 6801 White Lane E-5 Bakersfield, CA 93309 (661) 368-5221</p>
<p>Phoenix, AZ Lee Gough 3811 N. 50 W Pl. Phoenix, AZ 85018 (612) 251-3887</p>	<p>Castro Valley, CA Mitchell Rothbardt 3812 E Castro Valley Blvd. Castro Valley, A 94552 (510) 754-7113</p>
<p>Queen Creek, AZ AsadTufail 2769 E Combs Road Queen Creek, AZ 85140 (463) 548-0512</p>	<p>Channel Islands, CA Doug Collins 2860 Harbor Blvd Channel Islands, CA 93035 (805) 248-3958</p>
<p>Bentonville, AR Dustin Williams 1380 SW Westpark Drive Bentonville, AR 72712 (479) 295-0529</p>	<p>Concord, CA Tim Rudd 5434 Ygnacio Valley Rd., #20 Concord, CA 94521 (800) 542-2673</p>
<p>Little Rock, AR Robert Mann 12701 Hinson Road Little Rock, AR 72212 (501) 993-4899</p>	<p>Fresno, CA Terri Reeves 673 E. Nees Fresno, CA 93720 (559) 840-0431</p>
<p>Little Rock, AR Steven Laster 1900 N Bryant #311 Little Rock, AR 72207</p>	<p>Los Angeles, CA Jeff Blair 5239 Glasgow Way Los Angeles, CA 90045 (310) 497-0863</p>

<p>Napa, CA Jeff & Tiffany 1047 Kansas Avenue Napa, CA 94559 (707) 479-0866</p>	<p>Canon City, CO Martin and Rendee Campbell 927 Park Avenue Canon City, CO 81212 719-429-2681</p>
<p>Oakland, CA Austin Davis 466 24th Street Apt. #7 Oakland, CA 94603 (863) 398-8419</p>	<p>Colorado Springs, CO Nathaniel Cragg 3352 Templeton Gap Road Colorado Springs, CO 80907 (719) 494-3508</p>
<p>Petaluma, CA JaymeLarson/Stacey Kortie 1900 Rainier Circle, Petaluma, CA 94952 (707) 287-4414</p>	<p>Denver, CO Billy Corbett 2538 S. Colorado Blvd. Denver, CO 80222 (303) 378-1488</p>
<p>Riverside, CA Corey Everett 16810 Van Buren Blvd. #105 Riverside, CA 92506 (951) 990-0628</p>	<p>Littleton, CO Priscilla Friedlander 5900 S. Santa Fe Littleton, CO 80122 (303) 220-0141</p>
<p>San Diego, CA Drew Cooper 11895 Pine Meadow Ct. San Diego, CA 92130 (858) 603-0602</p>	<p>Northglenn, CO David Mura 2100 E. 112th Ave. #2 Northglenn, CO 80233 (303) 817-4008</p>
<p>San Diego, CA Shawn Marshall 3908 60th St. #126 San Diego, CA 92115 (619) 647-7437</p>	<p>Canton, CT Tyler English 120 Cheryl Drive Canton, CT 06019 (860) 716-6257</p>
<p>San Jose, CA Erik Garcia 14900 Holden Way San Jose, CA 95124 (408) 348-6840</p>	<p>Danbury, CT Christian Oropeza 30 Germantown Road, #8 Danbury, CT 06180 (203) 798-2933</p>

