FRANCHISE DISCLOSURE DOCUMENT

Alloy Personal Training, LLC
a Georgia limited liability company
2500 Old Alabama Road, Suite 24
Roswell, Georgia 30076
678-430-8610
www.alloyfranchise.com
Email: franchiseinfo@teamalloy.com

The franchisee will operate a business offering personal training in a group setting delivered by certified instructors under the "Alloy" name. Clients are provided with individualized training programs that are conducted in small groups.

The total investment necessary to begin operation of an Alloy Facility is $185,335 to $452,400. This includes $60,000 to $106,000 that must be paid to the franchisor and/or its affiliate.

We also offer an Area Development Agreement for the development of multiple Alloy Facilities. If you qualify for the Area Development Agreement, you will pay a development fee between $110,000 (for two Facilities) and $350,000 (for ten Facilities). You must commit to develop a minimum of two Facilities under the Area Development Agreement. If you commit to open two Alloy Facilities, the initial investment, including the cost to develop your first Facility, is $237,335 to $504,900, with a development fee of $110,000 that must be paid to the franchisor and/or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information as well. Read this disclosure document and all accompanying agreements carefully. You must receive the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 disclosure documents in different formats, contact Suzanne Robb at 2500 Old Alabama Road, Suite 24, Roswell, Georgia 30076 or (678) 430-8610 ext 102.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide*

to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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 14, 2023

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits E & F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only ALLOY business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an ALLOY franchisee?	Item 20 or Exhibits E & F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Georgia. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Georgia than in your own state.

2. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

3. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

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

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

NOTICE REQUIRED
BY
STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48909, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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EXHIBITS:

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

Alloy Personal Training ("we", "our" or "us") is a Georgia limited liability company that was formed on May 16, 2019 and has its principal place of business at 2500 Old Alabama Road, Suite 24, Roswell, Georgia 30076. We do business under our corporate name and under the franchise name "Alloy". We will refer to the person who buys this franchise as "you" throughout this Disclosure Document. If the franchise purchaser is a business entity, "you" also includes each partner, shareholder and/or other owner of that entity.

We have offered franchises since September 2019. We have never offered franchises in any other line of business or operated a business of the type to be operated by the franchisee. Our agents for service of process are listed in Exhibit A.

Our Parents, Predecessors and Affiliates

We have no parent or predecessor. We have two affiliates.

Our first affiliate is Alloy Personal Training Center, LLC, a Georgia limited liability company formed on January 28, 2016 and located at 9925 Haynes Bridge Road, Suite 600, Alpharetta GA 30022. This affiliate has never offered franchises in this or any other line of business and is not an approved supplier of any product or service you must purchase or lease. This affiliate owns and operates one business of the type being franchised which has been in operation since November 1992 and operated as a sole proprietorship until 2016.

Our second affiliate is Alloy Personal Training Solutions, LLC ("APTS"), a Georgia limited liability company formed on April 20, 2011 and headquartered at our address. APTS has never offered franchises in this or any other line of business, is not an approved supplier of any product or service you must purchase or lease and does not own or operate a business of the type being franchised, although in the past it did offer licenses to health clubs and gyms for group training solutions that these health club and gym owners use as part of their health club facilities and gyms, none of which operate their businesses under the Alloy Proprietary Marks. Most of these owners were existing operators who had generally been in business for at least two years and the revenue derived from the group training was less than 20% of their overall business. APTS does own the Proprietary Marks, described below, which it has licensed to us so that we may sublicense them to our franchisees.

The Franchise Offered

We are offering franchises for Facilities operating under the "Alloy" name ("Facility" or "Franchised Business"). An Alloy Facility provides personal training in a group setting delivered by certified instructors under the name "Alloy". Clients are provided with individualized training programs that are conducted in small groups (up to 6 clients), which allows the clients to receive in-depth instruction while focusing on their specific goals. Each client is assessed using cutting edge technology, a customized workout plan is created that changes with each visit, and client

progress is tracked and goals met using accountability appointments for additional motivation and guidance. Alloy Facilities may also offer products for sale, such as fitness apparel, nutritional products, and other related items. Alloy Facilities operate using our formula, techniques, trade dress, trademarks and logos. Alloy Facilities are generally located in strip shopping centers and free-standing locations and will need approximately 1,500 square feet ("Business" or "Facility").

Our System includes specific equipment, fixtures, furnishings, materials and supplies; methods, uniform standards, specifications and procedures for operations; procedures for management control; training and assistance; and merchandising, advertising and promotional programs, all of which may be changed, improved and further developed (the "System"). The System is identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including the mark "Alloy®", as are now designated and may in the future be designated by us in writing for use with the System (the "Marks" or "Proprietary Marks").

Our System also includes a proprietary software application (the "Alloy App"), which will be customized for each franchisee. The Alloy App will provide you with tools to manage and communicate with your coaches and clients through the personal profile you build. Through the Alloy App, you will be able to build specific, video driven programs for your clients, send messages to your clients, and track each client's results.

Franchise Agreement

We offer the right to establish and operate an Alloy Facility within a specific territory under the terms of a single unit franchise agreement (the "Franchise Agreement"), which is attached to this Disclosure Document as Exhibit B. You may be an individual, corporation, partnership or other form of legal entity. Under the Franchise Agreement, certain parties are characterized as Franchisee's Owners (referred to in this Disclosure Document as "your Owners"). The Franchise Agreement gives you the right to use the Proprietary Marks and the System solely at the approved location.

As a franchisee, you must have at all times sufficient working capital and liquidity (including cash and cash equivalents) to develop and operate your Facility without interruption.

As described in Item 15, you must have a Principal Owner, who is you or one of your owners with a majority interest and decision-making authority if the franchisee is an entity. You must also have a General Manager/Head Trainer, who is the individual who is responsible for the day-to-day operation of the Franchised Business.

Area Development Agreement

If you meet our net worth, operational, experience and other requirements for multi-unit developers, you may enter into an Area Development Agreement ("Area Development Agreement") for the development of multiple Franchised Businesses in a designated geographical area, known as a "Development Territory." Under the Area Development Agreement, attached as Exhibit C to this Disclosure Document, you must develop an agreed upon number of Franchised

Businesses in the Development Territory within a specified time period. Our multi-unit developers must commit to develop at least two Franchised Businesses.

You must sign the Franchise Agreement for your first Franchised Business at the same time you sign the Area Development Agreement. For each Franchised Business developed after the first one you must sign our then-current form of Franchise Agreement, which may differ from the current Franchise Agreement included with this Franchise Disclosure Document. Under the Area Development Agreement, you and we will agree on a schedule for developing Facilities and the dates by which these Facilities must be open ("Minimum Performance Schedule"). If you fail to meet the dates in the Minimum Performance Schedule, we may terminate your Area Development Agreement.

Market and Competition

You will offer products and services to the general public, though your clients will generally be adults 40 years old and older. The general market for exercise facilities is well-developed. Your competition would include the general physical fitness industry including health clubs, gyms, yoga studios, and Pilates studios. The market for our services is year-round, but it can fluctuate to some degree depending on local seasonality.

In addition to competition, local markets for physical fitness services will be affected by changes in local and national economic conditions and concerns, including disposable income, as well as neighborhood demographic and traffic patterns. The ability of each Facility to compete is dependent on a variety of factors, including any nearby competing businesses, demographics, the immediate neighborhood location and characteristics, accessibility and the individual service, marketing, merchandising, capitalization, management's ability to implement your overall business plan, and diligence.

Industry Specific Laws and Regulations

You must comply with all local, state and federal laws in the operation of your Franchised Business. There are no national regulations that apply specifically to the operation of fitness centers. However, many states, and some municipalities, have laws and regulations that apply specifically to membership contracts, operations and licenses. Many states limit the length of your customer contracts, provide for specific provisions to be included in those contracts, prescribe the format or type size for the contract, and/or provide customers the right to terminate their contracts. State regulations may also require you to obtain a bond to protect pre-paid membership fees you collect. Your state's laws may require you to have an automated external defibrillator (AED) unit on-site with staff member(s) trained in how to use the AED and trained in cardiopulmonary resuscitation (CPR). There may be other laws applicable to your business and we urge you to make additional inquiries about these laws. Your failure to comply with these laws constitutes a material breach of your Franchise Agreement.

Some states and municipalities have bonding requirements for businesses that sell memberships or pre-sell training similar to what your Franchised Business offers; they may also have liability insurance requirements for health clubs that may or may not apply to your Franchised

Business. Some states impose sales taxes on club memberships. There may also be special permits required for you to operate some or all of your business. If these or similar laws have been enacted in the state or municipality in which you intend to operate your Facility, you will need to comply with these laws, and we urge you to become familiar with them.

ITEM 2
BUSINESS EXPERIENCE

Rick Mayo—Chief Executive Officer/Founder

Rick Mayo is the founder and has been our Chief Executive Officer since our inception in May 2019. He has held the same title with our affiliate, Alloy Personal Training Center, LLC since January 2016. He has also served as CEO of Alloy Personal Training Solutions, since February 2011, and has owned and operated an Alloy Facility since November 1992.

Suzanne Robb—Chief Operating Officer

Suzanne Robb has been our Chief Operating Officer since our inception in May 2019. She has held the same title with our affiliate, Alloy Personal Training Solutions, since May 2011.

Matt Helland—VP, Programming

Matt Helland has been our VP, Programming since our inception in May 2019. He has held the same title with our affiliate, Alloy Personal Training Solutions, since May 2011.

Jared Breen—VP, Real Estate and Construction

Jared Breen has been our VP, Real Estate and Construction since January 2023. He served as our Lead Franchise Business Coach since from April 2019 to January 2023. From April 2018 to April 2019, he was a sales representative for AFLAC Insurance Company and was based in Atlanta, Georgia.

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

Franchise Agreement: You must pay us an initial franchise fee of $60,000 for the right to establish a single Alloy Facility under a Franchise Agreement. We provide a $5,000 discount

on the first license for active duty reserves or honorably discharged veterans of the U.S. Armed Forces and part of the Veterans Transition Franchise Initiative (commonly referred to as "Vet Fran"), which seeks to provide an opportunity for veterans who want to be in business.

You must pay the initial franchise fee in full when you sign the Franchise Agreement. The initial franchise fee is not refundable.

Grand Opening Marketing Campaign: You must spend $30,000-$40,000 ($30,000 is the minimum requirement) for a pre-sale and grand opening marketing campaign to promote the opening of your Alloy Facility. You must pay these amounts for your grand opening marketing campaign for a period of 2-3 months prior to the opening of your Alloy Facility and these amounts are not refundable under any circumstances. You must follow the pre-sale marketing plan as described in the Pre-sale Marketing Playbook in the Operations Manual. At our request, you must give us the $30,000-$40,000 for your grand opening marketing campaign and we will conduct the campaign for you. If we collect this money from you, it is not refundable and we will spend the entire amount.

Pre-Opening Member Sales Assistance: Prior to opening, you must have 75 members who have joined your Facility during your pre-sale marketing campaign, with the member having a signed membership agreement and a verified credit card on file. You can appoint your marketing director to conduct this direct sales activity. You also have the option to engage our pre-sale member assistance specialist at $3,000 per month (typical length of time is one to two months, so the total is $3,000-$6,000). If your appointed representative is not closing at 10% of your member leads after one month, we may require use our specialist for one to two months at $3,000 per month. The $3,000 per month is payable to us prior to engaging our specialist and is not refundable.

Area Development Agreement: If we award you the right to develop two or more Franchised Businesses within a given Development Area, you must pay us a one-time development fee upon execution of your Development Agreement. The development fee is not refundable. Your development fee will depend on the number of Franchised Businesses we grant you the right to develop within the Development Area, and is calculated as follows: (i) $110,000 for the right to develop two Franchised Businesses; (ii) $45,000 per Franchised Business if you agree to develop between three and five Franchised Business; (iii) $40,000 per Franchised Business if you agree to develop between six and nine Franchised Businesses; and (iv) $35,000 per Franchised Business if you agree to develop 10 or more Franchised Businesses. You will be required to enter into our then-current form of franchise agreement for each Franchised Business you wish to develop under your Development Agreement, but you will not be required to pay any additional initial franchise fee at the time you execute each of these franchise agreements.

During our fiscal year ending December 31, 2022, the initial franchise fees paid to us ranged from $50,000 to $60,000 and the development fee was $110,000.

ITEM 6
OTHER FEES

Name of Fee (1)	Amount	Date Due	Remarks
Royalty Fee (2)	7% of Gross Sales	Payable weekly on Wednesday (unless Wednesday is not a business day, then it is due on the next business day)	Royalty Fees are calculated based on Gross Sales for the previous week ending Sunday. Amounts due will be withdrawn by EFT from your designated bank account.
Brand Development Fund Fee	2% of Gross Sales	Payable weekly at the same time and in the same manner as the weekly Royalty Fee	The Brand Development Fund is described in Item 11
Technology Fee	$215.00	Payable weekly at the same time and in the same manner as the weekly Royalty Fee. We have the right to change the billing schedule to bi-weekly.	The Technology Fee is for use of a CRM and POS (point of sale system), Scheduler and the Alloy App and reporting dashboard; Alloy Reward /Redemption program; Lead Management and Marketing Campaign system and bolt-on applications, website development, SEO and maintenance. The weekly amount may increase as technology changes.
Local Marketing	5% of Gross Sales	Must be spent monthly	Payable to your local marketing suppliers. Any marketing you wish to use must first be approved by us
Advertising Groups/Cooperatives (3)	1% of Gross Sales, unless we or the cooperative members (if a cooperative is formed) approve a higher amount	As determined by the members	Any amounts you contribute to a local or regional advertising group or cooperative will count toward your 5% local marketing requirement.
Initial Training – Additional Employees or New Employees	Our then-current training fee per person, plus expenses, although	15 days before training begins	We will train up to three people (including you or your Operating Partner, your General Manager/Head

Name of Fee (1)	Amount	Date Due	Remarks
	initial training for up to three people is included as part of the Initial Franchise Fee Current training fee = $2,500		Trainer and one additional Trainer) at no additional charge. If you want to send additional people to our training program either before your Franchised Business opens or while it is operating, you must pay our training fee for each trainee you send to us. You will also pay all expenses of your trainees, including travel, lodging, meals, applicable wages and workers' compensation
Additional/ Refresher In Person Training or Assistance	Our then-current per diem rate, per trainer or operations employee, plus expenses Current per diem rate = $500	15 days after billing	If you request that we provide additional or refresher training at your Franchised Business or at our training location, or if we determine that you need additional or refresher training or assistance, you must pay our then-current per diem rate for each trainer we provide, and you must reimburse the trainers' expenses, including travel, lodging and meals
Franchisee Meeting or Convention	Up to $1,000 per person, plus expenses	Before meeting	We may hold a meeting or convention of our franchisees, and we may designate that attendance at the meeting is mandatory for your Operating Partner and your General Manager. The expenses to be paid include your attendees' travel, lodging, meals, and wages
Insufficient Funds/Late Report Fee	$100 fee for late report/late payment, with fee increasing by $50 for each subsequent late report/late payment (up to a maximum	On demand, if incurred	You must pay us this fee if there are not sufficient funds in your bank account to process payments owed to us and/or our affiliates or you are late in submitting reports. If you incur this fee three times

Name of Fee (1)	Amount	Date Due	Remarks
	of $250 for the fourth and any subsequent late report/late payment		in any 12 month period, we may terminate your Franchise Agreement without giving you the right to cure the default
Interest on Overdue Amounts	12% per annum or the highest legal contract rate, whichever is less	Upon billing	Payable on all overdue amounts. Interest accrues from the original due date until payment is received in full
Audit	Cost of the audit (estimated to be between $1,000 and $5,000)	On demand	Payable only if the audit is conducted due to your failure to provide reports when required or if the audit shows you have understated any amount due to us (or Gross Sales) by 3% or more. You must also pay any understated amount plus interest
Transfer Fee	$10,000	Application fee is payable with request for approval of transfer. Transfer fee is payable when transfer is approved	No fee is imposed for a one-time transfer to a corporate entity formed by you for the convenience of ownership or an instance where you have a Business and are adding an operating partner who will have a 20% or less ownership interest and we determine there is no change of control in the franchisee entity.
Renewal	$5,000	When the renewal Franchise Agreement is signed	
Relocation Fee	$7,500	With request for our approval of the relocation	Payable if you wish to relocate your Franchised Business
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	If you default under your agreement, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating the agreement

Name of Fee (1)	Amount	Date Due	Remarks
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your Facility's operations or if you use the Proprietary Marks in an unauthorized manner
Product or Supplier Evaluation	Reimbursement of our expenses, up to $5,000 per request	As incurred	If you request that we evaluate a new product or supplier for the System
QuickBooks Online	$35	Monthly	Payable to Quick Books Online.
Proprietary Software	To be determined	To be determined	We reserve the right to develop proprietary software, in addition to the Alloy App, for use by all franchisees in the System. If we do this, we may charge you an initial fee for the software and a continuing maintenance fee
Insurance	Reimbursement of our costs plus 10% administrative fee	On demand	If you do not maintain the insurance that we require, we may (but are not obligated to) purchase insurance for you
Management Fee	10% of Gross Sales, plus expenses	As incurred	We have the right to step in and manage your Franchised Business for you in certain circumstances, including your prolonged absence, death or disability. We will charge a management fee if we manage your Facility, and you must reimburse our expenses
Refurbishment of Franchised Business	Will vary under the circumstances	As incurred	Payable to approved suppliers. You must regularly clean and maintain your Facility and its equipment. We may require you to remodel or redecorate your Facility to meet our then-current image for all Alloy Facilities. We will not require you to remodel or redecorate your Facility more frequently

Name of Fee (1)	Amount	Date Due	Remarks
			than every five years. General refurbishment of your Facility is in addition to technology and equipment upgrades that we may require you to make
Mystery Shopper Service	$150 per mystery shop	As incurred	We may require you to participate in our mystery shopper program. Payable to the mystery shopper service
Prohibited Product or Service Fee	$250 per day	On demand, if incurred	Payable if you offer any product or service at or from your Facility that we have not approved
Spotify Subscription	$10	As incurred	You must use our music playlists created for you on Spotify.

1. Except as otherwise indicated in the preceding chart, all fees described in this Item 6 are non-refundable and currently are uniformly imposed, and we impose all fees and expenses listed and you must pay them to us. Except as specifically stated above, the amounts given may be due to changes in market conditions, our cost of providing services and future policy changes.

2. "Gross Sales" means the total gross revenue from the provision of all products and services sold or performed in, at, from or away from the Alloy Facility, or through or by means of the Franchise Business, whether from cash, check, credit card, debit card, barter or exchange, or other credit transactions, and regardless of collection, and including (a) session fees, membership fees, initiation fees, enrollment fees, processing fees, paid-in-full dues, renewal fees, corporate/third party payer fees, monthly dues and any fees or revenue generated and derived during any pre-sales; (b) fees and charges for optional services such as personal training, small group training and other optional programs we design; (c) fees charged to non-members using the Facility's services; and (d) revenue derived from merchandise and product sales. Sales taxes, use taxes, and other similar taxes added to the sales price and collected from the customer and paid to the appropriate taxing authority are deducted from Gross Sales.

   On Monday of each week, you must provide us with a report of your Alloy Facility's Gross Sales for the previous week ending Sunday. We may electronically access your computer system to obtain this information, but you must still provide us with this report.

   If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you.

For any year you fail to achieve the minimum annual Gross Sales, you must pay any shortfall of royalty fees for each failure to achieve the minimum annual Gross Sales. The shortfall amount equals 7% of the difference between your actual Gross Sales for the year and $240,000. There is no minimum annual Gross Sales for the first year. The second year will be the 12 month period beginning the first full month after the effective date of the Franchise Agreement and ending 12 months later. Each subsequent year will be determined using the similar 12 month period time frame for that year.

3. Cooperatives will include all Facilities in a designated geographic area, whether owned by us, our affiliates or our franchisees. Each Facility has one vote in the cooperative, but no one Facility or commonly controlled group of Facilities will have more than 25% of the total vote. This limit on voting power includes franchisor or affiliate outlets. No cooperatives have been established as of the date of this Disclosure Document.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (1)	$60,000	Lump sum	Upon signing Franchise Agreement	Us
Rent – 3 Months (2)	$14,400-$31,800	As arranged	As arranged	Landlord
Lease and Utility Security Deposits (3)	$3,125-$7,250	As arranged	As arranged	Landlord and Utility Companies
Architect/Project Management (4)	$5,000-$27,500	As arranged	As arranged	Required Vendor
Leasehold Improvements (5)	$25,000-$150,000	As arranged	As arranged	Contractor
Furniture, Fixtures and Equipment (6)	$13,850-$60,000	As arranged	As arranged	Approved Suppliers
Signage (7)	$6,500-$20,000	As arranged	As arranged	Approved Suppliers
Initial Inventory (8)	$250-$500	As arranged	As arranged	Approved Suppliers
Permits and Licenses (9)	$1,000-$3,000	As arranged	As arranged	Government Agencies

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Insurance – 3 Months of Annual Premium (10)	$600-$1,500	As arranged	As arranged	Insurance Companies
Grand Opening Marketing (11)	$30,000-$40,000	As arranged	As arranged	Approved Suppliers or Us
Pre-Opening Marketing Specialist(12)	$0-$6,000	As arranged	As arranged	Us
Training Expenses (13)	$1,660-$3,350	As arranged	As arranged	Airline, Hotel, Restaurants, Employees, etc.
Computer System (14)	$2,150-$3,000	As arranged	As arranged	Approved Suppliers
Professional Fees (15)	$5,000-$10,000	As arranged	As arranged	Attorney, Accountant
Office Supplies (16)	$300-$1,000	As arranged	As arranged	Approved Suppliers
Miscellaneous (17)	$1,500-$2,500	As arranged	As arranged	Approved Suppliers
Additional Funds – 3 Months (18)	$15,000-$25,000	As arranged	As arranged	Various
Total	**$185,335-$452,400**			

In general, none of the expenses listed in the above charts are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment.

1. ***Initial Franchise Fee***. The initial franchise fee is discussed in detail in Item 5.

2. ***Rent***. You will need approximately 1,700-1,900 square feet of space for a Facility which will generally be located in a strip shopping center or free-standing location. If your space is larger, the cost to finish will also be higher. Our estimates assumes that you will lease the premises for your Facility at between $17-$40 per square foot and that you will not purchase real property. Landlords may vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, your lease may require you to pay common area maintenance charges ("CAM Charges") for your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. The actual amount

you pay under the lease will vary depending on the size of the Facility, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region. Location is a major factor in the amount of rent required. We recommend different membership pricing tiers when calculating rent factors to account for high rent districts in certain parts of the country. We are unable to estimate with any precision the costs of leasing or purchasing real estate because of the wide variation from region to region and between markets.

If you choose to purchase real property on which to build your Facility, your initial investment will probably be higher than what we estimate above. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

3. ***Security Deposits***. Our estimate assumes that you will need to provide one month of rent as a security deposit to your landlord, and you may need to provide security deposits for your utilities (such as gas, water and/or electric).

4. ***Architect/Project Management***. You must hire an architect to assist with design, layout and architectural drawings suitable for permitting per the Alloy Design Manual. Your plans must be approved by us before you can begin building out your Facility, but our review of your plans is only to verify compliance with our requirements and presentation of the Marks. You and your architect must make sure that your construction plans comply with all applicable laws, ordinances and building codes, including the Americans with Disabilities Act. The high end estimate of this range is if you elect to use pre-construction/construction management company, who will assist with design, layout and architectural drawings suitable for permitting.

5. ***Leasehold Improvements***. This range expects and assumes that you and your business advisors will negotiate with the landlord of your Facility premises to get a tenant improvement allowance or credit ("TI") that is consistent with industry statistics and experience with general contractors and similar providers for this kind of buildout. Construction costs and TI allowances/credits can vary significantly from market to market and among local vendors and also depend on factors such as the condition of the premises, the financial condition of the tenant, and the length of the term of the lease. Our estimate assumes your landlord provides adequate cooling, water and heating infrastructure, and includes some materials such as paint, trim, plumbing, electrical and flooring, labor costs and installation of certain features, including flooring and lighting. Our estimate may vary from your actual costs, depending on the location, size, and condition of your Facility.