<p>Glastonbury, CT Joe Carabase 172 Oak Street Glastonbury, CT 06033 (860) 372-4887</p>	<p>Bradenton, FL Edward Fajardo 5329 24th St., Ct E Bradenton, FL 34203 (941) 479-0806</p>
<p>Norwich, CT Chris Baillargeon 250 North Wawecus Hill Rd Norwich, CT 63601 (860) 303-4959</p>	<p>Jupiter, FL Joshua Werner 400 Toney Penna Dr., Ste D Jupiter, FL 33458 561-373-1474</p>
<p>Shelton, CT Chris Arnold 702 Bridge Port Ave., Suite 101 Shelton, CT 06484 (203) 828-8243</p>	<p>Lake Worth, FL Aaron Walden 616 Lucerne Avenue, Apt. 2 Lake Worth, FL 33460 (561) 452-6636</p>
<p>South Windsor, CT Joe Carabase 40 Sandra Dr., Ste. 9 South Windsor, CT 06074 (860) 372-4887</p>	<p>Naples, FL Billy Colburn 4795 Mercantile Road Naples, FL 34104 (239) 269-0492</p>
<p>Vernon, CT Cassandra Forsythe-Pribanic 40 Hockanum Blvd. Vernon, CT 06016 (860) 933-8255</p>	<p>Naples, FL Damon Moschetto 15495 N. Tamiami Trail, #104 Naples, FL 34110 (239) 596-6200</p>
<p>Alachua, FL NathanTrenteseaux 15202 NW 147 Dr., Ste 800 Alachua, FL 32615 (352) 682-3310</p>	<p>Sarasota, FL Maureen Corristan 717 Cattlemen Rd Sarasota, FL 34232 941-320-6507</p>
<p>Aventura, FL Reginald Williams, Jr. 19501 West Country Club Drive, #1605 Aventura, FL 33180 (305) 494-2747</p>	<p>Wesley Chapel, FL Mark Lopez 4102 Medbury Dr. Wesley Chapel, FL 33543 (813) 843-5294</p>

<p>Winter Park, FL Michael Echevarria 4500 Dike Road Winter Park, FL 32792 (407) 529-4512</p>	<p>Chicago, IL Shelton Matsey 10318 S. Western Chicago, IL 60643 (312) 391-9006</p>
<p>Duluth, GA Michael Reddick-Roberts 2951 Satellite Blvd. #1537 Duluth, GA 30096 (770) 313-6161</p>	<p>Edwardsville, IL Jared Woolever 1411 Troy Road Edwardsville, IL 62025 (618) 307-9000</p>
<p>Roswell, GA Andre Coman 1425 Market Blvd. Roswell, GA 30076</p>	<p>Bloomington, IN Ryan Ketchum/Wil Fleming 3205 W. Fullerton Pike Bloomington, IN 47403 (812) 822-0636</p>
<p>Honolulu, HI Tony Rodriguez Larkin 250 Ward Avenue, Ste. 205 Honolulu, HI 96814 (808) 206-8565</p>	<p>Indianapolis, IN Dale Speckman 5111 E. 65th Street Indianapolis, IN 46220 (317) 979-5737</p>
<p>Boise, ID Brett Denton 814 West Jefferson Boise, ID 83702 (208) 863-8072</p>	<p>Indianapolis, IN Mike Robertson/William Hartman 9402 Uptown Drive, Ste. 300 Indianapolis, IN 46256 (317)578-0998</p>
<p>Bloomington, IL C Todd Lowder 201 N. Prospect Rd. #2 Bloomington, IL 61704 (309) 661-8600</p>	<p>Newburgh, IN Michael Feller 8120 High Pointe Drive Newburgh, IN 47630 812-455-3475</p>
<p>Buffalo Grove, IL Marcia Sugar-Clark 1388 Busch Parkway Buffalo Grove, IL 60089 (847) 380-1315</p>	<p>Indianola, IA Cindy Johnson 309 N. 16th Indianola, IA 50125 (515) 249-8787</p>

<p>Overland Park, KS David Felix 8303 West 126th Terrace Overland Park, KS 66213 (913) 201-9149</p>	<p>Mt. Washington, KY Kyle Harrod 9050 Highway 44 East Mt. Washington, KY 40047 (502) 428-1438</p>
<p>Edgewood, KY Nathan McConnell 929 Dudley Pike Edgewood, KY 41017 (859) 578-4500</p>	<p>Denham Springs, LA Shane Mouton 31839 LA Highway 16 Denham Springs, LA 70726 (225) 243-5147</p>
<p>Greenville, KY Donnie Johnson 715 Hwy 189 Bypass Greenville, KY 42345 (270) 543-4257</p>	<p>Ruston, LA Sharon Jackson 908 S. Maple Street Ruston, LA 71270 318-235-6456</p>
<p>Lexington, KY Jim Laird 2560 Palumbo Drive Lexington, KY 40509 (859) 797-1595</p>	<p>Andover, MA Art McDermott 68 Wildwood Road Andover, MA 01810 (978) 509-3580</p>
<p>Louisville, KY Chris Tedesco 319 Wallace Avenue Louisville, KY 40207</p>	<p>Boston, MA Andre Thomas 363 Centre St. Boston, MA 21300 (888) 669-3488</p>
<p>Louisville, KY Dave Randolph 2508 Plantside Drive Louisville, KY 40299 (502) 727-4247</p>	<p>Brockton, MA Noel DoCanto 365 Westgate Dr. Brockton, MA 02301 (508) 510-3029</p>
<p>Louisville, KY Mike Jett/Wendy Wormal 1860 Mellwood Avenue, Ste 233 Louisville, KY 40206 (502) 593-3562</p>	<p>Leominster, MA Jim Herrick 12 Sawtelle Road Leominster, MA 01453 (978) 798-1391</p>

<p>Merrimac, MA Catherine Scott 43 Orchard Avenue Merrimac, MA 18600 (978) 914-3707</p>	<p>Redwood Falls, MN Trevor Wittner 30487 County Hwy 1 Redwood Falls, MN 56283 (507) 828-8652</p>
<p>Milford, MA Liane Blyn 53 Jeffrey Avenue Millford, MA 01746 (508) 579-4242</p>	<p>St. Louis, MO Steve Long 2210 S. Brentwood, Suite 101 St. Louis, MO 63144 (314) 402-2238</p>
<p>Newtonville, MA JenBrickey 60 Austin Street Newtonville, MA 02460 (617) 223-1050</p>	<p>Bozeman, MT Daniel Purpura 2405 Turkey Road Lane Bozeman, MT 59715 (406) 579-1429</p>
<p>Pembroke, MA Dave Gleason 42 Winter Street, #9 Pembroke, MA 02359 (781) 312-7808</p>	<p>Hasting, NE Stacie Widhelm 840 Creighton Avenue Hastings, NE 68901 (402) 463-9613</p>
<p>Ann Arbor, MI Michael Coval 3751 Varsity Drive Ann Arbor, MI 48108 734-761-5493</p>	<p>Lincoln, NE Heather Hall 4001 S. 8th Street Lincoln, NE 68502 (402) 440-1546</p>
<p>Wixom, MI Tony Moscone 30990 Wixom Road Wixom, MI 48393 (248) 669-9818</p>	<p>Lincoln, NE Mike Bevard 4327 O Street, Ste. 2 Lincoln, NE 68510 (402) 405-2797</p>
<p>Chanhassen, MN Justin Yule 530 West 79th Street, Ste. 120 Chanhassen, MN 55317 (952) 956-2016</p>	<p>Omaha, NE Travis Stoetzel 5825 N. 90th Street Omaha, NE 68134 (402) 984-0791</p>

<p>Las Vegas, NV Robert McMullin 3950 E Sunset, Ste 112 Las Vegas, NV 89120 702-882-5295</p>	<p>Flemington, NJ Marie V. Ande 67 Church Street Flemington, NJ 908-963-5257</p>
<p>Bedford, NH Peter Rincan 384 Rt. 101 Bedford, NH 03110 (562) 665-7217</p>	<p>Maplewood, NJ Carlos Sanchez 19 Oberlin St. Maplewood, NJ 07040 (973) 570-0200</p>
<p>Epsom, NH Dean Carlson 167 New Orchard Road Epsom, NH 03234 (603) 344-2652</p>	<p>North Bergen, NJ Javier Ferrer 1451 68th Street North Bergen, NJ (201) 892-1100</p>
<p>Salem, NH Michael Bistany 361 S Broadway Salem, NH 03079 (603) 458-6260</p>	<p>North Plainfield, NJ David Tatulli 375 North Drive, Apt. i-1 North Plainfield, NJ 07060 (973) 722-7792</p>
<p>Berkeley Heights, NJ Vincent Gabriel 20 Locust Avenue Berkeley Heights, NJ 07922 (908) 464-4441</p>	<p>Pennington, NJ Christopher Amaro 55 Rt. 31 South Bldg. C Pennington, NJ 08534 (609) 577-2775</p>
<p>Egg Harbor Township, NJ Raheem Owens 2606 Fire Road Egg Harbor Township, NJ 08234 (609) 317-6494</p>	<p>Point Pleasant, NJ Matt Jennings 2428 Bridge Avenue, Suite 105 Point Pleasant, NJ 98742 (732) 773-4479</p>
<p>Emerson, NJ Kevin Ensenat 93 Grand Blvd Emerson, NJ 07630 (201) 788-2666</p>	<p>Rumson, NJ Marc Rosamillia/Sandra Lynch 113 East River Rd. Rumson, NJ 07760 973-704-2220</p>