6. ***Furniture, Fixtures and Equipment***. Our estimate includes a front reception desk, retail cabinet, washer, dryer, light fixtures, guest chairs, end tables and storage cubbies, sound system, television, refrigerator, defibrillator, Inbody and exercise equipment, including, straps, balls, bands, kettle bells, other weights, racks and bikes. The low range is based on a leased equipment package and the high end is based on outright purchase of all equipment in addition to the furniture and fixtures required for your Facility.

7. ***Signage***. These amounts represent your cost for interior and exterior signage, including floor logo. Your landlord or your local ordinances may have different restrictions it places

on interior and exterior signage which may affect your costs. You may elect to purchase optional signage for your Facility, although the costs may exceed the high end estimate.

8. ***Initial Inventory***. Initial inventory items include bottled water, protein drinks, nutritional products and branded apparel.

9. ***Permits and Licenses***. These are estimates of the costs for obtaining local business licenses which typically remain in effect for one year. These figures do not include occupancy and construction permits which are included in the leasehold improvements estimate. The cost of these permits and licenses will vary substantially depending on the location of the Franchised Business. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement.

10. ***Insurance***. These figures are estimates of the cost of three months of the annual premiums for the insurance you must obtain and maintain for your Facility, as described in Item 8. The estimate includes a 2% allowance on Workers Compensation insurance for non-owner employees. Insurance premiums may be payable monthly, quarterly, semi-annually or annually, based on the insurance company's practices and other factors like Facility location, type of construction, landlord requirements, local laws and your creditworthiness.

11. ***Grand Opening Marketing***. You must conduct a pre-sale and grand opening marketing campaign to promote the opening of your Facility and to generate sales. You must follow the pre-sale marketing playbook provided in the Operations Manual. Your pre-sale marketing campaign should be conducted in the 60-90 day period before Grand Opening and continue after your Facility opens or until you reach membership enrollment capacity, whichever comes first. At our request, you must give us the money for your grand opening advertising campaign, and we will conduct the campaign on your behalf.

12. ***Pre-Opening Marketing Specialist***. As noted in Item 5, you must have 75 members who have joined your Facility during your pre-sale marketing campaign, with the member having a signed membership agreement and a verified credit card on file. The low end estimate is you conducting this direct sales activity on your own with your appointed representative. The high end ($3,000 per month for 2 months) is if you engage our pre-sale member assistance specialist, or we require you to use our specialist if your appointed representative is not closing at 10% of your member leads after one month.

13. ***Training Expenses***. We will provide an initial training program for up to three trainees, the cost of which is included in your initial franchise fee. For each additional person that you request we train, you must pay our then-current training fee. Our estimate includes travel, lodging, meals and wages expenses for one trainee. Your actual costs may vary depending on the distance you must travel and the accommodations you choose. You may also need to obtain third party training for CPR and training on the proper use of the AED; the costs for third party training are not included in our estimate.

14. ***Computer System***. If you do not already have a computer system that meets our minimum specifications, you will need to purchase a computer system. The computer system is described in Item 11.

15. ***Professional Fees***. We strongly encourage you to engage the services of an attorney and/or an accountant to advise you regarding this franchise offering.

16. ***Office Supplies***. Our estimate includes your initial supply of business cards, brochures, and basic office supplies.

17. ***Miscellaneous***. These items may include Chamber of Commerce dues, additional member merchandise, towels, and cleaning supplies.

18. ***Additional Funds***. You will need additional funds to support ongoing expenses, such as payroll, Royalty Fees and Brand Development Fees, if these costs are not covered by sales revenue for your first three months of operation. Our estimate does not include any sales revenue you may generate. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months. When preparing these figures, we relied on our founder's (who also is our CEO) experience operating an Alloy Facility since November 1992 and our franchisees' experience in the last two years with the build out and opening of their Alloy facilities. This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after.

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YOUR ESTIMATED INITIAL INVESTMENT
AREA DEVELOPER – DEVELOPMENT OF TWO FACILITIES

Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Development Fee (1)	$110,000	Lump sum	On signing Area Development Agreement	Us
Vehicle – 3 Months (2)	$2,000-$2,500	As arranged	As arranged	Suppliers
Other Expenditures for First Facility (3)	$125,335-$392,400	See First Table	See First Table	See First Table
Total	**$237,335-$504,900**			

None of the expenses listed in the above charts are refundable. We do not finance any portion of your initial investment.

Notes:

1. ***Development Fee***. The development fee is discussed in Item 5. Our estimate assumes you will develop the minimum of two Facilities. If you choose to develop more than two Facilities, the development fee will increase as set forth in Item 5.

2. ***Vehicle***. We anticipate that you will need a vehicle to view potential sites and to oversee the build-out of the Facilities. Our estimate includes three months of expenses for gas, maintenance and vehicle payments.

3. ***Other Expenditures for First Facility***. These are the estimates to build-out your first Facility less the $60,000 initial franchise fee. You should be aware that your initial investment for your second and subsequent Facilities likely will be higher than the above estimates for your first Facility due to inflation, increased labor costs, increased materials costs and other economic factors that may vary over time.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to ensure a uniform image and uniform quality of services and products throughout the Alloy system, you must maintain and comply with our quality standards. Although you are not required to purchase or lease real estate from us or our affiliates, we must accept the location of your Alloy Facility (see Item 11). You must construct and equip your Franchised Business in accordance with our then current approved design, specifications and standards. In addition, it is your responsibility to ensure that your building plans comply with the Americans with Disabilities Act and all other federal, state and local laws.

We reserve the right to designate a primary or single source of supply for certain required items, and we or an affiliate may be that single source. We have required vendors for equipment, our online POS and related technology services and printed marketing and promotional materials. We also reserve the right to require you to use a designated accountant or bookkeeping service if you do not provide required financial reports and statements when they are due, or your financial reports and statements are not accurate. For other items, we have a list of preferred vendors for your consideration, although you may use another vendor provided the vendor's product or service meets our specifications or standards.

You must maintain in sufficient supply (as we may prescribe in the Manual or otherwise in writing), and use at all times, only the products purchased from suppliers designated or approved by us, and any other products, materials, supplies, fixtures, furnishings, equipment, computer systems, signs, and other items as conform with our standards and specifications, and not deviate from those standards and specifications by the use of non-conforming items without our prior written consent. A complete list of our approved products and suppliers will be included in the Manual and is subject to change over time. We will provide you notice in the Manual or otherwise in writing (such as via e-mail) of any changes to the lists of approved products and approved suppliers. You may not enter into any agreement with any health club aggregator, multi-partner

membership program or utilize any type of discount, deal, or coupon-type website, without our prior written consent.

You must permit us or our agents, during normal business hours, to remove a reasonable number of samples of products from your inventory or from the Franchised Business free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current standards and specifications. In addition to any other remedies we may have, we may require you to pay for the testing if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications.

Except for those items where we have approved a sole supplier, if you wish to purchase, lease or use any products or other items, or you wish to purchase from an unapproved supplier, you must submit a written request for approval, or must request the supplier to do so. We must approve any product or supplier in writing before you make any purchases of that product or from that supplier. We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered either to us or to an independent laboratory for testing. We reserve the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards. Our supplier approval procedure does not obligate us to approve any particular supplier, and in certain circumstances we may designated a supplier as a sole supplier or one of two or three approved suppliers. We will notify you within six months after we complete the inspection and evaluation process of our approval or disapproval of any proposed supplier. We are not required to make available to you or to any supplier the criteria for product or supplier approval that we deem confidential. You must reimburse all costs we incur related to evaluating a product or supplier that you propose, up to a maximum of $5,000 per request. We may also revoke approval of a particular product or supplier. If we notify you in writing that our approval has been revoked, you must stop purchasing that product and/or stop purchasing from that supplier.

We reserve the right to develop proprietary products that are manufactured according to our specifications. Because of the importance of quality and uniformity of production and the significance of those products in the System, it is to your and our benefit that we closely control the production and distribution of those products. Therefore, you will use only our proprietary products and will purchase those items only from us, our affiliate or from the supplier we designate.

You must obtain all supplies, materials, fixtures, furnishings, equipment (including computer hardware and software), and other products used or offered for sale at the Facility solely from suppliers who demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards or in accordance with our standards and specifications.

None of our officers has an ownership interest in any approved supplier.

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System. These arrangements will include certain benefits to franchisees like having available sources of supply on a regular basis. At the present time there are no purchasing or distribution cooperatives established by us. We do not

give you any benefits, like renewal or the granting of additional franchises, based on your buying any items from our approved suppliers.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Centers in our System. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We have the right to collect and retain any and all allowances, rebates, credits, incentives, or benefits (collectively, "Allowances") offered by manufacturers, suppliers, and distributors to you, to us, or to our affiliates based upon your purchases of products and services from manufacturers, suppliers, and distributors. We or our affiliates will have all of your right, title, and interest in and to any and all of these Allowances. We or our affiliates may collect and retain any or all of these Allowances without restriction (unless otherwise instructed by the manufacturer, supplier, or distributor). We may also choose to contribute these Allowances to the Brand Development Fund, but if we do so it does not reduce or eliminate your requirement to pay the Brand Development Fee. For the fiscal year ended December 31, 2022, we collected $45,720 in Allowances, which was 6.5% of our overall revenue of $700,908, as reported in our audited financial statements included as Exhibit G to this Disclosure Document.

We reserve the right to review any lease, sublease or purchase agreement for the approved site before you sign it. At our request, you and your landlord must sign our form of Lease Addendum, attached as an appendix to the Franchise Agreement.

Any marketing materials that you have had prepared for you, or that we have not approved within the most recent 12-month period, and that you wish to use to promote your Facility must be submitted to us for our approval before the materials may be used. You may not use any marketing materials that we have not approved.

You must obtain, before beginning any operations under the Franchise Agreement, and must maintain in full force and effect at all times during the term of the Franchise Agreement, at your own expense, an insurance policy or policies protecting you, us, our affiliates, and our respective officers, directors, partners, and employees. The policies must provide protection against any demand or claim relating to personal and bodily injury, death, or property damage, or any liability arising from your operation of the Facility. All policies must be written by a responsible carrier or carriers that we determine to be acceptable and that are rated at least "A-" with A.M. Best Company and must provide at least the types and minimum amounts of coverage specified in the Franchise Agreement or otherwise in the Manual. Additionally, we may designate one or more insurance companies as the insurance carrier(s) for Alloy Facilities. If we do so, we may require that you obtain your insurance through the designated carrier(s).

You must purchase and maintain in full force and effect, at your expense and from a company we accept, insurance that insures both you and us, our affiliates and any other persons we designate by name. The insurance policy or policies must be written in accordance with the

standards and specifications (including minimum coverage amounts) set forth in writing by us from time to time, and, at a minimum, must include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing): (i) "special" causes of loss coverage forms (sometimes called "All Risk Coverage" or "All Peril Coverage") on the Facility, facility improvements and all furniture, fixtures, equipment, supplies and other property used in the operation of the Facility, for full repair and replacement value, except that an appropriate deductible clause is permitted; (ii) business interruption insurance covering a minimum of 12 months loss of income, including coverage for our Royalty Fees (for example, in the event of a fire or destruction of the premises, the insurance must cover our average royalty payments (based on the previous 12-month timeframe, or if a shorter timeframe, the total operating timeframe for the facility) during the rebuilding process); (iii) comprehensive general liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate; (iv) personal and advertising injury insurance with minimum limits of $2,000,000 per occurrence; (v) fire damage coverage in an amount sufficient to cover the replacement costs of the Facility equipment, improvements and betterments; (vi) medical expense coverage in the amount of $10,000 to $25,000; (vii) workers' compensation insurance covering all of your employees; (viii) employers liability insurance with contingent liability; (ix) umbrella liability insurance; (x) automobile liability insurance; xi) "Per Location" aggregate limits when multiple facility locations are insured under one comprehensive general liability and umbrella liability policy; (xii) Alloy Personal Training, LLC and its affiliates are named as additional insureds on all liability policies required by this subparagraph; (xiii) severability of interests and/or separation of insureds provisions must be included in the liability policies and an endorsement is required providing that the franchisee's insurance is primary with respect to any insurance policy carried by Alloy Personal Training, LLC and its affiliates and any insurance maintained by Alloy Personal Training, LLC or its affiliates is excess and non-contributing; (xiv) a waiver of subrogation endorsement must be obtained; and (xv) any other such insurance coverages or amounts as we may designate or as required by law or other agreement related to the Facility. In addition, related to any construction, renovation or remodeling of the Franchised Business, you must maintain builder's risks insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory to us.

Each insurance policy must: (a) name us and our affiliates as additional named insureds under your liability policies and contain a waiver of all subrogation rights against us; (b) provide for 30 days' prior written notice to us of cancellation or statutory requirement; (c) provide that coverage applies separately to each insured against whom a claim is brought; (d) contain no provision which limits coverage in the event of a claim by a party who is indemnified under the Franchise Agreement; (e) be primary and non-contributory; and (f) extend to and provide indemnity for obligations assumed by you under the Franchise Agreement.

We have the right to require that you obtain from your insurance company a report of claims made and reserves set against your insurance. We reserve the right to change our insurance requirements during the term of your Franchise Agreement, including the types of coverage and the amounts of coverage, and you must comply with those changes.

Your insurance policies must be issued by an insurance company licensed to do business in the state where your Facility is located. Not later than two weeks before your Facility opens,

you must provide us with a certificate of insurance showing that you have obtained all required insurance coverages, and you must provide us with updated certificates of insurance when policies are renewed. If you do not obtain the insurance coverages that we require we may, but are not obligated to, obtain insurance on your behalf. If we do this, you must reimburse our expenses plus a 10% administrative fee.

We estimate that your purchases from us or approved suppliers, or that must conform to our specifications, will represent approximately 50%-60% of your total purchases in establishing your Franchised Business, and approximately 20%-30% of your total purchases in the continuing operation of your Franchised Business.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Agreement*	Item in Disclosure Document
a.	Site selection and acquisition/lease	Sections 2A, 2B and 5A; Section 4 of the Area Development Agreement	Items 7 and 11
b.	Pre-opening purchases/leases	Sections 5A, 6A-6E	Items 6, 7 and 8
c.	Site development and other pre-opening requirements	Sections 5A and 5B; Sections 2 and 4 of the Area Development Agreement	Items 7, 8 and 11
d.	Initial and ongoing training	Sections 7A-7C and 7E; Section 6 of the Area Development Agreement	Items 6 and 11
e.	Opening	Sections 2C and 5A; Section 4 of the Area Development Agreement	Item 11
f.	Fees	Sections 9A-9D; Section 3 of the Area Development Agreement	Items 5, 6 and 7
g.	Compliance with standards and policies/Operations Manual	Sections 6A-6P; Sections 4 and 6A of the Area Development Agreement	Items 6, 7, 8, 11, 14 and 16
h.	Trademarks and proprietary information	Sections 3A-3E, 6J, and 6Q; Section 6B of the Area Development Agreement	Items 13 and 14
i.	Restrictions on products/services offered	Sections 2D, 2E, 6A-6C, 6E, 6K and 6L	Items 6, 7, 8, 11, and 16
j.	Warranty and customer	Section 6G, 6M	Items 6 and 8

	services requirements		
k.	Territorial development and sales quotas	Sections 2A, 2B, and 2D; Section 4 of the Area Development Agreement; Appendix B of the Area Development Agreement	Item 12
l.	Ongoing product/service purchases	Sections 6A-6E	Items 6, 7 and 8
m.	Maintenance, appearance and remodeling requirements	Sections 5C-5F	Items 8 and 11
n.	Insurance	Section 10C	Items 6, 7 and 8
o.	Advertising	Sections 8A-8H and 9D	Items 6, 7 and 11
p.	Indemnification	Section 10B	Not Applicable
q.	Owner's participation/ management/staffing	Sections 7A-7E;	Items 11 and 15
r.	Records/reports	Sections 9E, 9H and 9I	Item 11
s.	Inspections/audits	Sections 5A-5C, 6G and 9I	Items 6 and 11
t.	Transfer	Sections 11A-11H; Section 9 of the Area Development Agreement	Items 6 and 17
u.	Renewal	Section 4B	Items 6 and 17
v.	Post-termination obligations	Sections 14A-C; Sections 8A-G of the Area Development Agreement	Item 17
w.	Non-competition covenants	Section 10D	Item 17
x.	Dispute resolution	Section 12; Section 10N of the Area Development Agreement	Item 17
y.	Other	Not Applicable	Not Applicable

* Unless otherwise noted, Section references are to the Franchise Agreement.

ITEM 10
FINANCING

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

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Alloy Personal Training, LLC is not required to provide you with any assistance.

Pre-Opening Obligations

Area Development Agreement: Under the Area Development Agreement, we will grant to you rights to a Development Territory within which you will establish and operate an agreed-upon number of Facilities under separate Franchise Agreements. (Area Development Agreement – Section 2.A.)

Franchise Agreement: Before you open your Franchised Business, we will:

1. Consult with you on the location for your Franchised Business, which must be accepted by us. Your site must meet our criteria for population and/or median income in the surrounding area, size and cost of the facility that you select and other similar factors, including our business judgment. We may reject your proposed location in our sole discretion. Our acceptance only means that the site meets our minimum requirements for a Franchised Business (Franchise Agreement – Section 5.A).

2. Consult with you regarding the build-out for the interior of your Franchised Business or interior leasehold improvements and floor plan design. We will provide you with our specifications and requirements based on typical configurations for the layout of a Facility, including lists and specifications of approved fixtures, equipment and signs needed to outfit and furnish your Franchised Business in accordance with our uniform image and standards (Franchise Agreement – Section 5.B).

3. Lend you one copy of the Manual (Franchise Agreement – Section 6.H). We will provide the Manual electronically.

4. Train up to three people, the cost of which is included in your initial franchise fee (Franchise Agreement – Section 7.B). This training is described in detail later in this Item.

5. Provide one of our representatives to conduct on-site grand opening assistance and training at your Facility for up to three days. We will provide this opening assistance and training at our expense, but if you request additional days of on-site assistance you must reimburse our costs for the additional days, including our per diem fee for our representative and the additional out-of-pocket expenses our representative incurs. If you are opening your second or later Franchised Business, we reserve the right to reduce the duration of our representative's visit or to not provide opening assistance (Franchise Agreement – Section 7.B and 8.B).

Post-Opening Obligations

Area Development Agreement: Under the Area Development Agreement:

1. We will review the information regarding potential sites that you provide to us to determine whether the sites meet our standards and criteria for an Alloy Facility and, if the site meets our criteria, accept the site for a Facility. (Area Development Agreement – Section 4.B.)

2. We will provide you with standard specifications and layouts for building and furnishing the Facility. (Area Development Agreement – Section 4.B.)

3. We will review your site plan and final build-out plans and specifications for conformity to our standards and specifications. (Area Development Agreement – Section 4.B.)

Franchise Agreement: During the operation of your Franchised Business, we will:

1. Provide guidance and assistance in the operation of your Franchised Business. This guidance may be provided in the form of periodic in-person meetings and telephone or written communications and will cover topics such as products or services to be offered to customers; improvements and developments in your Franchised Business; administrative, bookkeeping, accounting and inventory control procedures; and operating problems encountered by you or other franchisees (Franchise Agreement – Article 7.B).

2. Maintain a Brand Development Fund (Franchise Agreement – Section 8.A), although we are not required to spend any amount for advertising your Designated Area or Development Territory under a Development Agreement (whether from the Brand Development Fund or otherwise).

3. Provide periodic refresher training. We may designate that attendance at a refresher training program is mandatory for your Operating Partner, General Manager and/or other personnel (Franchise Agreement – Section 7.C).

4. Conduct a meeting of our franchisees, which will not be held more frequently than annually. We may specify that attendance at a franchisee meeting is mandatory for your Operating Partner and your General Manager (Franchise Agreement – Section 7.E).

Site Selection

The Site Selection information included in this section apply to a site for your Franchised Business under a Franchise Agreement and each of the locations that you develop under your Development Agreement (as we will approve the location for future outlets using our then-current criteria, which may change over the years (the current criteria and process are noted below). Within 180 days after you sign the Franchise Agreement, you must locate a site for your Franchised Business, obtain our acceptance of the proposed site, and enter into a lease, sublease or purchase agreement for the approved site. You may engage with our preferred real estate vendors to assist you in the search of your Alloy site. You must submit to us the information and materials we may reasonably require to allow us to review the proposed site. We generally do not own the premises and lease it to you. The factors which we consider in accepting your location include the size and location of the premises, population in the immediate area and/or median household income, the lease terms for the premises, availability of parking and ease of access, types of businesses in close proximity to the premises, competition from similar businesses and other similar factors.

We will have 30 days after receiving all information we require concerning the proposed site to notify you whether the site is accepted or not. If we do not provide our specific acceptance

of a location within this 30 day period, the location is deemed not accepted. Our acceptance only indicates that the site meets our minimum criteria for a Facility. If you are unable to obtain possession of a suitable site for your Franchised Business by lease, sublease or purchase agreement within six months after you sign the Franchise Agreement, we may provide you with an extension of this timeframe or we may terminate your Franchise Agreement.

Opening

We estimate that approximately 10 to 12 months will elapse from the date you sign the Franchise Agreement to the opening of your Facility for business. Factors which may affect the time required to open the Facility include your ability to obtain building permits, zoning and local ordinances, weather conditions, shortages, or delayed installation of equipment, fixtures and signs. You may use our preferred vendor for pre-construction/construction management or for general contractors while designing and building your Facility. We do not provide assistance with equipment, signs, fixtures, opening inventory or supplies except by providing a list of approved suppliers and through our written brand design specifications. We do not deliver or install these items. Your Facility must be opened for business not later than six months after you sign a lease or 12 months after you sign the Franchise Agreement, whichever occurs first. If you are unable to open your Franchised Business within the required time period, we may terminate the Franchise Agreement upon 30 days' prior written notice to you, unless the Facility shall open for business according to the terms of the Franchise Agreement within this 30 day period. You may not open your Facility for business until we have approved it as being ready to open.

You may not open your Facility for business until: (1) you have complied with all requirements regarding site selection and construction of the Facility; (2) we determine that your Facility has been constructed, decorated, furnished, equipped and stocked with equipment, materials and supplies in accordance with plans and specifications we have approved; (3) the initial training program we provided has been completed to our satisfaction by all required persons; (4) the initial franchise fee and all other amounts due to us have been paid; (5) you have furnished us with all certificates of insurance required by the Franchise Agreement; (6) you have obtained all required governmental permits, licenses and authorizations necessary for the operation of your Franchised Business; (7) you are in full compliance with all the terms of the Franchise Agreement; and (8) you have 75 members who have joined during the pre-sale marketing campaign, including a signed membership agreement and a verified credit card on file.

If you are a multi-unit developer, you must sign your first Franchise Agreement at the same time you sign the Area Development Agreement. The typical length of time between the signing of the Franchise Agreement and the opening of your first Franchised Business is the same as for an individual franchisee. Each additional Franchised Business you develop must be opened according to the terms of your Minimum Performance Schedule.

Brand Development Fund

You must pay us a monthly Brand Development Fee equal to 2% of Gross Sales to be contributed to the Brand Development Fund ("Fund") for marketing, promotion brand development programs to promote the Alloy System. Facilities owned by us and our affiliates will

contribute to the Fund on the same basis as franchisees. We have the right to establish and administer the Fund. As stated in Item 8, we may contribute Allowances we receive from approved suppliers to the Fund. If we choose to do this, it does not reduce or eliminate your obligation to pay the Brand Development Fee. During our 2022 fiscal year, use of the Brand Development Fees was as follows:

Media	97%
Graphic Design	3%
Total	**100%**

The Fund will be used for regional or national advertising, publicity and promotion relating to our business. We will determine, in our fully unrestricted discretion, the manner in which the Fund will be spent. Some portion of the Fund may be used for creative concept production, marketing surveys, test marketing and related purposes. We have the right to direct all advertising activities with sole discretion over creative concepts, materials and media used, as well as their placement and allocation. We also have the right to determine the composition of all geographic and market areas for the implementation of these advertising and promotional activities, although we are no required to spend any specific amount in your Designated Area (as described in Item 12).