<p>Sayreville, NJ Ryan Toth 600 D Hartle Street Sayreville, NJ 08872 (908) 202-5376</p>	<p>New Hyde Park, NY Mike Salvietti 1300 Jericho Turnpike New Hyde Park, NY 11040 (516) 354-2740</p>
<p>Sparta, NJ Brian Hoover 155 Woodport Rd. Sparta, NJ 07871 (973) 862-1863</p>	<p>White Plains, NY Frank Daniels 1 Greenridge Ave. 4B White Plains, NY 10605 (914) 424-5703</p>
<p>Totowa, NJ Jose Ramos 601 Union Blvd. Totowa, NJ 75120</p>	<p>Charlotte, NC Jason Rhymer 2340 Hamilton Mill Rd. Charlotte, NC 28270</p>
<p>Whippany, NJ Greg Mead 622 State Rt 10, Unit #5 Whippany, NJ 79810 (201) 572-1955</p>	<p>Charlotte, NC Julie Sawyer 13417 Grande palisadesPkwy Charlotte, NC 28278 (803) 984-0714</p>
<p>East Aurora, NY Trevor Buccieri 613 Oakwood, Avenue East Aurora, NY 14052 (716) 566-8890</p>	<p>Beachwood, OH Nate Miracle 23715 Mercantile Road, #107B Beachwood, OH 44122 (216) 832-9212</p>
<p>Franklin Square, NY Damian Secaira 220A Franklin Avenue Franklin Square, NY 11010</p>	<p>Cincinnati, OH Charles Levine 4727 Red Band Rd. Cincinnati, OH 45227 (513) 470-7507</p>
<p>Locust Valley, NY Rahsheen Slaughter 480 Forest Avenue Locust Valley, NY 11560 (516) 203-4534</p>	<p>Cincinnati, OH Elyse Jarrard 9401 Montgomery Road Cincinnati, OH 45242 (513) 368-9319</p>

<p>Columbus, OH Jeff & Ryan Turner 4660 Kenny Road, Unit E Columbus, OH 43220 (614) 561-4222</p>	<p>Tulsa, OK Clint Howard 8624 South Peoria Tulsa, OK 74132 (918) 527-9584</p>
<p>Columbus, OH Nathan Jordan 1200 Steelwood Rd., Ste. B Columbus, OH 43212 (614) 499-4633</p>	<p>Beaverton, OR Michael Giles 747 SW 185th Avenue Beaverton, OR 97006 (503) 351-0315</p>
<p>Hilliard, OH Jason Yun 3979 Parkway Ln. Hilliard, OH 43026 (614) 432-9703</p>	<p>Berwick, PA Marc Nespoli 2009 West Front Street Berwick, PA 18603 (570) 759-3311</p>
<p>Liberty Township, OH Tony Poggiali 6659 Liberty Ct. Liberty Township, OH 45044 (513) 779-1234</p>	<p>Carlisle, PA Kirk Ream 469 E. North Street Carlisle, PA 17013 (717) 385-2698</p>
<p>Sylvania, OH Christopher/Jen Rhoades 3419 Silica RD. Sylvania, OH 43560 (419) 344-8945</p>	<p>Coatesville, PA Brian Washington 125 Peters Court Coatesville, PA 19320 484-354-3809</p>
<p>Westlake, OH Dan Bednar 26943 Westwood Road Westlake, OH 44145 (440) 759-2205</p>	<p>Elkins Park, PA Donald & Joyce 46 East Church Rd Elkins Park, PA 19027 (215) 488-7628</p>
<p>Owasso, OK Amanda Harwood 10224 N. 119th East Avenue Owasso, OK 74055 (918) 688-0110</p>	<p>Jessup, PA Mike Marcinek 419 Church Street Jessup, PA 18434 (570) 840-2586</p>