The Fund is intended to maximize general public recognition in all media, of the Proprietary Marks and patronage of Alloy Facilities and we have no obligation to make sure that expenditures of the Fund in or affecting any geographic area are proportionate or equivalent to payments of the Brand Development Fee by franchisees operating in that geographic area, or that any Facility will benefit directly or in proportion to the Brand Development Fees paid for the development of advertising and marketing materials or the placement of advertising. Your failure to derive this benefit will not serve as a basis for a reduction or elimination of your obligation to contribute to the Fund. We have no fiduciary obligation to you or any other Facility in connection with the establishment of the Fund or the collection, control or administration of Brand Development Fees. No amount of the Fund will be spent for advertising that is principally a solicitation for the sale of franchises.

Funds from the Brand Development Fees paid will be accounted for separately from our other funds. We have the right to reimburse ourselves out of the Fund for the total costs (including indirect costs such as salaries for our employees who devote time and effort to Fund related activities and overhead expenses) of developing, producing and distributing any advertising materials and collecting the Brand Development Fee. We may also use money from the Fund to subsidize the cost of presenting refresher training or a franchisee meeting.

Any sums paid to the Fund that are not spent in the year they are collected will be carried over to the following year. We will prepare, and furnish to you upon written request, an annual statement of funds collected and costs incurred. We are not required to have the Fund statement audited, but if we choose to have the Fund audited it will be at the Fund's expense.

We reserve the right to terminate the Fund at any time upon notice to you. If we terminate the Fund, any remaining money in the Fund will be used for advertising and promotion or returned

to contributors on a pro rata basis. If we terminate the Fund we may reinstate it at any time, and any reinstated Fund will be maintained as described above.

Local Marketing

You must spend a monthly minimum of 5% of Gross Sales to conduct local marketing and promotion in your Designated Territory in accordance with the Manual, unless your Facility has 130 or more active members. Within 30 days of our request, you shall provide us with verification of the local marketing you conduct, including reports and receipts evidencing the placement of ads or verification copies of advertising. If you have 130 or more active members, we still recommend that you spend 2.5% on your membership retention efforts.

We may provide you with pre-approved marketing templates that you can have personalized for your Facility. Any marketing that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding 12 month period must be submitted to us for our review not later than 10 days before you intend to use it. Unless we provide our specific disapproval of the proposed materials, the materials are deemed approved. Any materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials. At our request, you must include certain language in your local marketing materials, including "Franchises Available" and our website address and other contact information we may specify.

Pre-sale and Grand Opening Marketing

You must spend no less than $30,000 to conduct a pre-sale marketing campaign and grand opening celebrations during the 60-90 day period prior to opening and during the first 90 days after your Franchised Business opens or until you reach membership enrollment capacity. You must follow the protocol in the Pre-sale Playbook to conduct the pre-sale marketing campaign and for your grand opening festivities. We will run your digital marketing ads during and after pre-sale at your expense, until you reach full capacity. We estimate that approximately 50% of your required spend will be for digital marketing.

Prior to opening, you must have 75 members who have joined your Facility during your pre-sale marketing campaign, with the member having a signed membership agreement and a verified credit card on file. You can appoint your marketing director to conduct this direct sales activity. You also have the option to engage our pre-sale member assistance specialist at $3,000 per month (typical length of time is one to two months, so the total is $3,000-$6,000). If your appointed marketing director is not closing at 10% of your member leads after two months, we may require use our specialist for one to two months at $3,000 per month.

Local or Regional Advertising Groups/Cooperative Marketing

We may designate any geographic area in which two or more Facilities are located as a region for purposes of establishing a local or regional adverting group or marketing cooperative ("Advertising Group" or "Cooperative"). The members of any Advertising Group or Cooperative for any area will consist of all Alloy Facilities, whether operated by us, our affiliates or our

franchisees. We have the right to dissolve, merge or change the structure of the Groups or Cooperatives.

We reserve the right to form Advertising Groups based on specific criteria determined by us for designated marketing areas. We have the right to establish how Advertising Groups operate. If an Advertising Group is established in your market, you will be designated to be a member of that Advertising Group. We will determine the amount of member contribution. Your contribution will count towards any required minimum local marketing spending. All promotional and advertising materials proposed to be used by an Advertising Group must be approved by us prior to use.

A Cooperative will be a more formal entity, organized for the exclusive purposes of administering marketing programs and developing promotional materials for use by the members, subject to our approval as described above. If a Cooperative has been established for a geographic area where your Facility is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must become a member of the Cooperative. If the Cooperative will operate according to written documents, we must approve of these documents, and a copy of the Cooperative documents applicable to the geographic area in which your Facility will be located will be provided to you if you request it. You will not have to participate in more than one Cooperative.

The payments you make to a Cooperative may be applied by you toward satisfaction of your local marketing requirement. If the amount you contribute to a Cooperative is less than your local advertising requirement, you must still spend the difference locally. By vote of the members, the members will determine the amount that each member must contribute to the Cooperative, but the amount you must contribute will not be more than 1% of Gross Sales, unless the members of the Cooperative vote to exceed that amount. All contributions to the Cooperative will be maintained and administered in accordance with the documents governing the Cooperative, if any. The Cooperative will be operated solely as a conduit for the collection and expenditure of the Cooperative fees for the purposes outlined above. No marketing or promotional plans or materials may be used by the Cooperative or furnished to its members without first obtaining our approval, as described above under "Local Marketing". Currently there are no Cooperatives in the System. The Cooperative is not required to prepare an annual financial statement.

Each Cooperative member, including us or our affiliates, will have one vote on all Cooperative matters, but no franchisee (or commonly controlled group of franchisees) will have greater than 25% of the total vote.

Advisory Council

There are presently no advisory councils composed of franchisees and/or our representatives, but there may be these councils in the future. If we decide to form an advisory council, it will include our representatives and franchisee representatives. We will select the franchisee members of the council based, in part, on their length of time in the System and the performance of their Franchised Businesses. If formed, we reserve the right to merge, change or dissolve the council in our sole discretion. The council will be advisory only and will not have

decision making authority. If you participate on an advisory council, you must pay all expenses you incur related to your participation, such as travel and living expenses related to council meetings. We may also charge dues for all representatives on an advisory council. We shall have the right to remove council members in our discretion. We do not anticipate establishing an advisory council until there are at least 25 open franchisees in our System.

Website, Intranet and Social Media

We alone may establish, maintain, modify or discontinue all internet, world wide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators ("URLs") and, if we do, we may design and provide for the benefit of your Facility a "click-through" subpage at our website for the promotion of your Facility. If we establish one or more websites or other modes of electronic commerce and if we provide a "click-through" subpage at the website(s) for the promotion of your Facility, you must routinely provide us with updated copy, photographs and news stories about your Facility suitable for posting on your "click-through" subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click-through" subpage.

Any websites or other modes of electronic commerce that we establish or maintain, including the Alloy App or any app we create for the public, may – in addition to advertising and promoting the products, programs or services available at Alloy Facilities – also be devoted in part to offering Alloy franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, System discussion forums and System-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Franchised Business; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "Alloy" name or any name confusingly similar to the Marks.

You are not permitted to promote your Franchised Business or use any of the Marks in any manner on any social or networking websites, such as Facebook, Instagram, LinkedIn or Twitter, without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in the operation of your Franchised Business, including prohibitions on you and your employees posting or blogging comments about the Franchised Business or the System, other than on a website established and authorized by us ("social media" includes personal blogs, common social networks like Facebook, Instagram and Snapchat, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click-through" subpage.

Initial Training Program

Approximate 90 days before your Franchised Business is scheduled to open, we will provide a mandatory series of virtual training sessions and a mandatory 5-day training program in the operation of your Franchised Business for up to three trainees, including you or your Operating Partner, your General Manager/Head Trainer, and one Trainer. In addition, approximately 1-2 weeks prior to grand opening, we will provide additional technical training to all coaches at your facility. All franchisees and their Operating Partners must attend and satisfactorily complete our training programs. If you wish to send additional trainees to our initial 5-day training program, you must pay our then-current training fee. The cost of providing our initial 5-day training program to the first three trainees (including you) is included in the initial franchise fee, but you must pay all expenses you and your trainees incur while attending our initial 5-day training program, including travel, lodging, meals and applicable wages. We may provide our training program to multiple franchisees and their trainees at the same session.

Initial 5-day training will be provided at our affiliate's Facility in Roswell, Georgia, or at another location we designate. We anticipate that our training program will each last for 5 days. If any trainee fails to complete the training program to our satisfaction, we will give that trainee the opportunity to re-take the training program, or you may designate a new Operating Partner, General Manager/Head Trainer or Trainer to re-take the training program. We reserve the right to require you to pay our then-current training fee for any trainee re-taking our training program. If any trainee fails to complete the training program a second time, we may choose to terminate the Franchise Agreement without providing you a refund of any portion of the initial franchise fee.

The instructional materials we use in our training program include our Manual, handouts, Alloy App, and any other materials that we believe will be beneficial in the training process. Typically, training is held the second week of each calendar month. We may adjust our training schedule based on the individual needs or experience of any trainee. We offer the following training program:

TRAINING PROGRAM			
Column 1 **Subject**	**Column 2** **Hours of Classroom Training**	**Column 3** **Hours of On-the-Job Training**	**Column 4** **Location**
Pre-sale marketing	6	0	Alloy Headquarters, Roswell, GA/Phone Conference

TRAINING PROGRAM			
Column 1 **Subject**	**Column 2** **Hours of Classroom Training**	**Column 3** **Hours of On-the-Job Training**	**Column 4** **Location**
Human Resources	2	0	Alloy Headquarters, Roswell, GA
Intro-Brand ID and history/Responsibilities	1	0	Alloy Headquarters, Roswell, GA
Marketing	3	8	Alloy Headquarters, Roswell, GA/ Designated Alloy Training Studio
Pricing/Inquiries	.75	0	Alloy Headquarters, Roswell, GA
Sales	3.25	0	Alloy Headquarters, Roswell, GA
Customer Service/Retention	2	0	Alloy Headquarters, Roswell, GA
Daily Operations	1	8	Alloy Headquarters, Roswell, GA/Designated Alloy Training Studio
Technical	20.5	0	Alloy Headquarters, Roswell, GA
Program Design	2	0	Alloy Headquarters, Roswell, GA
Practice/Shadowing	4	8	Alloy Mothership, Roswell, GA/Designated Alloy Training Studio
Software Training/Reports	9	0	Alloy Headquarters, Roswell, GA /Phone Conference
Testing for CEU Cert	2	0	Alloy Headquarters, Roswell, GA /Designated Alloy Training Studio

TRAINING PROGRAM			
Column 1 **Subject**	**Column 2** **Hours of Classroom Training**	**Column 3** **Hours of On-the-Job Training**	**Column 4** **Location**
EOS Training	7	0	Alloy Headquarters Roswell, GA/online

Our training is overseen by Matt Helland. We may use our affiliate's employees to assist in providing certain portions of our training program, all of whom will have at least 2 years of experience with our affiliate or in the industry. Mr. Helland has more than 5 years of experience relevant to the subject taught, and at least 5 years of experience with us or our affiliate. The training is conducted using specified lectures, presentations, our manuals and other supplemental materials.

In addition to our training program, we will provide one of our representatives to conduct on-site opening assistance and training at your Facility for up to three days. We will provide this opening assistance and training at our expense, but if you request additional days of on-site assistance you must reimburse our costs for the additional days, including our per diem fee for our representative and the additional out-of-pocket expenses our representative incurs. If you are opening your second or later Franchised Business, we reserve the right to reduce the duration of our representative's visit or to not provide opening assistance.

At your request or if we determine it is necessary, and subject to the availability of our representatives, we will provide you with additional assistance and/or training on-site at your Facility. You must pay our then-current per diem fee for each representative we send to you, and you must reimburse each representative's expenses, including travel, lodging and meals.

We expect to provide refresher training programs at least annually, and we may designate that attendance at a refresher training program is mandatory for your Operating Partner, General Manager, and/or other personnel. We do not anticipate charging a fee for refresher training, but you must pay all expenses your trainees incur while attending refresher training, including travel, lodging, meals and wages. We expect that refresher training will not exceed five days in any calendar year.

We reserve the right to hold a meeting or convention of our franchisees, which may be held on a regional or national basis. We may specify that attendance at any franchisee meeting is mandatory for your Operating Partner and General Manager unless the absence is excused by us. We may use a franchisee meeting to discuss new products or services, to discuss concerns with our franchisees, and/or to provide additional training. We will determine the location of the franchisee meeting, but we will not designate an unreasonably expensive location. You must pay our then-current, per person fee for each of your attendees at the franchisee meeting, and you must pay all expenses that you and your attendees incur, including travel, lodging, meals and applicable wages. We do not anticipate that a franchisee meeting will last more than three days in any year.

Table of Contents of Confidential Operations Manual

The Table of Contents for our Manual is attached to this Disclosure Document as Exhibit F. The Manual includes approximately 400 pages. We may provide the Manual electronically through an online platform.

Computer System

You must purchase or lease the computer system, including the online software bundle that we designate, for your Facility. Our specific requirements for your computer system will be included in the Manual. We expect that the initial cost of your computer system will be between $2,150-3,000. Your computer system will provide you with the following functions: membership database, scheduling, sales tracking, reporting, credit card processing, payroll management, inventory management, and on-line appointment booking, lead management, rewards/redemption program, the Alloy app and accounting/bookkeeping. We may require you to purchase the computer system from the approved supplier we designate. Your computer system will include a desktop or laptop computer and 2 iPad tablets as a minimum requirement.

We recommend, but do not require, that you have a maintenance contract for your computer system. You must at all times have a high-speed internet connection for your computer system, and we may designate the type of high-speed connection you must have. We will have independent access to the data stored through your CRM account, and we will have the ability to download information relating to the Franchised Business, including your client database and sales information through the CRM software. We may, in our discretion, have separate independent access to your computer system. Because we own the relationship with the CRM software and provide you access to the software, your customer database will be our property and you may not keep a copy of the customer database after your Franchise Agreement expires or is terminated. We estimate that the current cost to subscribe to the required software bundle will be $215.00 per week.

We may, during the term of your Franchise Agreement, require you to update and/or upgrade your computer system. There are no contractual limitations on our access to your data or on our right to request that you obtain these updates and/or upgrades, nor are there any limitations on the cost of these updates and/or upgrades. Neither we nor our affiliates will provide you with any maintenance, updates or upgrades for your computer system, but we or our affiliate will provide updates to the Alloy App. The estimated annual cost of maintenance, updating, upgrading or support contracts for the computer system can range from $600 to $1,200 per year.

You must comply with all of our requirements related to the Alloy App and you shall sign any agreements we require related to the Alloy App, such as an end user license agreement, although there is no separate agreement in use as of the date of this Disclosure Document. You are strictly prohibited from modifying, reproducing, duplicating or reverse engineering the Alloy App in any manner.

ITEM 12
TERRITORY

Franchise Agreement

The Franchise Agreement grants you the right to operate your Franchised Business only at the location we approve ("Authorized Location"). You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control. However, we will grant you a protected area, which will be described in an exhibit to your Franchise Agreement ("Designated Area"). If your Designated Area is located in a suburban area, your Designated Area will include a population of 30,000 to 35,000 people, which for most suburban areas will cover a radius of approximately 2 miles from the Authorized Location (taking into account any geographic factors like rivers or other similar natural boundaries). We reserve the right to create a more limited Designated Area for Facilities located in densely populated areas. Your Designated Area may be described in terms of street boundaries or may be drawn on a map to be attached to your Franchise Agreement. We (and any affiliates) will not establish, nor allow another franchise owner to establish, another Franchised Business located within your Designated Area, although in certain instances there may be overlap of Designated Area boundaries of two franchisees. We do not anticipate permitting franchisees to establish Facilities at captive market locations, such as a shopping mall, office building, or similar location. There are no circumstances under which we can modify the boundaries of your Designated Area during the term of your Franchise Agreement.

You must achieve a minimum level of Gross Sales annually to retain your territorial rights, as follows:

Year	Minimum Annual Gross Sales
1	Waived
2 (and for the remainder of the initial term of the Franchise Agreement.)	$240,000

We reserve the right, based on an individual franchisee's circumstances, to reduce or modify the minimum annual Gross Sales that franchisee must achieve. If we do this, we are not required to grant you a similar modification.

If you fail to achieve the minimum annual Gross Sales a first time, you must receive additional on-site training and assistance from one of our representatives, at your expense (including payment of our then-current per diem fee plus reimbursement of our representative's expenses). If you fail to achieve the minimum annual Gross Sales a second time, we may again require you to receive additional on-site training and assistance. If you fail to achieve the minimum annual Gross Sales a third time, we may terminate your Franchise Agreement without giving you the opportunity to cure the default. You must pay any shortfall of royalty fees for each failure to achieve the minimum annual Gross Sales.

During the term of the Franchise Agreement, we (and any affiliates that we periodically might have) have the right:

(1) to establish and operate, and grant rights to other franchise owners to establish and operate, Facilities or similar businesses at any locations outside your Designated Territory and on any terms and conditions we deem appropriate;

(2) merge with, acquire or become associated with ("Merger/Acquisition Activity") any businesses or facilities of any kind (including those in competition with ALLOY) under other systems and/or marks, which businesses and facilities may convert to or operate under the Marks and may offer or sell training services or related products that are the same as or similar to the services or products offered at or from the Franchised Business, and which may be located anywhere;

(3) to engage in any other business activities not expressly prohibited by the Franchise Agreement, both within and outside your Designated Territory, and

(4) to develop or franchise Special Site locations, which by their nature are unique and separate in character from sites generally developed as ALLOY facilities ("Special Sites"), and include, but are not limited to the following locations regardless of their location and their proximity to your Facility: (i) military bases; (ii) public transportation facilities (including airports); (iii) business or industry locations (e.g. manufacturing site, office building), or sports facilities; (iv) student unions or other similar buildings on college or university campuses; (v) malls or enclosed shopping centers; and (vi) community and special events.

You may relocate your Franchised Business within your Designated Territory only with our prior written approval and payment of our relocation fee. Our approval will be based upon many factors, including the viability of the then-current location and demographics. Our approval will not be unreasonably withheld. This approval should not be interpreted as an assurance or guaranty that the new site will be successful.

We do not restrict the customers you may serve, as you may sell products and services to customers who live anywhere but who choose to use your Facility. We, however, may place restrictions on your promotional activities, whether directly or indirectly, through or on the internet, the world wide web, or any other similar proprietary or common carrier electronic delivery system; through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. While you may place advertisements in printed media, online (Internet) and on television and radio that are targeted to customers and prospective customers located within your Designated Territory, and you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of online (Internet), television and radio, are viewed by prospective customers outside of your Designated Territory, you may not directly solicit customers outside of your Designated Territory. You have no options, rights of first refusal, or similar rights to acquire additional franchises. You may not sell products to any business or other customer at wholesale.

We and our affiliates may sell products or offer services under the Proprietary Marks within and outside your Designated Territory through any method of distribution other than a dedicated Alloy Facility, including sales or web-based fitness instruction through channels of distribution such as the internet, catalog sales, telemarketing or other direct marketing sales (together, "alternative distribution channels"). You may not use alternative distribution channels to make sales outside or inside your Designated Territory and you will not receive any compensation for our sales through alternative distribution channels. We or one of our affiliates will fulfill all orders for merchandise placed through our website, and you will have no right to the revenue from these orders, even if the order originated from or was delivered to an address in your Designated Territory.

We have not established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do within and outside of your Designated Territory.

Except for any other franchise program that we may develop in the future, neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned businesses which provide similar products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent.

Area Development Agreement

If you enter into an Area Development Agreement, you will receive a Development Territory within which you will have certain rights to develop multiple Alloy Facilities. Although you will receive a Development Territory with certain protected rights to develop multiply Alloy Facilities, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control. The size of the Development Territory will depend on the number of Facilities you commit to develop, and may be described in terms of contiguous zip codes, street or county boundaries, or other similar methods, and may be depicted on a map. If you meet the Minimum Performance Schedule, comply with all other provisions described in the Area Development Agreement and otherwise comply with the provisions of each related Franchise Agreement, we will not establish or license others to establish a Facility within the Development Territory assigned to you. You maintain your rights to your Development Territory even if the population increases.

We will grant you a Development Territory as described above, which will be set forth in an exhibit to your Area Development Agreement. Except as expressly limited by the Area Development Agreement, we and our affiliates retain all rights with respect to Facilities, the Marks, and any products and services anywhere in the world including the right: (a) to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Facilities and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described above, both within and outside your Development Territory, and under any terms and conditions we deem appropriate; (b) to operate and to grant others the right to operate Facilities located outside the Development Territory under any terms and

conditions we deem appropriate and regardless of proximity to your Facilities; and (c) the right to acquire and operate a business operating one or more fitness businesses located or operating in your Development Territory, except that these businesses will not operate using the Proprietary Marks.

To maintain your rights under the Area Development Agreement you must have open and in operation the cumulative number of Facilities stated on the Minimum Performance Schedule by the dates agreed upon in the Minimum Performance Schedule. Failure to do so will be grounds for either a loss of territorial exclusivity or a termination of the Area Development Agreement. We will approve the site for each Facility that you develop under the Area Development Agreement as set forth in the Franchise Agreement for each Facility. Below is a sample Minimum Performance Schedule for an Area Development Agreement for three Facilities.

Facility Number	Date by Which Franchise Agreement Must be Signed	Date by Which the Facility Must be Opened and Continuously Operating for Business in the Territory	Cumulative number of Facilities Required to be Open and Continuously Operating for Business in the Development Territory as of the Date in Preceding Column
1	Effective Date of the Agreement	Within 1 year of the Effective Date of the Agreement	1
2	Within 6-9 months after the Effective Date of the Agreement.	Within 1 year of Signing Franchise Agreement 2	2
3	Within 6 months after the grand opening of Facility 2	Within 3 years of the Effective Date of this Agreement	3

In addition, when you have signed a lease for the last Facility to be developed within the Development Territory, your exclusive rights under the Area Development Agreement with respect to the Development Territory will have expired and we and our affiliates will have the right to operate and to grant to others development rights and franchises to develop and operate Facilities within the Development Territory. This right will be subject only to the territorial rights under your franchise agreements for Facilities in the Development Territory. The Development Territory may not be altered unless we and you mutually agree to do so. It will not be affected by your sales volume. You are not granted any other option, right of first refusal or similar right to acquire additional Facilities in your Development Territory under the Area Development Agreement, except as described above.

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and indicia of origin designated by us. These Marks may

be used only in the manner we authorize and only for the operation of your Franchised Business. The Area Development Agreement does not grant you the right to use the Marks.

You may not use the Marks as a part of your corporate or other legal name, and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations. You must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our ownership of or our rights in and to the Marks.

Our affiliate APTS has registered for following Proprietary Marks on the Principal Register with the United States Patent and Trademark Office ("USPTO"):

Mark	Registration Date	Registration Number
Alloy	4/14/2015	4,721,296
Alloy	4/14/2015	4,721,297
Alloy	4/14/2015	4,721,298
Alloy	4/14/2015	4,721,299
Alloy (logo)	3/24/2020	6,018,193

There are no currently effective determinations of the USPTO, Trademark Trial and Appeal Board, the Trademark Administrator of this state or any court, nor is there any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Proprietary Marks which may be relevant to their use in any state.

There are no agreements currently in effect which limit our right to use or to franchise others to use the Proprietary Marks, except for (a) the Trademark License Agreement between us and APTS dated August 1, 2019, and (b) a Trademark Coexistence Agreement between APTS and POSAB, LLC:

(i) The Trademark License Agreement between us and APTS is a perpetual, non-cancelable license agreement. APTS intends to file all affidavits and to renew its registrations for the Marks when they become due;

(ii) The Trademark Coexistence Agreement between APTS and POSAB, LLC ("Trademark Coexistence Agreement") relates to certain Alloy trademarks that POSAB, LLC owns for certain women's clothing and accessories. Given the disparate channels of trade, different targeted consumers and dissimilar focus of the parties' products and services, the Trademark Coexistence Agreement provides that (i) POSAB, LLC agreed that their women's clothing and accessories could be offered and sold through online, catalogs and other channels of trade, but not to market and sell its products at any athletic or fitness gyms, and (ii) APTS agreed that men's, women's and unisex athletic apparel with APTS Alloy mark can be used in or Facilities but not outside of the Facilities.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to franchise others to use, or your right to use, the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We may defend you against any third-party claim, suit or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with your Franchise Agreement, the cost of the defense, including the cost of any judgment or settlement, will be borne by us. If we determine that you have not used the Proprietary Marks in accordance with your Franchise Agreement, the cost of the defense, including the cost of any judgment or settlement, will be yours. In the event of any litigation relating to your use of the Proprietary Marks, you must sign any and all documents and do the acts as may, in our opinion, be necessary to carry out the defense or prosecution, including becoming a nominal party to any legal action. Except if this litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of your Franchise Agreement, we will reimburse you for your out-of-pocket costs in doing these acts.

There are no infringing uses actually known to us that could materially affect your use of the Proprietary Marks in any state.

We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating under the Proprietary Marks, at our sole discretion. You must implement any changed or substituted Proprietary Mark at your own expense and with no right to object to the change.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights: We do not have an ownership interest in any patents or registered copyrights that are material to the franchise.

Confidential Operations Manual: You do not receive the right to use an item covered by a copyright, but you can use the proprietary and confidential information that is in our Manual. The Manual is described in Item 11 and below. Although we have not filed an application for a copyright registration for the Manual, we claim a copyright and the information in it is proprietary and confidential. You must promptly tell us when you learn about unauthorized use of this proprietary and confidential information. We are not obligated to take any action, but will respond to this information as we think appropriate.

You must operate your Franchised Business according to the standards, methods, policies and procedures specified in the Manual. One copy of the Manual is loaned to you by us for the term of your Agreement after you and your staff complete our initial training program to our satisfaction. We reserve the right to provide the Manual electronically. We will provide access to the Manual to your employees we have approved. Some of your employees will have access to limited sections of the Manual on a need-to-know basis.

You must treat the Manual, any other of our manuals which are used in the operation of your Franchised Business, and the information in them as confidential, and must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise give them to any unauthorized person. The Manual will remain our sole property and must be kept in a secure place at the Franchised Business.

We may revise the contents of the Manual, and you must comply with each new or changed standard. In the event of any dispute as to the contents of the Manual, the terms of the master copy maintained by us at our home office will be controlling.

Confidential Information: You must not, during the term of your Agreement or after the term of your Agreement, communicate, divulge or use for the benefit of any other person, partnership, association, or corporation any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business which may be communicated to you or which you may learn because of your operation under the terms of your Agreement. Confidential information includes System standards, market research, advertising and promotional campaigns, approved suppliers, operating results of Facilities, the terms of your Agreement with us, the Manual, graphic designs and other intellectual property, and your client/member database. You may divulge this confidential information only to those of your employees who must have access to it to operate your Facility. Any and all information, knowledge, know-how, techniques and other data which we designate as confidential will be deemed confidential for purposes of your Agreement.

At our request, you must have your Operating Partner, General Manager, and any personnel having access to any of our confidential information sign agreements that say that they will maintain the confidentiality of information they receive in connection with their employment by you at your Franchised Business. The agreements must be in a form satisfactory to us, including specific identification of us as a third-party beneficiary of the covenants with the independent right to enforce them and that they prohibit any direct or indirect ownership in a competing business.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You or your majority owner, or if there is no majority interest owned by one person, the owner appointed by you and approved by us (the "Operating Partner"), will be our primary contact for your Franchised Business, and we may communicate with and rely on the decisions made by your Operating Partner. If the franchisee is an entity, all owners of that entity must sign a personal guarantee in a form we approve (current form is attached to the Franchise Agreement. A spouse is not required to sign a personal guarantee unless the spouse is an owner of the entity.

Your Operating Partner may also act as your General Manager. Your General Manager (if the General Manager is a separate individual from the Operating Partner) must participate full-time in the Franchised Business if the Operating Partner does not. We do not require that your General Manager have an ownership interest in you or the Franchised Business. Your General Manager will act as the head trainer for your Facility.

In addition to requiring your Operating Partner and General Manager to complete our initial training program to our satisfaction, your Operating Partner and General Manager, along with any other personnel we designate (such as your trainers), must maintain the confidentiality of the Manual and all other confidential information that we provide you or allow you to access. We may require you to obtain confidentiality and non-competition covenants from individuals who serve in a key managerial role and have access to our confidential information, and we will be a third-party beneficiary of these covenants with the independent right to enforce their terms, although we do not require or encourage you to have hourly employees sign covenants not to compete, as those employment decisions are your decisions.

If your Operating Partner or General Manager is terminated or leaves his/her employment with you, you must designate a replacement for that person within 30 days after the employment of the previous employee ends. The replacement must be trained to our satisfaction as soon as practicable after hiring, which may require sending the replacement to our training program at your expense.

You must operate the Franchised Business in strict conformity with all applicable federal, state and local laws, ordinances and regulations. These laws, ordinances and regulations vary from jurisdiction to jurisdiction and may be implemented or interpreted in a different manner. You must learn of the existence and requirements of all laws, ordinances and regulations applicable to the Franchised Business and you must adhere to them and to the then-current implementation or interpretation of them. If applicable law requires some or all of your personnel to have and maintain any individual licenses or certifications for in order to perform their duties at your Facility, you must make sure that those licenses are obtained and maintained.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Franchised Business solely for the operation of your Alloy Facility. You must keep your Franchised Business open and in normal operation for the minimum hours and days as we specify, subject to applicable law and/or the terms of your lease. You must not use or permit the use of the Franchised Business for any other purpose or activity at any time without first obtaining our written consent. You must operate the Franchised Business in strict conformity with the methods, standards and specifications we may require in the Manual or in writing. You must not change the standards, specifications and procedures without our prior written consent.

You must sell or offer for sale only those products and services that we have approved for sale in writing; you must sell or offer for sale all types of products and services specified by us; you should not change our standards and specifications without our prior written consent; and you must stop selling and offering for sale any products or services which we may, in our discretion, disapprove in writing at any time. We have the right to change the types of authorized goods and services and there are no limits on our right to make changes.

You generally have the right to establish prices for the training services and related services and products you offer and sell at your Franchised Business. We may, from time to time, suggest prices for the training services and related services and products you offer and sell. We do,

however, have the right to modify the System to give us the right to establish prices for such training services and related services and products, both minimum and maximum. Any such modification will be in writing. Unless we so modify the System, any list or schedule of prices we furnish to you is a recommendation only.

The System may be supplemented, improved or modified periodically by us. You must comply with all of our reasonable requirements in that regard, including offering and selling new or different products or services as specified by us.

You must participate in any membership reciprocity, gift card or loyalty card program we establish.

You are restricted by the Franchise Agreement, the Manual and any other practice or custom with respect to the goods or services which you may offer, which must be approved by us. You are not restricted as to the customers whom you may solicit or service, except that you may not directly solicit customers outside of your Designated Territory.

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 Agreement*	Summary
a.	Length of the term of the franchise	Section 4A	Term is 10 years.
		Sections 2 and 4 and Appendix B to the Area Development Agreement	Term depends on the number of Facilities to be developed under the Area Development Agreement as specifically set forth in Appendix B.
b.	Renewal or extension of the term	Section 4B	Option for one 10 year renewal.
			No renewal or successor agreement rights under the Area Development Agreement.
c.	Requirements for you to renew or extend	Section 4B	You give us written notice of your decision to renew at least 6 months but not more than 12 months before the end of the expiring term; you sign our then current form of franchise agreement; you have complied with the remodeling and modernization requirements for your Facility; you are not in default and have satisfied your obligations on a timely basis; if leasing and are not subject to relocation, you have written proof of

	Provision	Section in Agreement*	Summary
			your ability to remain in possession of the Facility premises throughout the renewal term; you comply with our training requirements; you pay us, at least 30 days prior to the end of the expiring term, a $5,000 renewal fee; and you and your owners sign a release. If you are approved for a successor agreement at the expiration of the initial term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
d.	Termination by you	Section 13C	You may terminate the Franchise Agreement only for a material breach by us, provided you give us written notice of the breach and allow 30 days to cure such breach, However, if the breach cannot reasonably be cured within 30 days, you have the right to terminate this Agreement if, after our receipt of a written notice from you, we do not within 30 days undertake and continue efforts to cure the breach until completion. You do not have the right to terminate the Area Development Agreement.
e.	Termination by us without cause	Not Applicable	Not Applicable.
f.	Termination by us with cause	Sections 13A and 13B Section 7B of the Area Development Agreement	We can terminate the Franchise Agreement and Area Development Agreement only if you default or fail to comply with your obligations. Termination of a Franchise Agreement can result in termination of the Area Development Agreement.
g.	"Cause" defined - defaults which can be cured	Sections 13A and 13B Section 7B of the Area Development Agreement	You have 10 days to cure the non-submission of reports and non-payment of amounts due and owing; and 30 days to cure defaults for the failure to abide by our standards and requirements in connection with the operation of your business, or failure to meet any requirements or specifications established by us, and any other default not listed in (h) below. Area Development Agreement: You have 30 days to cure defaults not listed in (h) below.
h.	"Cause" defined – defaults which cannot be cured	Sections 2A, 5A, 5D, 13A, 13B and 15P	Non-curable defaults include: any material misrepresentation or omission in your application for a franchise, abandonment; loss of lease, the failure to

	Provision	Section in Agreement*	Summary
			timely cure a default under the lease, the loss of your right of possession or failure to relocate; the closing of the Facility by the authorities for health or public safety reasons, unauthorized use of confidential information, voluntary or involuntary bankruptcy by or against you or any Principal Owner or guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors, defaults that materially impair the goodwill associated with any of the Marks, felony or criminal convictions (or plea of no contest), infringement of Marks, intentionally understating or underreporting Gross Sales, royalties or other fees or 3% variance on two audits within a 3-year period; failure to locate a site for your Facility within 180 days of date of the Franchise Agreement, failure to open the Facility within 365 days of date of Franchise Agreement, failure to successfully complete our initial training program, unapproved assignments or transfers, multiple defaults, or failure to cure within 24 hours of notice a default which violates any health, safety or sanitation law or regulation or any system standard as to food handling, cleanliness, health or sanitation.
		Section 4C, 7B and 10 of the Area Development Agreement	Area Development Agreement: You become insolvent; a receiver of your property is appointed; you make an assignment for the benefit of creditors; a final judgment remains unsatisfied for 30 days or longer (unless supersedeas is filed); execution is levied against your property; foreclosure suit is filed and not dismissed within 30 days; you fail to meet the development schedule; you violate an employee non-solicitation covenant; or we provide notice of termination under a Franchise Agreement. Termination of a Franchise Agreement can result in termination of the Area Development Agreement.

	Provision	Section in Agreement*	Summary
i.	Your obligations on termination/non-renewal	Section 14A-14C Sections 8A-8G of the Area Development Agreement	Obligations include complete de-identification of the Outlet and payment of amounts due, assignment of lease and telephone numbers upon our demand, return of Operations Manual and Confidential Information, proprietary materials and related writings, right to purchase assets of the Facility (also see (o) and (r) below). Area Development Agreement: You lose all remaining rights to develop Outlets. Other obligations include those obligations noted above if existing Franchise Agreements also are terminated. We also may have the right to purchase assets of the Outlets (see (o) below).
j.	Assignment of contract by Us	Section 11H Section 9A of the Area Development Agreement	No restriction on our right to assign.
k.	"Transfer" by you – defined	Section 11A Section 9B of the Area Development Agreement	Includes any transfer of your interest in the Franchise Agreement or in the business or any ownership change listed in Section 11A of the Franchise Agreement and Section 9B of the Area Development Agreement.
l.	Our approval of transfer by you	Section 11B Section 9B of the Area Development Agreement	We have the right to approve all transfers but will not unreasonably withhold approval; provided that all conditions to transfer have been satisfied.
m.	Conditions for our approval of transfer	Sections 11B-11D	Transferee meets all of our then-current requirements for new franchisees, transfer fee paid, all amounts owed by prior franchisee paid, required modernization/upgrade is completed (within 90 days of transfer), training completed, transferee executes then-current form of franchise agreement (modified to reflect that agreement relates to a transfer), required guarantees signed, necessary financial reports and other data on franchise business is prepared, release signed by you and your owners, full compliance of your obligations under all Franchise Agreements executed between you and us, and other conditions that we may reasonably require from time to time as part of our transfer policies (also see (r) below); provided that certain transfer conditions do not apply to transfers to

	Provision	Section in Agreement*	Summary
			immediate family members or among owners. Section 9B of the Area Development Agreement You cannot transfer rights under the Area Development Agreement unless you transfer all of your rights and interests under all Franchise Agreements.
n.	Our right of first refusal to acquire your business	Section 11F	We can match any offer for your Facility assets and, in the case of a proposed stock sale, we can purchase your Facility assets at a price determined by an appraiser, unless you and we agree otherwise.
o.	Our option to purchase your business	Section 14B	Upon termination, we have the right (but not the obligation) to purchase or designate a third party that will purchase all or any portion of the assets of your Outlet, including the land (provided that, in the event of expiration of Franchise Agreement, you may choose to lease the land to us), building, equipment, fixtures, signs, furnishings, supplies, leasehold improvements, and inventory. Qualified appraiser(s) will determine price as set forth in the Franchise Agreement.
p.	Your death or disability	Section 11E	You can transfer your franchise rights to your heir or successor in interest like any other transfer, provided the person satisfies our training requirements and other transfer conditions, but if assignee is your spouse or child, no transfer fee is required but you will be required to reimburse our costs (not to exceed $3000).
q.	Non-competition covenants during the term of the franchise	Section 10D	No direct or indirect involvement in the operation of facility or business which includes offering personal training services in a one-on-one or group setting other than the one authorized in the Franchise Agreement.
r.	Non-competition covenants after the franchise is terminated or expires	Section 10D	No direct or indirect involvement for 2 years in any facility or business which includes offering personal training services in a one-on-one or group setting (i) at the premises of the former Facility, (ii) within a 15-mile radius of the former Facility, or (iii) within 15 miles of any other business or Facility using the System.
s.	Modification of the Agreement	Section 15B Section 10C of the Area Development Agreement	No modifications generally, but we have the right to change the Operations Manual.
t.	Integration/merger clause	Section 15B	Only the terms of the Franchise Agreement and Area Development Agreement are binding (subject to state

	Provision	Section in Agreement*	Summary
		Section 10D of the Area Development Agreement	law). Any representations or promises made outside the Franchise Agreement, Area Development Agreement or this Disclosure Document may not be enforceable. Nothing in the Franchise Agreement, Area Development Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Section 12 Section 10N of the Area Development Agreement	Except for certain claims, all disputes must be mediated (in the county in which our headquarters are then located (currently, Roswell Georgia) or at such other place as mutually acceptable) and, if not resolved in mediation, arbitrated in the county in which our headquarters are then located (currently, Roswell, Georgia]) or at such other place as mutually acceptable (subject to state law).
v.	Choice of forum	Section 15I Section 10H of the Area Development Agreement	Litigation must be in the applicable federal or state court in the county in which our headquarters are then located (currently, Roswell, Georgia) (subject to state law).
w.	Choice of law	Section 15H Section 10G.1 of the Area Development Agreement	Except for claims under federal trademark law, and the parties' rights under the Federal Arbitration Act, the law of the state of Georgia will govern any dispute (subject to state law). Except for claims under federal trademark law, and the parties' rights under the Federal Arbitration Act, the law of the state of Georgia excluding any conflicts of laws provisions, will govern (subject to state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor owned outlets, if there is a reasonable basis for the information, and if the information is included in the Franchise 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 performance at a particular location or under particular circumstances.

This financial performance representation discloses historical information regarding the 2022 Measurement Period (January 2022-December 2022) for (i) Part A - the average monthly revenue, monthly membership, revenue per member and actual monthly retention percentage for one Affiliate Operating Facility and three Franchisee Facilities, as defined below, (ii) Part B – monthly membership pricing and member attendance and (iii) Part C – presales memberships for 10 Franchisee Facilities prior to opening.

We have presented the information in Part A by showing the information for one Affiliate Operating Facilities and three Franchisee Facilities. No other Affiliate Operating Facility or Franchisee Facility of the size/type being offered as part of this Disclosure Document has been open for longer than 12 months.

The Affiliate Operating Facility, Alloy Personal Training Haynes Bridge Village, was open for all twelve months of 2022. However, in October of 2022, this studio was relocated from a 3000 sq ft facility to a 1500 sq ft facility to be similar in square foot size to the franchised locations that are offered as part of this Disclosure Document. As a result of the move, our membership numbers from 185 to approximately 120 members. Members sign membership agreements for 5 sessions/up to 9 sessions or up to 13 sessions per month.

The Franchisee Facilities are located in Summerfield, North Carolina, Holladay/Salt Lake City, Utah and Billings, Montana. The Summerfield location opened in July 2020, operates out of approximately 2800 square feet and was open the 2022 Measurement Period. The Holladay/Salt Lake location opened on January 17, 2022 and operates out of approximately 1600 square feet. The Billings location opened on January 17, 2022 and operates out of approximately 1650 square feet and was open the full twelve-month 2022 Reporting Period. Members sign membership agreements for 5 sessions/up to 9 sessions or up to 13 sessions per month.

Part A: Revenue, Memberships and Membership Retention

Revenue by Month

Location	**HBV**	**Summerfield**	**Holladay**	**Billings**
Year Opened	2019	2020	2022	2022
Jan	$ 52,762	$ 23,953	$ 14,560	$ 8,792
Feb	$ 53,177	$ 22,297	$ 18,790	$ 10,224
Mar	$ 51,584	$ 24,770	$ 23,496	$ 19,485
April	$ 51,653	$ 26,157	$ 29,964	$ 26,283
May	$ 52,512	$ 27,461	$ 31,347	$ 29,994
June	$ 53,049	$ 27,801	$ 34,734	$ 31,629
Jul	$ 51,860	$ 29,698	$ 32,416	$ 32,940
Aug	$ 50,519	$ 30,080	$ 35,048	$ 33,083
Sep	$ 44,809	$ 30,867	$ 36,049	$ 33,282
Oct	$ 35,427	$ 32,923	$ 35,652	$ 34,490
Nov	$ 35,787	$ 32,873	$ 37,823	$ 31,043

Location	HBV	Summerfield	Holladay	Billings
Dec	$ 33,340	$ 30,300	$ 38,117	$ 36,196
Total	$ 566,478	$ 339,180	$ 367,996	$ 327,442

Membership by Month

Location	HBV	Summerfield	Holladay	Billings
Year Opened	2019	2020	2022	2022
Jan	194	106	58	43
Feb	188	103	79	57
Mar	181	96	95	90
April	169	102	113	100
May	167	111	109	110
June	175	114	115	119
Jul	168	116	104	121
Aug	167	120	119	123
Sep	151	128	114	122
Oct	143	131	120	127
Nov	124	133	127	121
Dec	116	122	122	125

Revenue per Member

Location	HBV	Summerfield	Holladay	Billings
Year Opened	2019	2020	2022	2022
Jan	$ 271.97	$ 225.97	$ 251.03	$ 204.46
Feb	$ 282.86	$ 216.48	$ 237.85	$ 179.38
Mar	$ 284.99	$ 258.02	$ 247.33	$ 216.50
April	$ 305.64	$ 256.44	$ 265.17	$ 262.83
May	$ 314.44	$ 247.40	$ 287.59	$ 272.68
June	$ 303.14	$ 243.86	$ 302.04	$ 265.79
Jul	$ 308.69	$ 256.01	$ 311.69	$ 272.23
Aug	$ 302.51	$ 250.67	$ 294.52	$ 268.97
Sep	$ 296.75	$ 241.15	$ 316.22	$ 272.80
Oct	$ 247.74	$ 251.32	$ 297.10	$ 271.57
Nov	$ 288.61	$ 247.17	$ 297.82	$ 256.55
Dec	$ 287.41	$ 248.36	$ 312.44	$ 289.57

Membership Retention

Location	HBV	Summerfield	Holladay	Billings
Year Opened	2019	2020	2022	2022
Jan	100%	92%	92%	93%
Feb	92%	92%	97%	67%
Mar	93%	86%	87%	95%
April	89%	99%	86%	88%

Location	HBV	Summerfield	Holladay	Billings
May	93%	92%	78%	93%
June	100%	93%	85%	87%
Jul	93%	93%	77%	92%
Aug	98%	99%	90%	91%
Sep	83%	94%	87%	91%
Oct	87%	95%	92%	93%
Nov	86%	96%	97%	93%
Dec	90%	89%	95%	93%

Membership Retention

For the 2022 Measurement Period, above is the monthly retention percentage for the one Affiliate Operating Facility and three Franchisee Facilities. The monthly retention percentage is determined each month as follows:

A + B - C = D

A = # of members at beginning of month
B = # of new members
C = # of terminated members
D = Net # of members at end of month

(D – B)/A x 100=monthly retention %

Example: if you start with 100 members in a club's first month, and factor in 20 new members and 7 members who canceled their membership agreements, you then are left with 113 members at the end of the month. Using the numbers above, the equation should look like this: (113-20)/100) X 100 = 93% percent of members are still active. In this regard, the monthly retention percentage is 93%.

Part B: Pricing and Member Attendance

Alloy Pricing Tiers

	1X/Week - Month	2X/Week	3X/Week
Tier 1*	$199 monthly/$50 per session	$249 monthly/ $31 per session	$299 monthly/ $25 per session
Tier 2	$199 monthly/$50 per session	$319 monthly/$40 per session	$359 monthly/$30 per session
Tier 3	$259 monthly/$60 per session	$399 monthly/$50 per session	$479 monthly/$40 per session
Tier 4	$279 monthly/$70 per session	$479 monthly/$60 per session	$599 monthly/$50 per session

Note: Pricing tiers that a franchisee selects are often based on market rent and other related factors. Alloy will work with a franchisee to select the appropriate tier. Tier 1 is reserved for more rural markets and similar circumstances. As December 31, 2022, the Summerfield facility utilized the Tier 1 pricing and the HBV, Holladay and Billing facilities utilized Tier 2 pricing.

Membership Percentage in Each Times/ Week Attendance Category (2022)

	HBV	Summerfield	Holladay	Billings
1x/Week	9%	4%	1%	14%
2x/Week	44%	50%	39%	58%
3x/Week	47%	45%	59%	27%

Part C: Membership Pre-Sales

Presales & Month 1 Members - Openings After Jan 2022

Location	Agreements	Month 1	Attrition
Highland, UT	96	75	22%
Colony, SC	144	110	24%
Dunwoody, GA	153	118	23%
Johns Creek, GA	79	58	27%
Casselberry, FL	115	64	44%
Fairlawn, OH	145	103	29%
W Las Vegas, NV	144	63	56%
Daybreak, UT	92	79	14%
Billings, MT	76	42	45%
Holloday, UT	88	63	28%

Note: All new franchisees are required to run a membership pre-sale campaign prior to grand opening. Franchisees are required to have 75 members signed with the member having a signed membership agreement and a verified credit card on file in order to open their Facility. The Part C table shows the number of member at the Facility opening, the number of members one month after the Facility opening and the existing member attrition percentage for that first month of operation.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Our management prepared this financial performance representation based on information provided by our affiliate's CRM system that we believe to be reliable. The franchisee information is based on monthly reports provided to us. None of the revenue or gross sales information for our Affiliate Operating Facilities or Franchisee Facilities have been audited. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives

to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Suzanne Robb at 2500 Old Alabama Road, Suite 24, Roswell, Georgia 30076 or 678-430-8610 or at suzanne@teamalloy.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

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

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	0	1	+1
	2021	1	2	+1
	2022	2	12	+10
Company-Owned*	2020	2	2	0
	2021	2	1	-1
	2022	1	1	0
Total Outlets	**2020**	**2**	**3**	**+1**
	2021	**3**	**3**	**0**
	2022	**3**	**13**	**+10**

*Any Company-Owned outlet reflected in the chart above is owned by an affiliate, as described in Item 1.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2020 - 2022

State	Year	Number of Transfers
All States	2020	0
	2021	0
	2022	0
Total	**2020**	**0**
	2021	**0**

State	Year	Number of Transfers
	2022	**0**

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

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Florida	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Georgia	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
Montana	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Nevada	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
North Carolina	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Ohio	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Utah	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
Total	**2020**	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2021	**1**	**1**	**0**	**0**	**0**	**0**	**2**
	2022	**2**	**10**	**0**	**0**	**0**	**0**	**12**

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

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Georgia	2020	2	0	0	0	0	2
	2021	2	0	0	0	1	1
	2022	1	0	0	0	0	1
Total	**2020**	**2**	**0**	**0**	**0**	**0**	**2**
	2021	**2**	**0**	**0**	**1***	**0**	**1**
	2022	**1**	**0**	**0**	**0**	**0**	**1**

*Any outlet shown in the chart above is owned and operated by an affiliate. The outlet sold in 2021 was sold to the operating partner for that affiliate who debranded the location after the sale but continues to operate the business.