<p>Philadelphia, PA Pamela Mac Elree 71112 Germantown Ave. Philadelphia, PA 19119 (610) 761-0767</p>	<p>Benbrook, TX Erik Brown 6481 SW Blvd Benbrook, TX 76132 (817) 732-5255</p>
<p>Cumberland, RI Jason Price 70 Industrial Road, #4 Cumberland, RI (401) 721-5200</p>	<p>Crowley, TX Levi Memmer 1011 Horse Creek Rd., Ste.5 Crowley, TX 76036 817-692-3186</p>
<p>Greenville, SC Vaughn Bethell 614 Keith Drive Greenville, SC 29607 (864) 233-9309</p>	<p>Dallas, TX Darren Clark 6090 Campbell Rd., #136 Dallas, TX 75056 214-478-0765</p>
<p>Hanahan, SC Philip Ellis 25 Manor Blvd. Hanahan, SC 29410 (843) 608-8727</p>	<p>Fort Worth, TX King Hoover 5358 Wedgemont Circle N. Fort Worth, TX 76133 (817) 320-1161</p>
<p>Little River, SC Mark Vymislicky 1091 Red-Mix Road, Unit E Little River, SC 29566 (843) 446-0502</p>	<p>Frisco, TX BJ/Kori Bliffert 15222 King Road Frisco, TX 75034 (262) 506-8277</p>
<p>Ardmore, TN Josh Allen 26453 Main Street Ardmore, TN 38449 931-427-8898</p>	<p>Garland, TX Travis Merritt 2380 Firewheel Pkwy. Garland, TX 75040 (917) 834-3937</p>
<p>Franklin, TN Aleksandra Stanic 1506 Royal Oakes Blvd. Franklin, TN 37067 (615) 567-3137</p>	<p>Irving, TX Percy Bass 530 David Street Irving, TX 75061 214-264-8953</p>

<p>Keller, TX Jontue Austin-Ezell 5751 Kroger Drive Keller, TX 76244 (817) 938-7661</p>	<p>Ashburn, VA Liam Daly 21750 Red Rum Drive Ashburn, VA 20147 (571) 420-2333</p>
<p>Plano, TX Steve Trentham 2700 Avenue K, Ste 200 Plano, TX 75074 214-505-3732</p>	<p>Haymarket, VA Heath Croll 5350 Tournament Drive Haymarket, VA 20169 (703) 597-8063</p>
<p>San Antonio, TX Steve Payne 2506 Freedom Drive San Antonio, TX 78217 (210)572-1955</p>	<p>Richmond, VA Michael Glatter 6945 Lakeside Avenue Richmond, VA 23228 804-420-2440</p>
<p>Spring, TX Sean Millhouse 19106 Stuebner Airline Rd. Spring, TX 77379 (281) 320-8939</p>	<p>Roanoke, VA Robbie Hebert 1130 Overland Road SW Roanoke, VA 24014 540-266-0873</p>
<p>Orem, UT Mathew Gover 1623 N State St Orem, UT 84057 (801) 836-7185</p>	<p>Kirkland, WA Rommel Acda/Belton Lubas 11626 Slater Avenue NE Ste. 4 Kirkland, WA 98034 (425) 823-4400</p>
<p>West Valley City, UT Seth Bigelow 7151 W 3980 S West Valley City, UT 84128 (801) 205-6624</p>	
<p>Lyndonville, VT Ben Warstler 1057 Broad Street Lyndonville, VT 05854 (802) 754-6896</p>	

List of Current Athletic Revolution Franchisees

As of October 1, 2012

<p>Prattville, AL Sy Banks 1852 Hwy 14 E. Prattville, AL 36067 760-429-5731</p>	<p>Denver, CO Billy Corbett 2538 S. Colorado Blvd. Denver, CO 80222 303-758-3138</p>
<p>Bentonville, AR Dustin Williams 1380 SW Westpark #10 Bentonville, AR 72712 479-273-5707</p>	<p>Northglenn, CO David Mura 2100 East 112th Avenue, #2 Northglenn, CO 80233 (313) 817-4008</p>
<p>Little Rock, AR Steven Laster 1900 Bryant, Ste 311 Little Rock, AR 72207 501-773-5214</p>	<p>Canton, CT Tyler English 12C Cheryl Dr. Canton, CT 06019 860-693-1175</p>
<p>Chandler, AZ David Barrett 4135 W. Shannon St. Chandler, AZ 85226 330-329-3488</p>	<p>Danbury, CT Christian Oropeza 88 Sugar Hollow Road, Box 4 Danbury, CT 06810 203-799-2993</p>
<p>Phoenix, AZ Lee Gough 3811 N. 50th Place Phoenix, AZ 85018 602-791-5314</p>	<p>South Windsor, CT Joe Carabase 40 Sandra Drive, St. 7-8 South Windsor, CT 06074 860-918-3057</p>
<p>Napa, CA Tiffany Larson 934 Enterprise Way, St. D Napa, CA 94558 (707) 479-0866</p>	<p>Jupiter, FL Joshua Werner 400 Toney Penna Dr., Ste D Jupiter, FL 33458 (561) 343-1474</p>

<p>Naples, FL Damon Moschetto 15495 Tamiami Trail Naples, FL 34110 805-630-9892</p>	<p>Schererville, IN William (Sean) Willis 7300 Forest Ridge Dr. Schererville, IN 46375 219-484-5860</p>
<p>St. Petersburg, FL Andrew Cowing 5010 Seminold Blvd. St. Petersburg, FL 33708 (727) 431-2253</p>	<p>Indianola, IA Cindy Johnson 309 N. 16th Indianola, IA 50125 515-249-6787</p>
<p>Boise, ID Brett Denton 814 W. Jefferson St. Boise, ID 83702 208-863-8072</p>	<p>Greenville, KY Donnie Johnson 715 Hwy 189 Bypass Greenville, KY 42345 270-543-4257</p>
<p>Edwardsville, IL Jared Woolever 1411 Troy Road Edwardsville, IL 62025 818-307-9000</p>	<p>Westbrook, ME Lauren Faulkner 426 Bridge St. Westbrook, ME 04092 207-370-2348</p>
<p>McCook, IL Brad Leshinske 4750 S. Vernon Avenue McCook, IL 60525 773-908-0990</p>	<p>Leominster, MA Jim Herrick 12 Sawtelle Road Leominster, MA 01453 978-798-1391</p>
<p>Bloomington, IN Ryan Ketchum/Wil Fleming 3205 W. Fullerton Pike Bloomington, IN 47403 812-822-0636</p>	<p>Marlborough, MA Sandra Condon/Shawn Cleveland 75 Felton St. Marlborough, MA 01752 508-460-8111</p>
<p>Indianapolis, IN Dale Speckman 6345 Washington Blvd. Indianapolis, IN 46220 317-979-5737</p>	<p>Newtonville, MA JenBrickey 60 Austin St. Newtonville, MA 02460 617-916-2962</p>

<p>Pembroke, MA Dave & Andrea Gleason 41 Brick Kiln Lane Pembroke, MA 02359 781-312-7808</p>	<p>Concord, NH Dean Carlson 287 S Main Street Concord, NH 03301 803-344-2652</p>
<p>Westborough, MA Matt Travis 65 Adams St. Westborough, MA 01581 201-317-1694</p>	<p>Rumson, NJ Marc Rosamilia/Sandra Lynch 113 East River Rd Rumson, NJ 07760 (732) 991-5232</p>
<p>Redwood, MN Trevor Wittner 30487 County Hwy 1 Redwood, MN 56283 (507) 828-8652</p>	<p>Sparta, NJ Brian Hoover 155 Woodport Rd. Sparta, NJ 07871 (201) 788-2666</p>
<p>Crystal Springs, MS Wayne Henry 103 Pearl St. Crystal Springs, MS 39059 601-669-0866</p>	<p>Toms River, NJ Phil Hueston 1740 Rt. 9, Unit B Toms River, NJ 08755 732-597-3725</p>
<p>Brentwood, MO Steve Long 2202 S. Brentwood Blvd Brentwood, MO 63144 314-402-2238</p>	<p>Asheville, NC Charlene Reeves 863 Merrimon Avenue Asheville, NC 28804 828-252-0920</p>
<p>Bozeman, MT Daniel Purpura 2405 Turkey Red Ln Bozeman, MT 59715 406-579-1429</p>	<p>Hickory, NC Dean Hamel/Paul Rozzell 351 16th St. Place SE Hickory, NC 28602 828-855-1424</p>
<p>Las Vegas, NV Robert McMullin 3950 E. Sunset, Ste. 112 Las Vegas, NV 89120 (702) 882-5295</p>	<p>Marion, NC Dean Hamel/Paul Rozzell 69 Industrial Dr. Marion, NC 28752 828-855-1424</p>