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

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Georgia	6	6	0
Maryland	1	1	0
Massachusetts	0	1	0
Michigan	2	2	0
Missouri	4	4	0
Nevada	1	2	0
New Jersey	1	1	0
North Carolina	1	2	0
Oklahoma	1	1	0
South Carolina	1	2	0
Texas	12	11	0

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Virginia	2	2	0
Total	**32**	**35**	**0**

A list of the names of all franchisees and multi-unit developers and the addresses and telephone numbers of their businesses will be provided in Exhibit D to this Disclosure Document when applicable.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee or multi-unit developer who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or Area Development Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit E to this Disclosure Document when applicable. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Alloy System.

There are no trademark-specific organizations formed by our franchisees that are associated with the Alloy System.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit G are our audited financial statements as of December 31, 2022 and 2021, and for the three-year period ended December 31, 2022. Our fiscal year end is December 31.

ITEM 22
CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts and their attachments:

1.	Franchise Agreement (including Appendices A (Data Sheet), B (Addendum to Lease), C (ACH Authorization Form, D (Personal Guarantee) and E (Acknowledgement Addendum)	Exhibit B

2.	Area Development Agreement (including Appendices A (Data Sheet), B (Development Schedule), C (Development Territory) and D (Acknowledgment Addendum)	Exhibit C
3.	Form of General Release	Exhibit H

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document. Please return one signed copy to us and retain the other for your records.

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Exhibit A to the Alloy Disclosure Document

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, Alloy Personal Training, LLC has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which Alloy Personal Training, LLC has appointed an agent for service of process.

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

CALIFORNIA Department of Financial Protection & Innovation: 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 Agent: California Commissioner of Financial Protection & Innovation 2101 Arena Blvd. Sacramento, CA 95834 (916) 445-7205	**CONNECTICUT** State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent: Banking Commissioner
HAWAII (state administrator) Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** The Attorney General Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465

INDIANA (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681 (agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**MARYLAND** (state administrator) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN (state administrator) Consumer Protection Division Franchise Section Michigan Department of Attorney General 525 W. Ottawa Street, 1st Floor Lansing, Michigan 48933 (517) 335-7567 (for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909	**MINNESOTA** (state administrator) Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600 (for service of process) Minnesota Commissioner of Commerce
NEW YORK (Administrator) Office of the New York State Attorney General Investor Protection Bureau, Franchise Section 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236 Phone (212) 416-6042 Fax (Agent for service of process) Attention: NY Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492	**NORTH DAKOTA** North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712

OREGON Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4387 Agent: Director of the Department of Consumer and Business Services	**RHODE ISLAND** Division of Securities Rhode Island Dept. of Business Regulation John O. Pastore Complex – Bldg. 69-1 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9500
SOUTH DAKOTA Division of Insurance Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, South Dakota 57501-3168 (605) 773-4823	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON (state administrator) Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902-8760 (for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501	**WISCONSIN** (state administrator) Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-0448 (for service of process) Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705

Exhibit B to the Alloy Disclosure Document

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

BETWEEN

Alloy Personal Training, LLC
2500 Old Alabama Road, Suite 24
Roswell, Georgia 30076

AND

_____
Name of Franchisee

_____
Street

_____
City State Zip Code

( )_____
Area Code Telephone

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ALLOY® FRANCHISE AGREEMENT

ALLOY® FRANCHISE AGREEMENT

This Franchise Agreement is made this ____ day of _____, 20____ between Alloy Personal Training, LLC, a Georgia limited liability company with its principal business located at 2500 Old Alabama Road, Suite 24, Roswell, Georgia 30076 ("we" or "us"), and "Franchisee" or "you" as identified on the Data Sheet attached as Schedule A (the "Data Sheet"). If the franchisee is a corporation, partnership, limited liability company or other legal entity, certain provisions to this Agreement also apply to its owners.

RECITALS

A. We and our affiliates have developed a business offering personal training in a group setting delivered by certified instructors under the name "ALLOY";

B. Our affiliate Alloy Personal Training Solutions, LLC ("Affiliate") owns the ALLOY Trademark and other trademarks ("Trademarks" as defined below) and has licensed to us the right to sublicense the Trademarks used in connection with the operation of an ALLOY facility;

D. You desire to develop and operate an ALLOY facility; and

E. We have agreed to grant you a franchise subject to the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions:

A. "Business" or "Facility" means the ALLOY Facility you develop and operate pursuant to this Agreement.

B. "Gross Sales" means the total gross revenue from the provision of all products and services sold or performed in, at, from or away from the Facility, or through or by means of the Business, whether from cash, check, credit card, debit card, barter or exchange, or other credit transactions, and regardless of collection, and including (a) class fees, membership fees, initiation fees, enrollment fees, processing fees, paid-in-full dues, renewal fees, corporate/third party payer fees, monthly dues and any fees or revenue generated and derived during any pre-sales; (b) fees and charges for optional services such as personal training, small group training and other optional programs we design; (c) fees charged to non-members using the Facility's services; and (d) revenue derived from merchandise and product sales. Sales taxes, use taxes, and other similar taxes added to the sales price and collected from the customer and paid to the appropriate taxing authority are deducted from Gross Sales.

C. "Manual" or "Operations Manual" means any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components, all of which we or our agents produce and which contain specifications, standards, policies, procedures and recommendations for your ALLOY Facility, all of which we may change from time to time.

D. "Owner" means any person or entity who, now or hereafter, directly or indirectly owns an interest in the franchisee when the franchisee is a corporation, limited liability company, or a similar entity other than a partnership entity. If the franchisee is a partnership entity, then each general partner is an Owner, regardless of the percentage of ownership interest. If the franchisee is one or more individuals, each individual is an Owner of the franchisee. Your Owner(s) are identified on the Data Sheet. Every time there is a change in the persons who are your Owners, you must, within 10 days from the date of each such change, update the Data Sheet. As used in this Agreement, any reference to Owner includes all Owners. You must designate in the Data Sheet one of your Owners as your Operating Partner. Your Operating Partner will be our primary contact for your Business, and we may communicate with and rely on the decisions made by your Operating Partner.

E. "System" means the ALLOY System, which consists of specific equipment, fixtures, furnishings, materials and supplies; methods, uniform standards, specifications and procedures for operations; procedures for management; training and assistance; and merchandising, advertising and promotional programs and other proprietary information, all of which we may change, improve and further develop. The System is identified by the Trademarks. The System includes a proprietary software application (the "Alloy App"). The Alloy App will provide a franchisee with tools to manage and communicate with coaches and clients through a personal profile.

F. "Trademarks" means the ALLOY Trademark that has been registered in the United States and elsewhere and the trademarks, service marks and trade names set forth in the Manual, as we may modify and change from time to time, and the trade dress and other commercial symbols used in the Facility. Trade dress includes the designs, color schemes and image we authorize you to use in the operation of the Facility from time to time.

GRANT OF LICENSE

2. The following provisions control with respect to the license granted hereunder:

A. Facility. We grant to you the right and license to establish and operate a Facility identified by the ALLOY Trademarks or such other marks as we may direct, at the location identified on the Data Sheet, which location must be designated within 90 days from the date of this Agreement (the "Authorized Location"). The Authorized Location must be located within the area defined in the Data Sheet as the "Designated Area." When a location has been designated by you and approved by us, it will become part of this subparagraph 2.A as if originally stated. If a Facility is not "under control" within 180 days from the date of this Agreement (as defined in subparagraph 5.A), we may grant you an extension of time to locate a Facility or terminate this Agreement. You accept the license and undertake the obligation to operate the Facility using the Trademarks and the System in compliance with the terms and conditions of this Agreement.

B. Opening. You agree that the Facility will be open and operating in accordance with the requirements of subparagraph 5.A within not later than six months after you sign a lease or 12 months after you sign this Agreement, whichever occurs first, unless we authorize in writing an extension of time.

You may not open your Facility for business until: (1) you have complied with all requirements regarding site selection and construction of the Facility; (2) we determine that your Facility has been constructed, decorated, furnished, equipped and stocked with equipment, materials and supplies in accordance with plans and specifications we have approved; (3) the initial training program we provided has been completed to our satisfaction by all required persons; (4) the initial franchise fee and all other amounts due to us have been paid; (5) you have furnished us

with all certificates of insurance required by this Agreement; (6) you have obtained all required governmental permits, licenses and authorizations necessary for the operation of your Business; (7) you are in full compliance with all the terms of this Agreement; and (8) you have 75 members who have joined during the pre-sale marketing campaign, including a signed membership agreement and a verified credit card on file.

C. Nonexclusivity; Our Reservation of Rights. The license is limited to the right to develop and operate one Facility at the Authorized Location only. During the term of this Agreement and provided that you are in compliance with the terms and conditions of this Agreement, including the Minimum Performance Standards (as described in the Data Sheet), we will not (i) modify the Territory without your written permission, or (ii) establish either a company-owned or franchised Facility with its actual, physical premises within the Designated Area.

The license granted to you does not include (i) any right to offer, sell or otherwise provide services or products outside the Facility, unless we authorize in writing, (ii) any right to offer, sell or otherwise provide services or products through any other channels or methods of distribution, including the Internet (or any other existing or future form of electronic commerce), (iii) any right to offer, sell or otherwise provide services or products identified by the Trademarks to any person or entity for resale or further distribution, or (iv) any right to exclude, control or impose conditions on our development of future franchised, company or affiliate owned facilities at any time or at any location regardless of the proximity to your Facility. As of the Effective Date, there are no restrictions or limitations from where client business may be generated, although you may not directly solicit customers outside your Designated Area. We may establish from time to time written guidelines regarding the territorial scope of your marketing activities. You agree to comply with any such guidelines.

We retain all rights that are not expressly granted to you under this Agreement. Further, we and our affiliates may, among other things, on any terms and conditions we deem advisable, without compensation to any franchisee, and without granting you any rights therein:

(i) establish and/or license others to establish franchised or company-owned or affiliate-owned Facilities at any location, regardless of the proximity of such facilities to your Designated Area;

(ii) merge with, acquire or become associated with ("Merger/Acquisition Activity") any businesses or facilities of any kind (including those in competition with ALLOY) under other systems and/or marks, which businesses and facilities may convert to or operate under the Trademarks and may offer or sell training services or related products that are the same as or similar to the services or products offered at or from the Facility, and which may be located anywhere;

(iii) sell and distribute for ourselves and/or license others to sell and distribute through franchised businesses or any other method of distribution services and products the same as or different from the services or products offered under the System, and which are offered and distributed under marks different than the Trademarks; and

(iv) develop or franchise Special Site locations, which by their nature are unique and separate in character from sites generally developed as ALLOY facilities ("Special Sites"), and include, but are not limited to the following locations regardless of their location and their proximity to your Facility: (i) military bases; (ii) public transportation facilities (including airports); (iii) business or industry locations (e.g.

manufacturing site, office building), or sports facilities; (iv) student unions or other similar buildings on college or university campuses; (v) malls or enclosed shopping centers; and (vi) community and special events.

We and our affiliates also have the right to offer, sell or distribute any services or products associated with the System (now or in the future) or identified by the Trademarks, or any other trademarks, service marks or trade names through any distribution channels or methods, without compensation to any franchisee. The distribution channels or methods ("Alternative Methods of Distribution") include, without limitation, the Internet (or any other existing or future form of electronic commerce).

TRADEMARK STANDARDS AND REQUIREMENTS

3. You acknowledge and agree that the Trademarks are our Affiliate's property and we have licensed the use of the Trademarks to you and others. You further acknowledge that your right to use the Trademarks is specifically conditioned upon the following:

A. Trademark Ownership. The Trademarks are our Affiliate's valuable property, and our Affiliate is the owner of all right, title and interest in and to the Trademarks and all past, present or future goodwill of the Facility and of the business conducted at the Facility that is associated with or attributable to the Trademarks. Your use of the Trademarks will inure to our Affiliate's benefit. You may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest our rights in any of the Trademarks or the goodwill associated with the Trademarks, including any use of the Trademarks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.

B. Trademark Use. You may not use, or permit the use of, any trademarks, trade names or service marks in connection with the Facility except those set forth in the Manual or except as we otherwise direct in writing. You may use the Trademarks only in connection with such products and services as we specify and only in the form and manner we prescribe in writing. You must comply with all trademark, trade name and service mark notice marking requirements. You may use the Trademarks only in association with services and products approved by us and that meet our standards or requirements.

C. Facility Identification. You must use the name ALLOY as the trade name of the Facility and you may not use any other mark or words to identify the Facility without our prior written consent. You may not use any of the words ALLOY or any of the other Trademarks or any names or words that are substantially similar as part of the name of your corporation, partnership, limited liability company or other similar entity. You may use the Trademarks on various materials, such as business cards, stationery and checks, provided you (i) accurately depict the Trademarks on the materials as we prescribe, (ii) include a statement on the materials indicating that the business is independently owned and operated by you, (iii) do not use the Trademarks in connection with any other trademarks, trade names or service marks unless we specifically approve in writing prior to such use, and (iv) make available to us, upon our request, a copy of any materials depicting the Trademarks. You must post a prominent sign in the Facility identifying you as an ALLOY franchisee in a format we deem reasonably acceptable, including an acknowledgment that you independently own and operate the Facility and that the ALLOY Trademark is owned by us and your use is under a license we have issued to you. All your internal and external signs must comply at all times with our outdoor/indoor guidelines and practices, as they are modified from time to time.

D. Litigation. In the event any person or entity improperly uses or infringes the Trademarks or challenges your use or our use or ownership of the Trademarks, you must promptly notify us of any such use or infringement of which you are aware or any challenge or claim arising out of your use of any Trademark. We or our Affiliate have the sole right to direct and control any administrative proceeding or litigation involving the Trademarks, including any settlement. We or our Affiliate have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Trademarks. We or our Affiliate may defend you against any third-party claim, suit or demand arising out of your use of the Trademarks. If we or our Affiliate determine that you have used the Trademarks in accordance with this Agreement, the cost of the defense, including the cost of any judgment or settlement, will be borne by us or our Affiliate. If we or our Affiliate determine that you have not used the Trademarks in accordance with this Agreement, the cost of the defense, including the cost of any judgment or settlement, will be yours. In the event of any litigation relating to your use of the Trademarks, you must sign any and all documents and do the acts as may, in our opinion, be necessary to carry out the defense or prosecution, including becoming a nominal party to any legal action, and we or our Affiliate will reimburse you for your out-of-pocket costs in doing these acts except if this litigation is the result of your use of the Trademarks in a manner inconsistent with the terms of this Agreement.

E. Changes. You may not make any changes or substitutions to the Trademarks unless we direct in writing. We reserve the right to change or modify the Trademarks, including the ALLOY Trademark, at any time. For example, we may require you to cease all use of the ALLOY Trademark at any time and require you to use a different Trademark as we may designate in connection with the operation and identification of your Facility. There are no limitations on our right to change or modify the Trademarks and we may change or modify the Trademarks for any reason including, but not limited to, any challenge to our ownership of the Trademarks, a change in market conditions, or any claimed or actual infringement of our Trademarks. We will provide you with written notice of any changes or modifications to the Trademarks. Upon receipt of our written notice you will have a reasonable amount of time, not to exceed three (3) months, to change or modify your use of the Trademarks consistent with the terms contained in the written notice. By way of example only, if we require you to change or modify the Trademarks, you may be required to do any of the following: (i) change all signage (interior and exterior) used in connection with the operation or identification of your Facility, (ii) cease all use of any products, serving and/or convenience items containing the Trademarks, (iii) cease all use of any advertising or marketing materials containing the former Trademarks, and (iv) change your letterhead, business cards and any other items containing the former Trademarks. All changes or modifications to the Trademarks will be at your sole expense.

F. Creative Works. All ideas, concepts, techniques, or materials concerning the ALLOY Facility, whether or not protectable intellectual property and whether created by or for you or one of your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

TERM AND RENEWAL

4. The following provisions control with respect to the term of this Agreement and any successor rights:

A. Term. The initial term of this Agreement begins on the Effective Date as defined in subparagraph 15.P below and the Data Sheet and ends 10 years from the date of this Agreement, subject to any modifications in the Data Sheet to take into account the term of the lease for your Authorized Location.

B. Renewal. You will have the option to renew your rights under this Agreement for one (1) renewal term of 10 years. We may grant you the option to enter into a renewal agreement for your Facility provided that with respect to the renewal agreement: (i) you have given us written notice of your intent to enter into a renewal agreement at least 6 months but not more than 12 months prior to the end of the expiring term; (ii) you sign our then-current form of franchise agreement (modified to reflect that the agreement relates to a renewal agreement), the terms of which may differ from this Agreement, including higher fees; (iii) you have complied with the provisions of subparagraph 5.E regarding modernization and you perform any further items of modernization and/or replacement of the building, premises, trade dress, equipment and grounds as may be necessary for your Facility to conform to the standards then applicable to new ALLOY facilities, regardless of the cost of such modernizations and/or replacements; (iv) you are not in default of this Agreement or any other agreement pertaining to the franchise granted, you have not been in default of this Agreement on three or more occasions during the term of this Agreement, regardless of whether any cure has been effectuated, have satisfied all monetary and material obligations on a timely basis during the term, and are in good standing; (v) if leasing the Facility premises, you have renewed the lease and have provided written proof of your ability to remain in possession of the premises throughout the renewal period; (vi) you comply with our then-current training requirements; (vii) you pay us a renewal fee of $5,000: and (viii) you and your owner(s) and guarantors execute a general release of claims in a form we prescribe.

C. Interim Period. If you do not exercise your option to enter into a renewal agreement prior to the expiration of this Agreement and continue to accept the benefits of this Agreement after the expiration of this Agreement, then at our option, this Agreement may be treated either as (i) expired as of the date of expiration with you then operating a franchise without the right to do so and in violation of our rights; or (ii) continued on a month-to-month basis ("Interim Period") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the notice to terminate the Interim Period. In the latter case, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Agreement will be deemed to take effect upon termination of the Interim Period.

FACILITY STANDARDS AND MAINTENANCE

5. You acknowledge and agree that we have the right to establish, from time to time, quality standards regarding the business operations of ALLOY facilities to protect the distinction, goodwill and uniformity symbolized by the Trademarks and the System. Accordingly, you agree to maintain and comply with our quality standards and agree to the following terms and conditions:

A. Facility; Site Under Control. You are responsible for leasing a site that meets our site selection guidelines. We must consent to the site in writing. You may not use the Facility

premises for any purpose other than the operation of an ALLOY Facility during the term of this Agreement or any Interim Period. We make no guarantees concerning the success of the Facility located on any site to which we consent.

You may not open your Facility for business until we have notified you in writing that you have satisfied your pre-opening obligations as set forth in subparagraphs 5.A and 5.B and we have consented to your opening date. We are not responsible or liable for any of your pre-opening obligations, losses or expenses you might incur for your failure to comply with these obligations or your failure to open by a particular date. We also are entitled to injunctive relief or specific performance under subparagraph 12.C for your failure to comply with your obligations.

You and your landlord must sign the Lease Addendum attached as Schedule B. We recommend you submit the Lease Addendum to the landlord at the beginning of your lease review and negotiation, although the terms of the Lease Addendum may not be negotiated without our prior approval. If the landlord requires us to negotiate the Lease Addendum, we reserve the right to charge you a fee, which will not exceed our actual costs associated with the negotiation. You must provide us a copy of the executed lease and Lease Addendum within 5 days of its execution. We have no responsibility for the lease; it is your sole responsibility to evaluate, negotiate and enter into the lease for the Facility premises.

You must execute, and provide us an executed copy of your lease (including an executed copy of the Lease Addendum) or the purchase agreement for the selected and approved site for your Facility within 180 days from the date of execution of this Agreement. If you fail to have your "site under control" (you and we agree on a site and you execute a lease or purchase agreement for the site) within 180 days after the date of execution of this Agreement, we will have the right to terminate this Agreement without opportunity to cure pursuant to subparagraph 13.B.2.

B. Construction; Future Alteration. You must construct and equip the Facility in strict accordance with our current approved specifications and standards pertaining to equipment, signage, fixtures, furnishings, and design and layout of the building. You may not commence construction of the Facility until you have received our written consent to your layout plans.

Without limiting the generality of the prior paragraph, you must promptly after obtaining possession of the site for the Facility: (i) contact and retain our designated construction manager or an architect that meets our approval and have prepared and submitted for our approval a site survey and basic architectural plans and specifications consistent with our general buildout, image, color scheme and décor requirements as set forth in the Manuals for an ALLOY Facility (including requirements for dimensions, exterior design, materials, interior design and layout, equipment, fixtures, furniture and signage); (ii) purchase or lease and then, in the construction of the Facility, use only the approved building materials, equipment, fixtures, audio visual equipment, furniture and signage; (iii) complete the construction and/or remodeling, equipment, fixtures, furniture and sign installation and decorating of the Facility in full and strict compliance with plans and specifications we approve and all applicable ordinances, building codes and permit requirements without any unauthorized alterations; (iv) obtain all customary contractors' sworn statements and partial and final waivers, obtain all necessary permits, licenses and architectural seals and comply with applicable legal requirements relating to the building, signs, equipment and premises, including, but not limited to, the Americans With Disabilities Act; and (v) obtain and maintain all required zoning changes, building, utility, health, sanitation, and sign permits and licenses and any other required permits and licenses. It is your responsibility to comply with the foregoing conditions.

Any change to the plans or any replacement, reconstruction, addition or modification in the space, interior or exterior decor or image, equipment or signage of the Facility to be made after our consent is granted for initial plans, whether at the request of you or of us, must be made in accordance with specifications that have received our prior written consent. You may not commence such replacement, reconstruction, addition or modification until you have received our written consent to your revised plans.

C. Maintenance. The building interior, equipment, fixtures, furnishings, signage and trade dress (including the interior and exterior appearance) employed in the operation of your Facility must be maintained and refreshed in accordance with our requirements established periodically and any of our reasonable schedules prepared based upon periodic evaluations of the premises by our representatives. Within a period of 30-60 days (as we determine depending on the work needed) after the receipt of any particular report prepared following such an evaluation, you must effect the items of maintenance we designate, including the repair of defective items and/or the replacement of irreparable or obsolete items of equipment and interior signage. If, however, any condition presents a threat to customers or public health or safety, you must effect the items of maintenance immediately, as further described in subparagraph 6.G.

D. Relocation. If you need to relocate because of condemnation, destruction, or expiration or cancellation of your lease for reasons other than your breach, we will grant you authority to do so at a site acceptable to us; provided that the new Facility is under construction within 90 days after you discontinue operation of the Facility at the Authorized Location, and the new Facility is open and operating within 120 days after construction commences, all in accordance with our then-current standards. If you voluntarily decide to relocate the Facility, your right to relocate the Facility will be void and your interest in this Agreement will be voluntarily abandoned, unless you have given us notice of your intent to relocate not less than 60 days prior to closing the Facility and with that notice pay the relocation fee of $7,500, have procured a site that we accept within 60 days after closing the prior Facility, have opened the new Facility for business within 120 days of such closure and complied with any other conditions that we reasonably require.

In the event your Facility is destroyed or damaged and you repair the Facility at the Authorized Location (rather than relocate the Facility), you must repair and reopen the Facility in accordance with our then-current standards for the destroyed or damaged area within 120 days of the date of occurrence of the destruction or damage.

You do not have the right to relocate in the event you lose the right to occupy the Facility premises because of the cancellation of your lease due to your breach. The termination or cancellation of your lease due to your breach is grounds for immediate termination under subparagraph 13.B.2.

E. Modernization or Replacement. From time to time as we require, you must modernize and/or replace the building interior, trade dress, equipment, fixtures and improvements as may be necessary for your Facility to conform to the standards for similarly situated new ALLOY facilities, although we will limit any such modernization or replacement during the first two years of the term of this Agreement to a maximum of $10,000. Furthermore, in addition to performing general continued maintenance and refreshing of the Facility premises whenever necessary as set forth in subparagraph 5.C, you must make any required expenditures for equipment or leasehold improvements necessary to offer new services.