<p>Matthews, NC George Maoury 701 Matthews-Mint Hill Rd. Matthews, NC 28105 704-841-4403</p>	<p>Three Springs, PA Scott Everhart 20564 Freedom St. Three Springs, PA 17264 814-599-6232</p>
<p>Beachwood, OH Nathan Miracle 23715 Mercantile Road, St. 107B Beachwood, OH 44122 216-832-9212</p>	<p>Smithfield, RI Jeff Patten 9 B Enterprise Ln. Smithfield, RI 02917 401-349-3377</p>
<p>Hilliard, OH Jason Yun 3848 Lattimer St. Hilliard, OH 43026 614-432-9703</p>	<p>Hanahan, SC Philip Todd Ellis 25 Manor Blvd. Hanahan, SC 29410 843-608-8727</p>
<p>North Olmsted, OH Liz Donnelly 25190 Deerfield Dr. N. Olmsted, OH 44070 440-623-0957</p>	<p>Crowley, TX Levi Memmer 1031 Horse Creek Road Crowley, TX 76036 (817) 692-3186</p>
<p>Bensalem, PA Vince Malts/Pamela Macelree 1360B Adams Rd Bensalem, PA 19020 215-248-2130</p>	<p>Frisco, TX BJ and KoriBliffert 15222 King Rd. Frisco, TX 75034 469-362-0453</p>
<p>Berwick, PA Marc Nespoli 2009 West Front St. Berwick, PA 18603 570-759-3311</p>	<p>Keller, TX Jontue Austin-Ezell 5751 Kroger Drive Keller, TX 76244 (817) 938-7661</p>
<p>Carlisle, PA Kirk Ream 469 E. North St. Carlisle, PA 17013 717-385-2698</p>	<p>San Marcos, TX Heath Herrera 170 S. LBJ Dr. San Marcos, TX 78666 (512) 787-2219</p>

<p>Sugarland, TX Karen & Johnny Steen 15218 Hidden Hollow Lane Sugarland, TX 77498 281-545-8211</p>	<p>Sun Prairie, WI Ken Grall 3140 Edmonton Dr., Suite 1000 Sun Prairie, WI 53590 608-825-9505</p>
<p>Lyndonville, VT Ben Warstler 1057 Broad Street Lyndonville, VT 05851 802-754-8896</p>	
<p>Ashburn, VA Liam Daly 21750 Red Rum Drive Ashburn, VA 20147 (571) 420-2333</p>	
<p>Haymarket, VA Heath Croll 5350 Tournament Drive Haymarket, VA 20169 (703) 597-8063</p>	
<p>Roanoke, VA Robbie Hebert Roanoke Industrial Center, Bldg. #2 1912 9th Street SE Roanoke, VA 24013 (540) 266-0873</p>	
<p>Fitchburg, WI Jared Markiewicz 5174, Anton Drive #16 Fitchburg, WI 53719 262-352-2517</p>	

**Exhibit G
To Disclosure Document
List of Former Franchises**

None as of October 1, 2012

**Exhibit H1
To Disclosure Document
Franchise Organizations We Have Created, Sponsored or Endorsed**

None as of October 1, 2012

**Exhibit H2
To Disclosure Document
Independent Franchisee Associations**

None as of October 1, 2012

Exhibit I
To Disclosure Document

Personal Guarantee

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "**Agreement**") by Fitness Revolution International, LLC:

(1) Each of the undersigned ("**Guarantors**") hereby personally and unconditionally:

- a. Guarantees to Fitness Revolution International, LLC and their successors and assigns for the term of the Agreement and thereafter as provided in the agreement, that _____ ("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement and covenant in the Agreement; and
- b. Agrees personally to be bound by and personally liable for the breach of each and every provision in the Agreement.