Each and every transfer of any interest in this Agreement or your business governed by Paragraph 11 or any renewal agreement covered by Paragraph 4 is expressly conditioned upon your compliance with these modernization or replacement requirements at the time of transfer or renewal.

You acknowledge and agree that the requirements of this subparagraph 5.E are both reasonable and necessary to ensure continued public acceptance and patronage of ALLOY facilities and to avoid deterioration or obsolescence in connection with the operation of the Facility. If you fail to make any improvement as required by this subparagraph or perform the maintenance described in subparagraph 5.C, we may, in addition to our other rights in this Agreement, effect such improvement or maintenance and you must reimburse us for the costs we incur.

F. Signage. All signage at your Facility must comply with our then current specifications, which we may modify and change from time to time due to modifications to the System, including changes to the Trademarks. You must make such changes to the outdoor signage as we require and at your cost.

PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS

6. You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity and protecting the goodwill of the Trademarks. The following provisions control with respect to products and operations:

A. Authorized Training and Related Services and Products. Your Business must be confined to the authorized training services and all other authorized services and products that we designate and approve in writing from time to time. We have the right to make modifications to these items from time to time, and you agree to comply with any modifications. You may not offer or sell any other service or product at the Facility without our prior written consent. You must use in the operation of the Business only the proprietary and non-proprietary techniques and processes and supplies we designate, all as we specify in our Manuals or otherwise in writing. We will supply to you a copy of the current Manual prior to opening the Facility. You acknowledge and agree that we may change these periodically and that you are obligated to conform to the requirements.

B. Approved Supplies and Suppliers. We will furnish to you from time to time lists of approved supplies or approved suppliers. You must only use approved products, services, equipment, fixtures, furnishings, signs, advertising materials, trademarked items and novelties, and other items or services (collectively, "approved supplies") in connection with the design, construction and operation of the Facility as set forth in the approved supplies and approved suppliers lists, as we may amend from time to time. Although we do not do so for every item, we have the right to approve the manufacturer, distributor and/or supplier ("approved suppliers") of approved supplies. You acknowledge and agree that certain approved supplies may only be available from one approved supplier, and we or our affiliates may be that supplier. You will pay the then-current price in effect for any approved products and supplies purchased from us or our affiliates. All inventory, products, materials and other items and supplies used in the operation of the Facility that are not included in the approved supplies or approved suppliers lists must conform to the specifications and standards we establish from time to time. ALTHOUGH APPROVED OR DESIGNATED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES, PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS. IN ADDITION, WE DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY US. OUR APPROVAL OR CONSENT TO ANY SERVICES, GOODS, SUPPLIERS, OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM SHALL NOT CREATE ANY LIABILITY TO US.

Except for any products, supplies or materials for which we designate a single approved supplier, if you wish to purchase products, supplies, materials or equipment from suppliers not approved by us, you must submit to us a written request to approve the proposed supplier, together with any background documents or evidence we may require. We will have the right to require you to obtain permission from the supplier to allow our representatives to inspect the supplier's facilities and that you deliver samples from the supplier for evaluation and testing to us or to an independent testing facility that we designate. We may charge you an evaluation fee to conduct our evaluation and testing. We will, within 30 days after our receipt of your evaluation request, notify you in writing of our approval or disapproval of your proposed supplier. We may revoke our approval of particular products, equipment or suppliers when we determine that such products, equipment or suppliers no longer meet our standards. Upon receipt of our revocation of approval, you must cease to use or sell any disapproved products and cease to purchase form any disapproved supplier.

C. Memberships. You must sell memberships ("Memberships") only on such terms and conditions as we specify periodically. All Memberships must be evidenced by a written or, if approved or required by us, electronic agreement ("Membership Agreement") and all member and billing information must be promptly and accurately entered into the approved system according to our then-current policies.

You must use Membership Agreements that are based on our then-current standard form of Membership Agreement, with the exception, however, that there may be state and local laws that may require you to alter the Membership Agreement in the jurisdictions under which your Facility operates – you must abide by those laws. You are solely and exclusively responsible for ensuring that the Membership Agreements you use in connection with the operation of your Facility comply with all applicable laws and regulations. Any changes to the form document must be approved in writing by us. The Membership Agreement must include: *(i)* a reciprocity provision that permit members from your Facility to use other facilities and permits another facility's members to also use your Facility, *(ii)* a waiver and release of us and our affiliates and *(iii)* a statement identifying the Facility as an independently-owned franchised location. You must permit members of other facilities to use your Facility under such terms and conditions as we may state in writing from time to time. We may require that all Membership Agreements and all billings of any type must be processed through us and our approved processing system.

You may only solicit memberships within your Designated Area (unless otherwise authorized by us in writing as part of our guidelines). We may establish written guidelines regarding membership solicitation, and you agree to comply with any required guidelines.

Prior to opening your Business, you must have 75 members who have joined your Facility during your pre-sale marketing campaign, with the member having a signed membership agreement and a verified credit card on file. You can appoint your marketing representative to conduct this direct sales activity. You also have the option to engage our pre-sale member assistance specialist at $3,000 per month. If your appointed representative is not closing at 10% of your member leads after one month, we may require you to use our specialist for one to two months at $3,000 per month. The $3,000 per month is payable to us prior to engaging our specialist and is not refundable.

D. Alloy App. You must purchase a proprietary software application system that complies with our standards and requirements, including all future updates, supplements and modifications (the "Alloy App") and sign any related agreements that we require. The Alloy App is a tool for you to use in the operation of your Facility and not as a means for us to exercise control over the day-to-day operation of your Facility. The Alloy App and other future software and hardware that you are required to use in the operation of the Facility may include designated software used to

manage and communicate with your coaches and clients through the personal profile you build. Through the Alloy App, you will be able to build specific, video driven programs for your clients, send messages to your clients, and track each client's results.

The required software and hardware may include a credit card processing system and/or gift card processing system we designate. It is your responsibility to make sure that you are in compliance with all laws that are applicable to the POS System or other technology used in the operation of your Facility, including all data protection or security laws as well as PCI compliance. You may be required to license the proprietary software from us, an affiliate or a third party and you also may be required to pay a software licensing or user fee in connection with your use of the proprietary software. All right, title and interest in the software will remain with the licensor of the software. You shall not use or download any software on your computer unless it has been authorized by us in writing. In the event that you use or download any unauthorized software, you shall be liable for all damages and problems caused by the unauthorized software in addition to the other remedies provided under this Agreement. You acknowledge and agree that we will have full and complete access to the information and data entered and produced by the POS System. You must, at all times, have at the Facility Internet access with a form of high speed connection as we require and you must maintain an email account for the Facility.

E. Health and Sanitation. Your Facility must be operated and maintained at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. You also must comply with any standards that we prescribe. In addition to complying with such standards, if the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event you fail to be rated in the highest classification or receive any notice that you are not in compliance with all applicable health and sanitary standards, you must immediately notify us of such failure or noncompliance.

F. Evaluations. We or our authorized representative have the right to enter your Facility at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain if the provisions of this Agreement are being observed by you, to inspect and evaluate your Facility and equipment, and to test, inspect and evaluate your equipment, supplies, and products and overall operation of the Franchised Business. We and our representative also have the right to interview you, your employees and subcontractors, marketing contacts and clients pertaining to matters of compliance with this Agreement and the System and to photograph, videotape or audiotape any such interviews and/or observation/inspection of the operation of the Facility with or without your knowledge and without prior notice to you. You hereby consent to our use of any such audio or video recording for training, marketing or any other purpose. Any evaluation or inspection we conduct is not intended to exercise control over your day-to-day operation of the Facility or to assume any responsibility for your obligations under this Agreement.

Any failure of an inspection is a default under Section 13.A of this Agreement. Further, if we determine that any condition in the Facility presents a threat to customers or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Facility until the situation is remedied to our satisfaction. Our inspections and evaluations may include a "mystery shopper" program from time to time throughout the term of this Agreement. If you fail an evaluation by us or by a mystery shopper or if we receive a specific customer complaint, you must pay the costs and expenses of subsequent "mystery shopper" visits.

G. Period of Operation. Subject to any contrary requirements of local law, your Facility must be opened to the public and operated during the days and times set forth in the Manual. You acknowledge and agree that if your Facility is closed for a period of 5 consecutive days without our prior written consent, such closure constitutes your voluntary abandonment of the franchise and business and we have the right, in addition to other remedies provided for herein, to terminate this Agreement. Acts of force majeure, as defined in subparagraph 16.M, preventing you temporarily from complying with the foregoing will suspend compliance for the duration of such interference.

H. Operating Procedures. You must adopt and use as your continuing operational routine the required training standards, procedures, techniques and management systems described in our Manuals or other written materials relating to various aspects of the operation of the Facility. We will revise the Manual and these standards, procedures, techniques and management systems periodically to meet changing conditions of retail operation in the best interest of facilities operating under the Trademarks. Any required standards exist to protect our interests in the System and the Trademarks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Operations Manual as defined in subparagraph 1.C or other written materials. The Operations Manual also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and Trademarks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

You acknowledge having received one copy of the Operations Manual on loan from us for the term of this Agreement. The Operations Manual is at all times our sole property. You must at all times treat the Operations Manual, and the information it contains, as secret and confidential, and must use all reasonable efforts to maintain such information as secret and confidential. We may from time to time revise the contents of the Operations Manual and you expressly agree to comply with each new or changed requirement. You must at all times ensure that your copy of the Operations Manual is kept current and up to date, and in the event of any dispute as to the contents of said Operations Manual, the terms of the master copy of the Operations Manual that we maintain are controlling. You acknowledge and agree that in the future the Operations Manual and other system communications may only be available on the Internet or other online or computer communications.

I. Compliance with Law; Licenses and Permits. You must at all times maintain your premises and conduct your Facility operations in compliance with all applicable laws, regulations, codes and ordinances. You must secure and maintain in force all required licenses, permits and certificates relating to your Facility and be prepared to furnish copies upon request.

You acknowledge that you are an independent business and solely responsible for control and management of your Facility, including, but not limited to, the hiring and discharging of your employees and setting and paying wages and benefits of your employees. You acknowledge that we have no power, responsibility or liability in respect to the hiring, discharging, setting and paying of wages or related matters.

You must immediately notify us in writing of any claim, litigation or proceeding that arises from or affects the operation or financial condition of your ALLOY business or Facility, including any notices of health code violations or other license violations.

J. Confidential Information. You, your owners, and your manager may not, during the term of this Agreement or thereafter, disclose, copy, reproduce, sell or use for the benefit of any other person or entity Confidential Information, except to such employees that must have access to it to operate the Facility. For purposes of this Agreement, "Confidential Information" means the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the Operations Manual or otherwise communicated to you in writing, verbally or through the Internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Facility, as well as the content of this Agreement and any other document executed in connection with this Agreement. Any and all Confidential Information, including, without limitation, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than operating the Facility. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons owning an interest in you, the Owners, your manager and other key employees. You must provide executed copies of these agreements to us upon our request. Notwithstanding the foregoing, you are authorized to disclose the terms of this Agreement to any lender providing you financing for the Facility as well as to your landlord.

K. Client Information. You may only use Client Information (as defined below) to the extent necessary to perform your obligations under this Agreement during the term hereof and subject to such restrictions as we may from time to time impose and in compliance with all data privacy, security and other applicable laws. "Client Information" means any contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any client, including any information deemed "personal information" under applicable law. As used in this Agreement, the term "client" refers to any person or entity (i) included on any marketing or customer lists you develop or use; (ii) who has purchased or purchases training services or products at the Facility; or (iii) whom you have solicited to purchase any training services or products at or from the Facility. We own all Client Information and may use the Client Information as we deem appropriate, including sharing it with our affiliates.

Without limiting the foregoing, you agree to comply with applicable law in connection with your collection, storage and your use and our use of such Client Information, including, if required under applicable law, obtaining consents from client to our and our affiliates' use of the Client Information. You must comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Laws"), as well as data privacy and security policies, procedures and other requirements we may periodically establish. You must notify us immediately of any suspected data breach at or in connection with the Facility or the business operated at the Facility. You must fully cooperate with us and our counsel in determining the most effective way to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You are responsible for any financial losses you incur or remedial actions that you must take as a result of breach of security or unauthorized access to Client Information in your control or possession.

L. Participation in Internet Websites or Other Online Communications. We may require you, at your expense, to participate in our ALLOY website on the Internet, our intranet system or extranet system or other online communications as we may require. We have the right to determine the content and use of our website and intranet or extranet system and will establish the rules under which franchisees may or must participate. You may not separately register any

domain name containing any of the Trademarks, participate in any website (including any social media platform) that markets goods and services similar to a ALLOY facility, or operate a website or social media site for your Facility that does not link to our website and/or that we do not approve. We will provide you with template websites to be used only in accordance with our standards and will list your Facility on our primary website. We retain all rights relating to our website and intranet system and may alter or terminate our website, extranet system or intranet system. Your general conduct on our website and intranet and extranet systems or other online communications and specifically your use of the Trademarks or any advertising is subject to the provisions of this Agreement. In particular, you shall not either directly or indirectly create, develop, maintain, and/or use your own website, blog, vlog, social network, or other on-line venue or communication on the Internet using any of the Trademarks, or otherwise use any of the Trademarks on the Internet in any other manner including for search engine advertising purposes without our prior written consent. You acknowledge that certain information related to your participation in our website or intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our website and intranet or extranet system, or otherwise use the Trademarks or System on the Internet or other online communications, will terminate when this Agreement expires or terminates.

M. System Modifications. You acknowledge and agree that we have the right to modify, add to or rescind any requirement, standard or specification that we prescribe under this Agreement to adapt the System to changing conditions competitive circumstances, business strategies, business practices and technological innovations and other changes as we deem appropriate. You must comply with these modifications, additions or rescissions at your expense, subject to any express limitations set forth in this Agreement.

N. Suggested Pricing Policies. You generally have the right to establish prices for the training services and related services and products you offer and sell at your Business. We may, from time to time, suggest prices for the training services and related services and products you offer and sell. We do, however, have the right to modify the System to give us the right to establish prices for such training services and related services and products, both minimum and maximum. Any such modification will be in writing. Unless we so modify the System, any list or schedule of prices we furnish to you is a recommendation only and any decision you make to accept or reject the suggestion will not in any way affect the relationship between you and us.

PERSONNEL AND SUPERVISION STANDARDS

7. The following provisions and conditions control with respect to personnel, training and supervision:

A. Supervision. During the term of this Agreement, you (if Franchisee is an individual), or your Operating Partner (if Franchisee is a legal entity), or your Facility's general manager must devote full time and best efforts to the management and operation of your Facility and provide direct, on-site supervision of the Facility. Any general manager or replacement manager(s) you hire must complete our training as described in subparagraphs 7.B – 7.E. Any general manager(s) or replacement manager(s) you hire must meet the applicable training requirements. The use of a general manager in no way relieves you of your obligations to comply with this Agreement and to ensure that the Facility is properly operated.

B. Training. You must comply with all of the training requirements we prescribe for the Facility to be developed under this Agreement. You (or if Franchisee is a legal entity, one of your

Operating Partner) must complete our initial training program to our satisfaction prior to opening your Facility. It then is solely your responsibility to ensure that your employees are properly trained.

We will provide the initial training program to a maximum of three people without charging you a fee. You, however, are responsible for paying all costs and expenses, including salaries, hotel and transportation costs, for all persons to attend our training program. You may send more than three people to our initial training program, but we reserve the right to charge you our then-current additional training fee each additional person who attends our initial training program. You will be responsible for paying all costs and other daily expenses for any additional person who attends our initial training program.

In the event you are given notice of default as set forth in subparagraphs 13.A and B, and the default relates, in whole or in part, to your failure to meet any operational standards, we have the right to require as a condition of curing the default that you and your manager, at your expense, comply with the additional training requirements we prescribe. Any new manager you hire must comply with our training requirements within a reasonable time as we specify. Under no circumstances may you permit the management of the Facility's operation on a regular basis by a person who has not successfully completed to our reasonable satisfaction all applicable training we require.

Additionally, prior to and after the opening of your Facility, we will provide you with up to 3 days of on-site opening assistance. If you request additional days of on-site training or if we determine that it is necessary to provide you with more on-site training we may require you to pay to us for each additional on-site training day at our then-current daily on-site training fee. You are responsible for paying all hotel and travel costs and expenses we incur in providing you with this onsite training.

C. Ongoing Training. We may require you, your manager and other key employees of the Facility to attend, at your expense, ongoing training at our training facility, the Facility or other location we designate. If you request training in addition to the initial training program identified above, you must pay to us our then-current daily training fee plus expenses.

We will provide you with technical assistance and support through the telephone and provide ongoing communication and support and updates to the Operations Manual.

D. Staffing. You will employ a sufficient number of competent and trained employees to ensure efficient service to your customers. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Trademarks in any way shifts any employee or employment related responsibility from you to us.

E. Attendance at Meetings. You must attend, at your expense, all annual franchise conventions we may hold or sponsor and all meetings relating to new training services, new operational procedures or programs, training, facility management, sales or sales promotion, or similar topics. We may charge you a fee in connection with your attendance at any convention or meetings we hold or sponsor. If you are not able to attend a meeting or convention, you must notify us prior to the meeting and must have a substitute person acceptable to us attend the meeting. Any fee we may charge shall be payable by you whether or not you or a substitute person attends the conference or meeting. If you fail to attend three (3) or more annual conventions during the term of this Agreement, we have the right to require you to attend additional training, in addition to any other rights and remedies available to us for your breach of this provision.

BRAND ADVERTISING AND MARKETING

8. You agree to actively promote your Business, to abide by all of our advertising requirements and to comply with the following provisions:

A. Brand Development Fund. You must pay to us a Brand Development Fund Fee as set forth in subparagraph 9.D. All Brand Development Fund Fees will be placed in a Brand Development Fund ("Fund") that we manage. The Fund is not a trust or escrow account, and we have no fiduciary obligation to franchisees with respect to the Fund; provided, however, we will make a good faith effort to expend such fees in a manner that we determine is in the general best interests of the System. We have the right to determine the expenditures of the amounts collected and the methods of marketing, advertising, media employed and contents, terms and conditions of marketing campaigns and promotional programs. Because of the methods used, we are not required to spend a prorated amount on each facility or in each advertising market. We have the right to make disbursements from the Fund for expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns. The disbursements may include payments to us for the expense of administering the Fund, including accounting expenses and salaries and benefits paid to our employees engaged in the advertising functions. If requested, we will provide you an annual unaudited statement of the financial condition of the Fund.

B. Required Local Expenditures and Grand Opening Advertising. You must use your best efforts to promote and advertise the Business and participate in any local marketing and promotional programs we establish from time to time. In addition to the Brand Development Fund Fee, you are required to spend (i) a minimum of $30,000 on approved grand opening advertising and marketing and such other amounts that we may require on a monthly basis, with the required local marketing requirements not to exceed 5% of Gross Sales. Upon our request, you must provide us with itemization and proof of marketing and an accounting of the monies that you have spent for approved grand opening advertising. If you fail to make the required expenditure, we have the right to collect and contribute the deficiency to the Brand Development Fund.

C. Approved Materials. You must use only such marketing materials (including any print, radio, television, electronic, or other media forms that may become available in the future) as we furnish, approve or make available, and the materials must be used only in a manner that we prescribe. Furthermore, any promotional activities you conduct in the Facility or on its premises are subject to our approval. You must submit all advertising and promotional materials to us prior to your use. If we do not respond within 14 days after you submit the proposed advertising materials to us, the advertising materials will be deemed not approved. We will not unreasonably withhold approval of any sales promotion materials or media and activities; provided that they are current, in good condition, in good taste and accurately depict the Trademarks.

D. Advertising Groups/Cooperatives. We have the right to designate local or regional advertising markets and if designated, you must participate in and contribute to any group or cooperative advertising and marketing programs in your designated local or regional market. If established, you must contribute to the amount we designate (or the cooperative designates if a cooperative is established). Each ALLOY facility, including those operated by us or our affiliates within a designated local or regional advertising market (except Special Sites) is a member of the local advertising group or cooperative. We will establish any rules or requirements of any local or regional advertising market (whether in the form of a group or cooperative. Any amounts you contribute to a local or regional advertising group or cooperative will count toward your 5% local marketing requirement.

E. Gift Cards, Certificates and Checks. You must use and honor only system-wide gift cards, certificates and checks that we designate and you must obtain all certificates, cards or checks from an approved supplier.

FEES, REPORTING AND AUDIT RIGHTS

9. You must pay the fees described below and comply with the following provisions:

A. Initial Franchise Fee. You must pay us an Initial Franchise Fee in the amount of set forth on the Data Sheet. The Initial Franchise Fee is a lump sum payment and is due when you sign this Agreement. The Initial Franchise Fee is earned upon receipt and, except as noted below, is nonrefundable.

B. Royalty Fee. In addition to the Initial Franchise Fee, during the full term of this Agreement, or any Interim Period, and in consideration of the rights granted to you, you must pay to us a weekly Royalty Fee equal to 7% of Gross Sales.

C. Brand Development Fund Fee. You must pay to us a weekly Brand Development Fund Fee in an amount equal to 2% of Gross Sales. The Brand Development Fund Fee is separate from any local marketing requirements. The Brand Development Fund Fees are not held by us in trust and will be spent in accordance with subparagraph 8.A of this Agreement.

D. Technology Fee. You must pay to us each week a technology fee (the "Technology Fee") in an amount set forth in the Data Sheet. We will use these fees to fund new and ongoing technology initiatives, as well as technical support and database administration, internet marketing and various corporate technology services. We reserve the right to increase the Technology Fee by an amount of no more than 10% per calendar year in order to recover in part any increase in costs for such services. The monies will be administered by us. The fee will begin when the software is set up and initiated to coincide with training.

E. Computations and Remittances. Except as otherwise stated in this Agreement, all amounts due and owing to us weekly, and will be paid through electronic funds transfer. You also submit the reports required by subparagraph 9.I of this Agreement. We reserve the right to change the due date for any or all amounts. You must certify the computation of the amounts in the manner and form we specify, and you must supply to us any supporting or supplementary materials as we reasonably require to verify the accuracy of remittances. You waive any and all existing and future claims and offsets against any amounts due under this Agreement, which amounts you must pay when due. We have the right to apply or cause to be applied against amounts due to us or any of our affiliates any amounts that we or our affiliates may hold from time to time on your behalf or that we or our affiliates owe to you.

F. Electronic Transfer of Funds. You must sign our electronic transfer of funds authorization forms, attached as Schedule C, to authorize and direct your bank or financial institution to transfer electronically directly to our account or our affiliates' account and to charge to your account all amounts due to us or our affiliates. You must maintain a balance in your account sufficient to allow us and our affiliates to collect the amounts owed when due. You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph.

G. Interest Charges; Late Fees. Any and all amounts that you owe to us or to our affiliates will bear interest at the rate of 12% per annum or the maximum contract rate of interest

permitted by governing law, whichever is less, from and after the date of accrual. In addition to interest charges on late Royalty Fee and Brand Development Fund Fee payments, you must pay to us a service charge of $100 for each delinquent report or payment that you owe to us under this Agreement. A payment is delinquent for any of the following reasons: (i) we do not receive the payment on or before the date due; or (ii) there are insufficient funds in your bank account to collect the total payment by a transfer of funds on or after the date due. The service charge is not interest or a penalty, it is only to compensate us for increased administrative and management costs due to late payment.

H. Financial Planning and Management. You must keep books and records and submit reports as we periodically require, including but not limited to a monthly profit plan, monthly balance sheet and monthly statement of profit and loss, records of prices and special sales, check registers, purchase records, invoices, sales summaries and inventories, sales tax records and returns, payroll records, cash disbursement journals and general ledgers, all of which accurately reflect the operations and condition of your Facility operations. You must compile, keep and submit to us the books, records and reports on the forms and using the methods of bookkeeping and accounting as we periodically may prescribe. The records that you are required to keep for your Facility must include detailed daily sales, cost of sales, and other relevant records or information maintained in an electronic media format and methodology we approve. You must provide this information to us according to reporting formats, methodologies and time schedules that we establish from time to time. You also must preserve and retain the books, records and reports for not less than 36 months. You must allow us electronic and manual access to any and all records relating to your Facility.

I. Reports and Audit. Each week you must submit to us a report of your Gross Sales with respect to the preceding week on the day and in the form and content as we periodically prescribe. The weekly report or other reports that we may require will include, but not be limited to, the following information for the preceding the applicable reporting period: (i) amount of Gross Sales and gross receipts of the Facility, amount of sales tax and the computation of the Royalty Fee and the Brand Development Fund Fee; (ii) copies of your most recent sales tax return, sales summary and monthly balance sheet and statement of profit and loss, including a summary of your costs for utilities, labor, rent and other material cost items; and (iii) if requested by us to verify your Gross Sales, all such books and records as we may require under our audit policies published from time to time. You also must, at your expense, submit to us within 90 days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year. We may require that the annual financial statements be reviewed by a certified public accountant. You must certify all reports to be true and correct.

We or our authorized representative have the right at all times during the business day to enter the premises where your books and records relative to the Facility are kept and to evaluate, copy and audit such books and records. We also have the right to request information from your suppliers and vendors. In the event that any such evaluation or audit reveals any understatement of 3% or more of your Gross Sales, you must pay for the audit, and in addition to any other rights we may have, we have the right to conduct further periodic audits and evaluations of your books and records as we reasonably deem necessary for up to 3 years thereafter and any further audits and evaluations will be at your sole expense, including, without limitation, professional fees, travel, and room and board expenses directly related thereto. Furthermore, if you intentionally understate or underreport Gross Sales at any time, or if a subsequent audit or evaluation conducted within the 3-year period reveals any understatement of your Gross Sales of 3% or more, in addition to any other remedies provided for in this Agreement, at law or in equity, we have the right to terminate this Agreement immediately. In order to verify the information that you supply, we have the right to reconstruct your sales through the inventory extension method or any other reasonable method of analyzing and reconstructing sales. You agree to accept

any such reconstruction of sales unless you provide evidence in a form satisfactory to us of your sales within a period of 14 days from the date of notice of understatement or variance. You must fully cooperate with us or our representative in performing these activities and any expenses incurred by us from your lack of cooperation shall be reimbursed by you.

YOUR OTHER OBLIGATIONS; NONCOMPETE COVENANTS

10. You agree to comply with the following terms and conditions:

A. Payment of Debts. You agree to pay promptly when due: (i) all payments, obligations, assessments and taxes due and payable to us and our affiliates, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your business; (ii) all liens and encumbrances of every kind and character created or placed upon or against any of the property used in connection with the Facility or business; and (iii) all accounts and other indebtedness of every kind incurred by you in operating the Business. In the event you default in making any such payment, we are authorized, but not required, to pay the same on your behalf and you agree promptly to reimburse us on demand for any such payment.

You also will pay all federal, state and local taxes, other than taxes as assessed on our income, that may be imposed on us as the result of our receipt or accrual of the Initial Franchise Fee, the Royalty Fees, the Brand Development Fund Fees, or other fees referenced in this Agreement, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you shall pay us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

B. Indemnification. You waive all claims against us for damages to property or injuries to persons arising out of the operation of your Business. You must fully protect, indemnify and hold us and our owners, directors, officers, insurers, successors and assigns and our affiliates harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your Business (regardless of cause or any concurrent or contributing fault or negligence of us or our affiliates) or any breach by you or your failure to comply with the terms and conditions of this Agreement, although your indemnification obligations under this subparagraph 10.B do not cover claims solely related to our willful misconduct. We also reserve the right to select our own legal counsel to represent our interests, and you must reimburse us for all our costs and all attorneys' fees immediately upon our request as they are incurred.

It is the intention of the parties to this Agreement that we should not be deemed a joint employer with you for any reason; however, if we incur any cost, loss or damage as a result of any actions or omissions of you or your employees, including any that relate to any party making a finding of any joint employer status, you will fully indemnify us for any such loss.

C. Insurance. You must purchase and maintain in full force and effect, at your expense and from a company we accept, insurance that insures both you and us, our affiliates and any other persons we designate by name. The insurance policy or policies must be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by us from time to time, and, at a minimum, must include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in

writing): (i) "special" causes of loss coverage forms (sometimes called "All Risk Coverage" or "All Peril Coverage") on the Facility, facility improvements and all furniture, fixtures, equipment, supplies and other property used in the operation of the Facility, for full repair and replacement value, except that an appropriate deductible clause is permitted; (ii) business interruption insurance covering a minimum of 12 months loss of income, including coverage for our Royalty Fees (for example, in the event of a fire or destruction of the premises, the insurance must cover our average royalty payments (based on the previous 12-month timeframe, or if a shorter timeframe, the total operating timeframe for the facility) during the rebuilding process); (iii) comprehensive general liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate; (iv) personal and advertising injury insurance with minimum limits of $2,000,000 per occurrence; (v) fire damage coverage in an amount sufficient to cover the replacement costs of the Facility equipment, improvements and betterments; (vi) medical expense coverage in the amount of $10,000 to $25,000; (vii) workers' compensation insurance covering all of your employees; (viii) employers liability insurance with contingent liability; (ix) umbrella liability insurance; (x) automobile liability insurance; xi) "Per Location" aggregate limits when multiple facility locations are insured under one comprehensive general liability and umbrella liability policy(cies); (xii) Alloy Personal Training, LLC and its affiliates are named as additional insureds on all liability policies required by this subparagraph; (xiii) severability of interests and/or separation of insureds provisions must be included in the liability policies and an endorsement is required providing that the franchisee's insurance is primary with respect to any insurance policy carried by Alloy Personal Training, LLC and its affiliates and any insurance maintained by Alloy Personal Training, LLC or its affiliates is excess and non-contributing; (xiv) a waiver of subrogation endorsement must be obtained; and (xv) any other such insurance coverages or amounts as we may designate or as required by law or other agreement related to the Facility.

The insurance coverages referenced in (iii), (iv), (vi), (vii), (viii), (ix), (x), (xi), (xii) and (xiii) must commence as of the date you sign this Agreement. The insurance coverages referenced in (i), (ii) and (v) of this subparagraph must commence as of the date construction begins at the Facility. You must deliver to us at commencement and annually or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this subparagraph. The insurance certificate must show our status as an additional insured and provide that we will be given 30 days' prior written notice of a material change in or termination or cancellation of the policy. We also may request copies of all policies. We may from time to time modify the required minimum limits and require additional insurance coverages, by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the ALLOY system, standards of liability and higher damage awards. If you do not procure and maintain the required insurance coverage required by this Agreement, we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice.

D. Noncompete Covenants. You agree that you will receive valuable training, Confidential Information and goodwill that you otherwise would not receive or have access to but for the rights licensed to you under this Agreement. You therefore agree to the following noncompetition covenants:

1. Unless otherwise specified, the term "you" as used in this subparagraph 10.D includes, collectively and individually, all Owners, guarantors, officers, directors, members, managers, partners, as the case may be, and holders of any ownership interest in you and any immediate family members of same including spouses and children. We may require you to obtain from your manager and other individuals identified in the preceding

sentence a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this subparagraph 10.D.

2. You covenant that during the term of this Agreement or during any Interim Period you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any Competitive Business.

3. You covenant that you will not, for a period of two years after the expiration or termination of this Agreement, or after the expiration of any Interim Period, regardless of the cause of termination, or within two years of the sale of the Facility or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in a Competing Business:

a. At the premises of the former Facility;

b. Within 15 miles of the Facility; or

c. Within 15 miles of any other business or facility using the ALLOY System, whether franchised or owned by us or our affiliates.

For purposes of this Section 10.D, a Competing Business includes any facility or business which includes offering personal training services in a one-on-one or group setting.

4. You agree that the length of time in subpart (3) will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

TRANSFER OF FRANCHISE

11. You agree that the following provisions govern any transfer or proposed transfer:

A. Transfers. We have entered into this Agreement with specific reliance upon your financial qualifications, experience, skills and managerial qualifications as being essential to the satisfactory operation of the Facility. Consequently, neither your interest in this Agreement nor in the Facility may be transferred or assigned to or assumed by any other person or entity (the "assignee"), in whole or in part, unless you have first tendered to us the right of first refusal to acquire this Agreement in accordance with subparagraph 11.F, and, if we do not exercise such right, unless our prior written consent is obtained, the transfer fee provided for in subparagraph 11.C is paid, and the transfer conditions described in subparagraph 11.D are satisfied. Any sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the business to a person or entity who shares in the losses or profits of the business in a manner other than as an employee will be considered a transfer for purposes of this Agreement. Specifically, but without limiting the generality of the foregoing, the following events constitute a transfer and you must comply with the right of first refusal, consent, transfer fee, and other transfer conditions in this Paragraph 11:

1. Any change in the percentage of the franchisee entity owned, directly or indirectly, by any Owner (including any addition or deletion of any person or entity who qualifies as an Owner) that results in a 20% or more change of ownership interest;

2. Any change in the general partner of a franchisee that is a general, limited or other partnership entity;

3. For purposes of this subparagraph 11.A, a pledge or seizure of any ownership interests in you or in any Owner that affects the ownership of 20% or more of you or any Owner, which we have not approved in advance in writing; or

4. Any grant of a security interest in, or otherwise encumbrance of, any of the assets or securities of you, including the Facility unless you satisfy our requirements. Such requirements may include execution of an agreement by the secured party in which it acknowledges the creditor's obligations, and agrees that in the event of any default by you under any documents related to the security interest, we shall have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure your default; and, in the event we exercise such option, any acceleration of indebtedness due to your default shall be void.

In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or the business conducted hereunder, such person first must notify us, tender the right of first refusal provided for in subparagraph 11.F, and if we do not exercise such right, must apply for and obtain our consent to the transfer, pay the transfer fee provided for in subparagraph 11.C, and satisfy the transfer conditions described in subparagraph 11.D. In addition, you or the assignee must pay the attorneys' fees and costs that we incur in any bankruptcy or insolvency proceeding pertaining to you.

You may not place in, on or upon the location of the Facility, or in any communication media or any form of advertising, any information relating to the sale of the Facility or the rights under this Agreement, without our prior written consent.

B. Consent to Transfer. We will not unreasonably withhold our consent to transfer, provided we determine that all of the conditions described in this Paragraph 11 have been satisfied. Application for our consent to a transfer and tender of the right of first refusal provided for in subparagraph 11.F must be made by submission of our form of application for consent to transfer, which must be accompanied by the documents we request and other required information. The application must indicate whether you or an Owner proposes to retain a security interest in the property to be transferred. No security interest may be retained or created, however, without our prior written consent and except upon conditions acceptable to us. Any agreement used in connection with a transfer will be subject to our prior written approval, which approval will not be withheld unreasonably. You immediately must notify us of any proposed transfer and must submit promptly to us the application for consent to transfer and any other required documents and information. Any attempted transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void, your interest in this Agreement will be voluntarily abandoned, and it will provide us with the right to elect either to deem you in default and terminate this Agreement or to collect from you and the guarantors a transfer fee equal to two times the transfer fee provided for in subparagraph 11.C.

C. Transfer Fee. You must pay to us a transfer fee in the amount of $7,500. The transfer fee is nonrefundable even if, for any reason, the proposed transfer does not occur.

D. Conditions of Transfer. We condition our consent to any proposed transfer, whether to an individual, a corporation, a partnership or any other entity upon the following:

1. Assignee Requirements. The assignee must meet all of our then-current requirements for our ALLOY franchise program we are offering at the time of the proposed transfer and sign our then-current form of franchise agreement modified to reflect the term remaining under this Agreement.

2. Payment of Amounts Owed. All amounts owed by you to us, or any of our affiliates, your suppliers or any landlord for the Facility premises and Facility, or upon which we or any of our affiliates have any contingent liability must be paid in full.

3. Reports. You must have provided all required reports to us in accordance with subparagraphs 9.H and I.

4. Modernization. You must have complied with the provisions of subparagraph 5.E.

5. Guarantee. In the case of an installment sale for which we have consented to you or any Owner retaining a security interest or other financial interest in this Agreement or the business operated thereunder, you or such Owner, and the guarantors, are obligated to guarantee the performance under this Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

6. General Release. You, each Owner and each guarantor must sign a general release of all claims arising out of or relating to this Agreement, your Facility or the parties' business relationship, in the form we designate, releasing us and our affiliates.

7. Training. The assignee must, at your or assignee's expense, comply with the training requirements of subparagraph 7.B.

8. Financial Reports and Data. We have the right to require you to prepare and furnish to assignee and/or us such financial reports and other data relating to the Facility and its operations reasonably necessary or appropriate for assignee and/or us to evaluate the Facility and the proposed transfer. You agree that we have the right to confer with proposed assignees and furnish them with information concerning the Facility and proposed transfer without being held liable to you, except for intentional misstatements made to an assignee. Any information furnished by us to proposed assignees is for the sole purpose of permitting the assignees to evaluate the Facility and proposed transfer and must not be construed in any manner or form whatsoever as a financial performance representation or claims of success or failure.

9. Other Conditions. You must have complied with any other conditions that we reasonably require from time to time as part of our transfer policies.

E. Death, Disability or Incapacity. If any individual who is an Owner dies or becomes disabled or incapacitated and the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as an Owner, such person or entity must apply for our consent under

subparagraph 11.B, pay the applicable transfer fee under subparagraph 11.C, and satisfy the transfer conditions under subparagraph 11.D, as in any other case of a proposed transfer, all within 90 days of the death or event of disability or incapacity. During any transition period to an heir or successor-in-interest, the Facility still must be operated in accordance with the terms and conditions of this Agreement. If the assignee of the decedent or disabled or incapacitated person is the spouse or child of such person, no transfer fee will be payable to us and we will not have a right of first refusal as set forth in subparagraph 11.F.

F. Right of First Refusal. If you propose to transfer or assign this Agreement or your interest herein or in you or the business, in whole or in part, to any third party, including, without limitation, any transfer contemplated by subparagraph 11.E or any transfer described in subparagraph 11.A, you first must offer to sell to us your interest under the same general terms. In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing in a form that is acceptable to us, signed by the offeror and by you, of the terms of the offer. In the event the proposed transfer results from a transfer under subparagraphs 11.A.1 through 11.A.3, or your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, you first must offer to sell to us your interest in this Agreement and the land, building, equipment, furniture and fixtures, and any leasehold interest used in the operation of your Facility. Unless otherwise agreed to in writing by us and you, the purchase price for our purchase of assets in the event of a transfer that occurs by a transfer under subparagraphs 11.A.1 through 11.A.3 or insolvency or bankruptcy filing will be established by a qualified appraiser selected by the parties and in accordance with the price determination formula established in subparagraph 14.B (the formula that includes the value of any goodwill of the business) in connection with an asset purchase upon expiration. In addition, unless otherwise agreed to in writing by us and you, the transaction documents, which we will prepare, will be those customary for this type of transaction and will include representations and warranties then customary for this type of transaction. If the parties cannot agree upon the selection of such an appraiser, a Judge of the United States District Court for the District in which the Facility is located will appoint one upon petition of either party.

You or your legal representative must deliver to us a statement in writing incorporating the appraiser's report and all other information we have requested. We then have 30 days from our receipt of the statement setting forth the third-party offer or the appraiser's report and other requested information to accept the offer by delivering written notice of acceptance to you. Our acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to us; provided, however, we have the right to substitute equivalent cash for any noncash consideration included in the offer. If we fail to accept the offer within the 30-day period, you will be free for 60 days after such period to effect the disposition described in the statement delivered to us provided such transfer is in accordance with this Paragraph 11. You may effect no other sale or assignment of you, this Agreement or the business without first offering the same to us in accordance with this subparagraph 11.F.

G. Transfer by Us. We have the right to sell or assign, in whole or in part, our interest in this Agreement.

DISPUTE RESOLUTION

12. The following provisions apply with respect to dispute resolution:

A. Mediation; Arbitration.

(i) Except for disputes that involve injunctive relief or specific performance actions covered under subsection 12.B and prior to either party filing arbitration, the parties agree to mediate any dispute between you and us or any of our or your affiliates, including, without limitation, your owners and guarantors, arising under, out of, in connection with or in relation to this Agreement, or the Facility or Authorized Location, the parties' relationship, or the business; provided that the party seeking mediation must notify the other party of its intent to mediate prior to the termination of this Agreement. Mediation will be conducted in the county in which our headquarters are then located (currently, Roswell, Georgia), or at such other place as may be mutually agreeable to the parties, by a mediator or mediation program agreed to by the parties. Persons authorized to settle the dispute must attend any mediation session. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures. If not resolved within 30 days, or if one party refuses to participate in mediation as outlined herein, the parties are free to pursue arbitration. Mediation is a compromise negotiation for purposes of the federal and state rules of evidence, and the entire process is confidential. The parties agree that each party will pay fifty percent (50%) of the total of mediation fees and all costs associated with mediation.

(ii) Except as qualified below in subparagraph 12.B and subject to the mediation obligation set forth above, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or your Facility or Facility must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. The arbitration must take place in the city of our then-current headquarters. The arbitrator must follow the law and not disregard the terms of this Agreement or disregard the law based on principles of justice or equity which are not a specific part of the applicable law. The arbitrator must have at least 5 years of significant experience in franchise law. A judgment may be entered upon the arbitration award by any state or federal court in the state where we maintain our headquarters or the state where your Facility is located. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set.

This arbitration provision is self-executing. Specifically, the arbitration may proceed, and the arbitrator has jurisdiction, regardless of whether any party fails to actively participate or appear. In the event that any party fails without good cause (i) to appear at any properly noticed arbitration proceeding; or (ii) to make payment in full of its share of the required arbitration fees and costs within ten (10) days after notice and demand, absent a previously issued court order to the contrary, then the arbitrator or the organization/entity administering the arbitration shall be authorized to enter a final award against such party in the nature of a default judgment or otherwise, notwithstanding the failure to appear or to make the required payment.

B. Exceptions to Arbitration. Notwithstanding Sections 12.A, the parties agree that the following claims will not be subject to arbitration:

1. any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder.

2. any action in ejectment or for possession of any interest in real or personal property.

D. Costs of Enforcement, Defense and Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for the Facility or Facility, or the business will be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accounting and attorneys' fees (whether such fees be incurred by outside counsel or a staff attorney), expert witness fees, arbitration administrative charges, arbitrator's compensation, and any other costs and expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce the obligations of this Agreement. Further, if we incur expenses in connection with your failure to pay when due amounts owing to us; to submit when due any reports, information or supporting records; failure to comply with post-termination obligations, including the covenant not to compete; or any other failure to comply with this Agreement, you shall reimburse us for any such costs and expenses which we incur including but not limited to attorneys' and accounting fees and collection agency fees.

DEFAULT AND TERMINATION

13. The following provisions apply with respect to default and termination:

A. Defaults. You are in default if we determine that you or any Owner or guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our affiliates, which without limiting the generality of the foregoing includes making any false report to us, intentionally understating or underreporting or failure to pay when due any amounts required to be paid to us or any of our affiliates, conviction of you, an Owner, or a guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair your reputation or the goodwill of any of the Trademarks or the Facility, any felony, filing of tax or other liens that may affect this Agreement, voluntary or involuntary bankruptcy by or against you or any Owner or guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.

B. Termination by Us. We have the right to terminate this Agreement in accordance with the following provisions:

1. Termination After Opportunity to Cure. Except as otherwise provided in this subparagraph 13.B or elsewhere in the Agreement: (i) you will have 30 days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have 10 days to cure those defaults; (ii) your failure to cure a default within the 30-day or 10-day period will provide us with good cause to terminate this Agreement; (iii) the

termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination; and (iv) the termination will be effective immediately upon our issuance of the written notice of termination.

2. Immediate Termination With No Opportunity to Cure. In the event any of the following defaults occurs, you will have no right or opportunity to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination:

i. any material misrepresentation or omission in your franchise application;

ii. your voluntary abandonment of this Agreement or the Facility which shall include, but not be limited to, your Facility being closed for a period of five consecutive days without our prior written consent;

iii. the loss of your lease, the failure to timely cure a default under the lease, the loss of your right of possession or failure to reopen or relocate under subparagraph 5.D;

iv. the closing of the Facility by any state or local authorities for health or public safety reasons;

v. failure to locate a site for your Facility within 180 days after signing this Agreement or your failure to open the Facility within 365 days after signing this Agreement;

vi. any unauthorized use of the Confidential Information;

vii. failure to maintain required insurance as required in subparagraph 10.C;

viii. insolvency of you, an Owner, or guarantor, you, an Owner, or guarantor making an assignment or entering into any similar arrangement for the benefit of creditors;

ix. any default under this Agreement that materially impairs the goodwill associated with any of the Trademarks;

x. conviction of you, any Owners, or guarantors of (or pleading no contest to) any felony regardless of the nature of the charges, or any misdemeanor that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair your reputation or the goodwill of the Trademarks or the Facility;

xi. intentionally understating or underreporting Gross Sales, Royalty Fees or Marketing Contributions or any understatement or 3% variance on a subsequent audit within a 3 year period under subparagraph 9.H;

xii. violation by you of the provisions of subparagraph 15.Q;

xiii. any unauthorized transfer or assignment in violation of Paragraph 11; or

xiv. any default by you that is the second same or similar default within any 12-month consecutive period or the fourth default of any type within any 24-month consecutive period.

3. Immediate Termination After No More than 24 Hours to Cure. In the event that a default under this Agreement occurs that violates any health safety or sanitation law or regulation, violates any system standard as to food handling, cleanliness, health and sanitation, or if the operation of the Facility presents a health or safety hazard to your customers or to the public: (i) you will have no more than 24 hours after we provide written notice of the default to cure the default; and (ii) if you fail to cure the default within the 24 hour period, this Agreement will terminate effective immediately on our issuance of written notice of termination.

4. Effect of Other Laws. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise supersede any provision of this Agreement that is less favorable to you.

C. Termination by You. You may terminate this Agreement as a result of a breach by us of a material provision of this Agreement provided that: (i) you provide us with written notice of the breach that identifies the grounds for the breach; and (ii) we fail to cure the breach within 30 days after our receipt of the written notice. If we fail to cure the breach, the termination will be effective 60 days after our receipt of your written notice of breach. Your termination of this Agreement under this Paragraph will not release or modify your Post-Term obligations under Paragraph 14 of this Agreement.

POST-TERM OBLIGATIONS

14. Upon the expiration or termination of this Agreement, or the expiration of any Interim Period:

A. Reversion of Rights; Discontinuation of Trademark Use. All of your rights to the use of the Trademarks and all other rights and licenses granted herein and the right and license to conduct business under the Trademarks at the Facility will revert to us without further act or deed of any party. All of your right, title and interest in, to and under this Agreement will become our property. Upon our demand, you must assign to us or our assignee your remaining interest in any lease then in effect for the Facility (although we will not assume any past due obligations). You must immediately comply with the post-term noncompete obligations under subparagraph 10.D, cease all use and display of the Trademarks and of any proprietary material (including the Operations Manual), assign all right, title and interest in the telephone numbers for the Facility and cancel or assign, at our option, any assumed name rights or equivalent registrations filed with authorities. You must pay all sums due to us, our affiliates or designees and all sums you owe to third parties that have been guaranteed by us or any of our affiliates. You must immediately return to us, at your expense, all copies of the Operations Manual, Confidential Information, and product preparation materials then in your possession or control or previously disseminated to your employees and continue to comply with the confidentiality provisions of subparagraph 6.J. You must promptly at your expense and subject to subparagraph 14.B, remove or obliterate all Facility signage, displays or other materials (electronic or tangible) in your possession at the Facility or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks and so alter the appearance of the Facility as to differentiate the Facility unmistakably from duly licensed facilities identified by the Trademarks. If, however, you refuse to comply with the provisions of the preceding sentence within 30 days, we have the right to enter the Facility and remove all Facility signage, displays or other materials in your possession at the Facility or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks, and you must reimburse us for our costs incurred. Notwithstanding the foregoing, in the event of expiration or termination of this Agreement (or the expiration of any Interim Period), you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and

us or our affiliates that expressly or by their nature survive the expiration or termination of this Agreement.