(2) Each of the undersigned waives all of the following:

- a. Acceptance and notice of acceptance by Fitness Revolution International, LLC of the foregoing undertakings.
- b. Notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed.
- c. Protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed.
- d. Any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability.
- e. Any and all other notices and legal or equitable defenses to which he may be entitled.

(3) Each of the undersigned consents and agrees to all of the following:

- a. His or her direct and immediate liability under this guarantee shall be joint and several.
- b. He or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so.
- c. This liability shall not be contingent or conditioned upon pursuit by Fitness Revolution International, LLC of any remedies against Franchisee or any other

person.

- d. This liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Fitness Revolution International, LLC may from time to time grant to Franchisee or to any other person; including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guarantee, which shall be continuing and irrevocable during the term of the Agreement.
- e. He or she will be bound by the covenant not to compete and other restrictive covenants, the confidentiality provisions, the audit provisions, and the indemnification provisions contained in the Agreement.

(4) The arbitration, injunctive relief, governing law and jurisdiction provisions contained in the Agreement will govern this Guarantee, and those provisions are incorporated into this Guarantee by this reference.

**PERCENTAGE OF OWNERSHIP
INTEREST IN FRANCHISE**

GUARANTOR(S)

DATE OF AGREEMENT: _____

**Exhibit J
To Disclosure Document**

Receipt

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If we offer you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Maryland, New York and Rhode Island require that We give you give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon, and Washington require that We give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Fitness Revolution International, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the relevant state agency listed on Exhibit C.

The Franchisor is Fitness Revolution International, LLC, located at 110 Chase Way, Suite 5, Elizabethtown, Kentucky 42701. The telephone number is 1-335-6297.

Date of Issuance: April 1, 2012, as amended October 1, 2012

The Date of Issuance above is the date that we began offering and selling franchises to the public. It is not the effective date of registration of the franchise offering in the individual states. Please refer to the State Effective Dates at the beginning of this disclosure document for the effective dates of registration in the states with registration requirements.

The franchise seller for this offering is _____,
_____ (position) for Fitness Revolution International LLC, with an address
of _____ and telephone number: _____.

I have received a disclosure document dated _____ that included the following Exhibits:

- A Franchise Agreement and Related Materials
State Addenda to Franchise Agreement
Exhibits to Franchise Agreement:
 - Exhibit 1 - Franchised Territory
 - Exhibit 2 - Lease Assignment Agreement

- Exhibit 3 - Names & Addresses of Equity Owners, Directors, Officers
- Exhibit 4 - Personal Guarantee
- Exhibit 5 - De-Identification Checklist
- Exhibit 6 - Confidentiality/Non Competition Agreement
- Exhibit 7 - General Release Renewal
- Exhibit 8- General Release Assignment
- Exhibit 9 - Financing Agreement – Promissory Note
- Exhibit 10 - Supplemental Addenda
- Exhibit 11 - Notices of Recordation and Assignment

- B Financial Statements
- C State Administrators
- D Agents for Service of Process
- E State Addenda to Disclosure Document
- F List of Franchisees
- G List of Former Franchisees
- H1 Franchisee Organizations We Have Created, Sponsored or Endorsed
- H2 Independent Franchisee Associations
- I Personal Guarantee
- J Receipt (2 copies)

Date: _____
 (Do not leave blank)

 Signature of Prospective Franchisee

 Print Name

You may return the signed Receipt either by signing, dating, and mailing it to Fitness Revolution International LLC at 110 Chase Way, Suite 5, Elizabethtown, KY 42701, or by faxing a copy of the signed and dated Receipt to Fitness Revolution at: 1-888-339-5270

KEEP A COPY FOR YOUR RECORDS. Upon request, this Disclosure Document may also be available in PDF format on our website at www.fitnessrevolutionfranchise.com.

**Exhibit J
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Receipt

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New York and Rhode Island require that We give you give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon, and Washington require that We give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the relevant state agency listed on Exhibit C.

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Date: _____
 (Do not leave blank)

 Signature of Prospective Franchisee

 Print Name

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KEEP A COPY FOR YOUR RECORDS. Upon request, this Disclosure Document may also be available in PDF format on our website at www.fitnessrevolutionfranchise.com.