B. Purchase Option. We have the right to purchase or designate a third party that will purchase all or any portion of the assets of your Facility that are owned by you or any of your affiliates including, without limitation, the premises, building, equipment, fixtures, signage, furnishings, supplies, leasehold improvements, and inventory of the Facility at a price determined by a qualified appraiser (or qualified appraisers if one party believes it is better to have a real estate appraiser appraise the value of the land and building and a business appraiser appraise the Facility's other assets) selected with the consent of both parties, provided we give you written notice of our preliminary intent to exercise our purchase rights under this Paragraph within 30 days after the date of the expiration or termination of this Agreement, or the expiration of any Interim Period. If the parties cannot agree upon the selection of an appraiser(s), one or both will be appointed by a Judge of the United States District Court for the District in which the Facility is located upon petition of either party.

The price determined by the appraiser(s) will be the reasonable fair market value of the assets based on their continuing use in, as, and for the operation of a ALLOY Facility and the appraiser will designate a price for each category of asset (e.g., land, building, equipment, fixtures, etc.), but shall not include the value of any goodwill of the business, as the goodwill of the business is attributable to the Trademarks and the System.

Within 30 days after our receipt of the appraisal report, we or our designated purchaser will identify the assets, if any, that we intend to purchase at the price designated for those assets in the appraisal report. We or our designated purchaser and you will then proceed to complete and close the purchase of the identified assets, and to prepare and execute purchase and sale documents customary for the assets being purchased, in a commercially reasonable time and manner. We and you will each pay one-half of the appraiser's fees and expenses. Our interest in the assets of the Facility that are owned by you or your affiliates will constitute a lien thereon and may not be impaired or terminated by the sale or other transfer of any of those assets to a third party. Upon our or our designated purchaser's exercise of the purchase option and tender of payment, you agree to sell and deliver, and cause your affiliates to sell and deliver, the purchased assets to us or our designated purchaser, free and clear of all encumbrances, and to execute and deliver, and cause your affiliates to execute and deliver, to us or our designated purchaser a bill of sale therefor and such other documents as may be commercially reasonable and customary to effectuate the sale and transfer of the assets being purchased.

If we do not exercise our option to purchase under this subparagraph, you may sell or lease the Facility premises to a third party purchaser, provided that your agreement with the purchaser includes a covenant by the purchaser, which is expressly enforceable by us as a third party beneficiary, pursuant to which the purchaser agrees, for a period of 2 years after the expiration or termination of this Agreement, or the expiration of any Interim Period, not to use the premises for the operation of a business that has a method of operation similar to that employed by our company-owned or franchised facilities.

C. Claims. You and your Owners and guarantors may not assert any claim or cause of action against us or our affiliates relating to this Agreement or the ALLOY business after the shorter period of the applicable statute of limitations or one year following the date upon which a party discovered or should have discovered the facts giving rise to the claim,; provided that where the one-year limitation of time is prohibited or invalid by or under any applicable law, then and in that event no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations.

GENERAL PROVISIONS

15. The parties agree to the following provisions:

A. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

B. Waiver/Integration. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify the Schedules and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us.

This Agreement together with all schedules, addenda and appendices to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document we furnished to you.

You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

C. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or termination, by registered or certified mail, and addressed as follows:

1. If intended for us, addressed to:

Alloy Personal Training, LLC
2500 Old Alabama Road, Suite 24
Roswell, Georgia 30076

2. If intended for you, addressed to you at the address set forth on the Data Sheet or at the Facility; or,

in either case, to such other address as may have been designated by written notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

D. Authority. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents.

E. References. If the franchisee is 2 or more individuals, the individuals are jointly and severally liable, and references to you in this Agreement includes all of the individuals. Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement.

F. Guarantee. All persons owning an interest in Franchisee that is a corporation, limited liability company, partnership or other legal entity must execute the form of undertaking and guarantee at the end of this Agreement. Any person or entity that at any time after the date of this Agreement that becomes an owner pursuant to the provisions of Paragraph 11 or otherwise must execute the form of undertaking and guarantee at the end of this Agreement.

G. Successors/Assigns. Subject to the terms of Paragraph 11 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

H. Interpretation of Rights and Obligations. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. Subject to our rights under federal trademark laws, including the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et. seq.) or other federal law and the parties' rights under the Federal Arbitration Act in accordance with Paragraph 12 of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Georgia, except that any Georgia franchise laws apply only in the event you are an Georgia resident or the Facility is in Georgia.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the requirements of subparagraph 5.E and other express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will

promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

I. Venue. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Paragraph 12, must be brought in the state or federal district court with jurisdiction over the city of our then current headquarters (currently Roswell, Georgia). Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts. The provisions of this subparagraph will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this subparagraph, and with a complete understanding thereof, agree to be bound in the manner set forth.

J. Jury Waiver. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.

K. Waiver of Punitive Damages. You and your affiliates and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained.

L Relationship of the Parties. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence. Without limiting the generality of the foregoing, we shall have no liability in connection with or related to the products or services rendered to you by any third party, even if we required, approved or consented to the product or service or designated or approved the supplier.

M. Force Majeure. In the event of any failure of performance of this Agreement according to its terms by any party, the same will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of said party. Such causes include, but are not limited to, strikes, wars, riots and acts of government except as may be specifically provided for elsewhere in this Agreement.

N. Adaptations and Variances. Complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System. Accordingly, we have the right to vary the System and other standards, specifications, and requirements for any franchised facility or franchisee based upon the customs or circumstances of a particular franchise or operating agreement, site or location, population density, business potential, trade area population, existing business practice, competitive circumstance or any other condition that we deem to be of importance to the operation of such facility, franchisee's business or the System. We are not required to grant to you a like or other variation as a result of any variation from standard services, specifications or requirements granted to any other franchisee. You acknowledge that you are aware that our other franchisees operate under a number of different forms of agreement that were entered into at different times and that, consequently, the obligations and rights of the parties to other agreements may differ materially in certain instances from your rights and obligations under this Agreement.

O. Notice of Potential Profit. We and/or our affiliates may from time to time make available to you or require you to purchase goods, products and/or services for use in your Facility on the sale of which we and/or our affiliates may make a profit. Further, we and/or our affiliates may from time to time receive consideration from suppliers and/or manufacturers in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said profits and/or consideration.

P. Effective Date. We will designate the "Effective Date" of this Agreement in the space provided on the Data Sheet. If no Effective Date is designated on the Data Sheet, the Effective Date is the date when we sign this Agreement. However, as described in subparagraph 5.A, you do not have the right to, and may not, open and commence operation of a Facility at the Authorized Location until we notify you that you have satisfied all of the pre-opening conditions set forth in this Agreement.

Q. Anti-Terrorism Laws. You agree to comply with and/or assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, you certify, represent and warrant that none of your property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that you are not otherwise in violation of any of the Anti-Terrorism Laws. For purpose of this paragraph, "Anti-Terrorism Laws" means Executive Order 13244 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorists acts and acts of war.

You certify that none of your owners, employees, or anyone associated with you is listed in the Annex to Executive Order 13224. (The Annex is available at http://www.treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html.) You agree not to hire any individuals listed in the Annex. You certify that you have no knowledge or information that, if generally known, would result in you or your owners, employees, or anyone associated with you to be listed in the Annex to Executive Order 13224. You will be solely responsible for ascertaining what actions must be taken by you to comply with the Anti-Terrorism Laws, and you specifically acknowledge and agree that your indemnification responsibilities set forth in this Agreement pertain to your obligations under this Section.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement on the dates written below.

FRANCHISEE: (For an Entity)

Date: _____

_____,
a _____
(Please type or print name and type of entity)

By:_____
(Signature of person signing on behalf of entity)

_____
(Please type or print name of person signing on behalf of entity)

Title:_____
(Please type or print title of person signing on behalf of entity)

Witness: _____
(Please type or print)

Signature:_____

FRANCHISEE: (For an Individual)

Date:_____

Name:_____
(Please type or print)

Signature:_____

Witness:_____
(Please type or print)

Signature:_____

Date:_____

Name:_____
(Please type or print)

Signature:_____

Witness:_____
(Please type or print)

Signature:_____

US:

Alloy Personal Training, LLC

Date:_____

By:_____

Title:_____

Schedule A to the Franchise Agreement

Data Sheet

1. **Franchisee:** _____
_____
_____
_____

2. **Owner.** You represent and warrant to us that the following person or entity, and only the following person or entity, will be your Owner(s) with _____ serving in the role as Operating Partner:

Name	Home Address	Percentage of Ownership

3. **Authorized Location.** As stated in subparagraph 2.A of the Franchise Agreement, the Authorized Location is: TBD and an updated Schedule A to be completed once the Authorized Location is determined _____
_____

4. **Designated Area.** As stated in subparagraph 2.A of the Franchise Agreement, the Designated Area is: TBD and an updated Schedule A to be completed once the Authorized Location is determined _____
_____

5. **Adjustments to the Initial Term (if any).** As stated in subparagraph 4.A of the Franchise Agreement, the initial term ends 10 years from the date of this Agreement, subject to any modifications TBD based on the expiration date for the lease of the Authorized Location.

6. **Minimum Performance Standards.** As stated in subparagraph 2.C of the Franchise Agreement, you must achieve a minimum level of Gross Sales annually to retain your territory protection rights, as follows:

Year	Minimum Annual Gross Sales
1	Waived
2 (and for the remainder of the initial term of the Franchise Agreement)	$240,000

We reserve the right, based on an individual franchisee's circumstances, to reduce the minimum annual Gross Sales that franchisee must achieve. If we do this, we are not required to grant you a similar modification.

If you fail to achieve the minimum annual Gross Sales a first time, you must receive additional on-site training and assistance from one of our representatives, at your expense (including payment of our then-current per diem fee plus reimbursement of our representative's expenses). If you fail to achieve the minimum annual Gross Sales a second time, we may again require you to receive additional on-site training and assistance. If you fail to achieve the minimum annual Gross Sales a third time, we may terminate your Franchise Agreement without giving you the opportunity to cure the default. For any year you fail to achieve the minimum annual Gross Sales, you must pay any shortfall of royalty fees for each failure to achieve the minimum annual Gross Sales. The shortfall amount equals 7% of the difference between your actual Gross Sales for the year and $240,000. There is no minimum annual Gross Sales for the first year. The second year will be the 12 month period beginning the first full month after the effective date of the Franchise Agreement and ending 12 months later. Each subsequent year will be determined using the similar 12 month period time frame for that year.

7. **Initial Franchise Fee.** As stated in subparagraph 9.A of the Franchise Agreement, the Initial Franchise Fee is $ _____ .

8. **Technology Fee.** The weekly technology fee is $215.00, which can be increased as set forth in subparagraph 9.D of the Franchise Agreement.

9. **Effective Date:** _____

YOU: _____ WE: Alloy Personal Training, LLC

By: _____ By: _____
Title: _____ Title : _____

Schedule B to the Franchise Agreement

(To be completed when lease is signed)

Addendum to Lease

This Addendum to Lease ("Addendum"), dated _____, 20__, is entered into by and among _____ ("Landlord"), _____ ("Tenant"), and _____ ("Franchisor").

R E C I T A L S

The parties have entered into a Lease Agreement, dated _____, 20__ (the "Lease), pertaining to the premises located at _____ (the "Premises").

The Landlord acknowledges that Tenant intends to operate an ALLOY facility ("Facility") from the Premises pursuant to Tenant's Franchise Agreement with Alloy Personal Training, LLC ("Franchisor") dated _____ (the "Franchise Agreement"), whereby Tenant will utilize the ALLOY name and the ALLOY Marks as Franchisor may designate in the operation of the Facility at the Premises.

Landlord further acknowledges that Franchisor has approved Tenant's request to locate its Facility on the Premises that is the subject of the Lease, provided that the conditions and agreements set forth in this Addendum are made a part of the Lease.

A G R E E M E N T S

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Lease as follows:

1. Remodeling and Decor. Landlord agrees that Tenant has the right to remodel, equip, paint and decorate the interior of the Premises and to display such Marks and signs on the interior and exterior of the Premises as Tenant is reasonably required to do pursuant to the Franchise Agreement and any renewal Franchise Agreement under which Tenant may operate a Facility on the Premises. Any remodel of the building and/or its signs shall be subject to Landlord's prior and reasonable approval.

2. Assignment By Tenant.

(a) Tenant does not have the right to sublease or assign the Lease to any third party without Landlord's and Franchisor's written approval.

(b) So long as Tenant is in good standing under the Lease, Tenant has the right to assign all of its right, title and interest in the Lease to Franchisor or Franchisor's designated affiliate (herein referred to as "Franchisor") during the term of the Lease, including any extensions or renewals, without first obtaining Landlord's consent. No assignment will be effective, however, until Franchisor gives Landlord written notice of its acceptance of the assignment, the effective date of which will be separately agreed to between Landlord and Franchisor. Franchisor will be responsible for the Lease obligations incurred after the effective date of the assignment.

3. Default and Notices to Franchisor.

(a) Landlord shall send Franchisor copies of all notices of default under the Lease at the same time it provides Tenant with such notice. If Tenant fails to cure any defaults within the period specified in the Lease, Landlord shall promptly give Franchisor written notice thereof, specifying the defaults that Tenant has failed to cure. Franchisor has the right to unilaterally assume

the Lease if Tenant fails to cure. Franchisor shall have fifteen (15) days from the date Franchisor receives such notice to exercise, by written notice to Landlord and Tenant, its right for Franchisor or the Franchisor Entity, to assume the Lease. Franchisor shall have an additional thirty (30) days from the expiration of Tenant's cure period in which to cure the default or violation. Franchisor will be responsible for all other Lease obligations incurred after the effective date of the assignment, the date of which will be separately agreed to between Landlord and Franchisor.

4. Termination of Franchise Agreement; Expiration or Non-Renewal of Lease.

(a) If the Franchise Agreement is terminated for any reason during the term of the Lease or any renewal or extension thereof, and if Franchisor desires to assume the Lease, Franchisor shall promptly give Landlord written notice thereof. Within thirty (30) days after receipt of such notice, Landlord shall give Franchisor written notice specifying any defaults of Tenant under the Lease. If Franchisor elects to assume the Lease, Franchisor must cure said defaults consistent with paragraph 3 above.

(b) If the Lease contains term renewal or extension right(s) and if Tenant allows the term to expire without exercising said right(s), Landlord shall give Franchisor written notice thereof, and Franchisor shall have the option, for thirty (30) days after receipt of said notice, to exercise the Tenant's renewal or extension right(s) on the same terms and conditions as are contained in the Lease. If Franchisor elects to exercise such right(s), it shall so notify Landlord in writing, whereupon Landlord and Franchisor shall promptly execute and deliver an agreement whereby the Franchisor assumes the Lease, effective at the commencement of the extension or renewal term.

5. Access to Premises Following Expiration or Termination of Lease. Upon the expiration or termination of the Lease, Landlord will cooperate with and assist Franchisor in gaining possession of the Premises and, if Franchisor does not elect to assume the Lease for the Premises consistent with paragraphs 3 or 4 above, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord except for any damages caused by Franchisor's willful misconduct or gross negligence, to remove all signs and all other items identifying the Premises as an ALLOY Facility and to make such other modifications (such as repainting) as are reasonably necessary to protect the ALLOY Marks and System, and to distinguish the Premises from ALLOY Facilities. In the event Franchisor exercises its option to purchase assets of Tenant, Landlord must permit Franchisor to remove all such assets being purchased by Franchisor.

6. Assumption and Subsequent Assignment By Franchisor. If Franchisor elects to assume the Lease under paragraph 2, or unilaterally assumes the Lease as provided for in paragraphs 3 or 4, Landlord and Tenant agree that:

(a) Tenant will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to the date of assignment and assumption. Further, Tenant shall be and remain liable to Landlord for all of its obligations under the Lease, notwithstanding any assignment or assumption of the Lease by Franchisor. Franchisor shall be entitled to recover from Tenant all amounts it pays to Landlord to cure Tenant's defaults under the Lease, including interest and reasonable collection costs.

(b) Franchisor, upon taking possession of the Premises, shall cure any default specified by Landlord within the timeframes noted herein and shall execute and deliver to Landlord its assumption of Tenant's rights and obligations under the Lease. Franchisor shall pay, perform and be bound by all the duties and obligations of the Lease applicable to Tenant.

(c) At or after the time Franchisor assumes Tenant's interests under the Lease, the Franchisor may, at any time, assign such interests or sublet the Premises to an ALLOY franchisee. Any such assignment shall be subject to the prior written consent of the Landlord, which Landlord

shall not unreasonably withhold as it relates to a creditworthy franchisee who otherwise meets Franchisor's then-current standards and requirements for franchisees and agrees to operate the Facility as an ALLOY Facility pursuant to a Franchise Agreement with Franchisor. Upon receipt by Landlord of an assumption agreement pursuant to which the assignee agrees to assume the Lease and to observe the terms, conditions and agreements on the part of Tenant to be performed under the Lease, the Franchisor shall thereupon be released from all liability as tenant under the Lease from and after the date of assignment, without any need of a written acknowledgement of such release by Landlord.

7. Access to Premises During Lease. As provided in the Franchise Agreement, Franchisor shall have the right to access the Premises during continuance of the Lease to ensure compliance by Tenant with its obligations under the Franchise Agreement.

8. Additional Provisions.

(a) Landlord hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Tenant plans to operate its business and the Tenant would not lease the Premises without this Addendum.

(b) Landlord further acknowledges that Tenant is not an agent or employee of Franchisor and the Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Landlord has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liability of or against Franchisor or any affiliate of Franchisor, unless and until the Lease is assigned to, and accepted in writing by, Franchisor.

(c) All notices to Franchisor required by this Addendum must be in writing and sent by registered or certified mail, postage prepaid, to the following address:

If intended for us, addressed to:

Alloy Personal Training, LLC
2500 Old Alabama Road, Suite 24
Roswell, Georgia 30076

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

9. Conflicts. In the event of a conflict between the terms of the Lease and the terms set forth in this Addendum, the terms set forth herein shall govern. In the event of a conflict between notices provided to Landlord by Tenant and Franchisor, the notices of Franchisor shall prevail.

10. Miscellaneous. Any waiver excusing or reducing any obligation imposed by this Addendum shall be in writing and executed by the party who is charged with making the waiver and shall be effective only to the extent specifically allowed in such writing. The language used in this Addendum shall in all cases be construed simply according to its fair meaning and not strictly for or against any party. Nothing in this Addendum is intended, nor shall it be deemed, to confer any rights or remedies upon any person or entity not a party hereto. This Addendum shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs, and personal representatives of the parties hereto. This Addendum sets forth the entire agreement with regard to the rights of Franchisor, fully superseding any and all prior agreements or understandings between the parties pertaining to the subject matter of this Addendum. This Addendum may only be amended by written agreement duly executed by each party.

IN WITNESS WHEREOF, this Addendum is made and entered into by the undersigned parties as of _____, _____.

LANDLORD: _____

By: _____

Print Name: _____

Title: _____

FRANCHISEE: _____

By: _____

Print Name: _____

Title: _____

FRANCHISOR: _____

By: _____

Print Name: _____

Title: _____

Schedule C to the Franchise Agreement

(To be completed after bank account is set up)

ACH Authorization Forms

STORE NUMBER:

ACH Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your checking or savings account. Just complete and sign this form to get started!

Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking or savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:

I _____ authorize Alloy Personal Training, LLC. to charge my bank
(full name)

account indicated below weekly on Wednesdays for royalties, brand development fund and the technology fee.

Billing Address _____ Phone# _____

City, State, Zip _____ Email _____

Account Type: ☐ Checking ☐ Savings

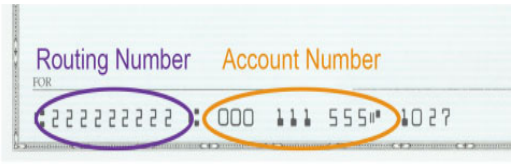
Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____



SIGNATURE _____ DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Alloy Personal Training, LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Alloy Personal Training, LLC may at its discretion attempt to process the charge again within 30 days, and agree to an additional $25 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.

Schedule D to the Franchise Agreement

PERSONAL GUARANTEE AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement by us, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Franchise Agreement, to be paid, kept and performed by the franchisee, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including but not limited to the non-compete provisions in subparagraph 10.D, and agree that this Personal Guarantee will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of this Franchise Agreement.

The undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the franchisee or any other person as a condition of liability.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the franchisee or any other person; and (2) such liability will not be diminished, relieved or otherwise affected by franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Franchise Agreement, or the amendment or extension of the Franchise Agreement with or without notice to the undersigned.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee will inure to the benefit of our successors and assigns.

FRANCHISEE: _____

PERSONAL GUARANTORS:

_____	_____
Individually	Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone

Individually	Individually
Print Name	Print Name
Address	Address
City State Zip Code	City State Zip Code
Telephone	Telephone

Schedule E to the Franchise Agreement

ACKNOWLEDGMENT ADDENDUM TO
ALLOY FRANCHISE AGREEMENT

THIS ACKNOWLEDGEMENT ADDENDUM DOES NOT APPLY TO CANDIDATES LOCATED IN OR BUSINESSES TO BE LOCATED IN ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

As you know, you and we are entering into a Franchise Agreement for the operation of an ALLOY franchise. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Franchise Agreement? Check one: (__) Yes (__) No. If no, please comment:_____

2. Have you studied and reviewed carefully our Disclosure Document and Franchise Agreement? Check one: (__) Yes (__) No. If no, please comment:_____

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one: (__) Yes (__) No. If no, please comment:_____

4. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Disclosure Document? Check one: (__) Yes (__) No. If yes, please state in detail the oral, written or visual claim or representation:_____

5. Has any employee or other person speaking on behalf of Alloy Personal Training, LLC made any written or oral statement or promise concerning the likelihood of success that you should or might expect to achieve from the operation of an ALLOY franchise? Check one: (__) Yes (__) No. If yes, please state in detail the oral, written claim or representation: _____

6. Did any employee or other person speaking on behalf of Alloy Personal Training, LLC make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document? Check one: (__) Yes (__) No. If yes, please comment: _____

7. Except for the financial performance representation in Item 19 of the Disclosure Document, did any employee or other person speaking on behalf of Alloy Personal Training, LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any ALLOY location or business, or the likelihood of success at your franchised business? Check one: (__) Yes (__) No. If yes, please state in detail the oral, written or visual claim or representation: :_____

8. Do you understand that that the franchise granted is for the right to operate a Facility at the Authorized Location only, that you receive no protected territory or exclusive area and that we and our affiliates have the right to issue franchises or operate competing businesses for or at any other location and through alternative channels of distribution? Check one: (__) Yes (__) No. If no, please comment: :_____

9. Do you understand that the Franchise Agreement and Disclosure Document contain the entire agreement between you and us concerning the franchise for the Facility, meaning that any prior oral or written statements not set out in the Franchise Agreement or Disclosure Document will not be binding? Check one: (__) Yes (__) No. If no, please comment:_____

10. Have you had adequate opportunity to discuss the benefits and risks of operating an ALLOY franchise with an attorney, accountant or other professional advisor? Check one: (__) Yes (__) No. If no, please comment. _____

11. Do you understand that there are risks associated with operating an ALLOY franchise and are you comfortable undertaking those risks? Check one: (__) Yes (__) No. If no, please comment: ____

12. Have you conducted your own independent investigation of the ALLOY franchise and have not relied solely upon any oral or written representation about the franchise made by Franchisor, including assessing market conditions and investigation the ALLOY reputation in your geographic area? Check one: (__) Yes (__) No. If no, please comment: _____

13. In conducting your independent investigation of the ALLOY franchise, did you conduct any analysis of the competition you are likely to face in your geographic area? Check one: (__) Yes (__) No. If no, please comment: _____

14. Do you understand that the success or failure of your Facility will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the ALLOY trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Facility may change? Check one: (__) Yes (__) No. If no, please comment:_____

15. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise are for the purpose of protecting the ALLOY brand and trademarks and to assist you in the operation of your business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages, training, supervision and termination of your employees and all other employment and employee related matters? Check One: (__) Yes (__) No. If no, please comment: _____

_____.

16. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Subparagraph 10.D and that an injunction is an appropriate remedy to protect the interest of the ALLOY system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly in subparagraph 10.D, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one: (__) Yes (__) No. If no, please comment:_____

_____

17. On the receipt pages of your Disclosure Document you identified_____

_____

as the franchise sellers involved in this franchise sales process. Are the franchise sellers identified above the only franchise sellers involved with this transaction? Check one: (__) Yes (__) No. If no, please identify any additional franchise sellers involved with this transaction:_____

_____

YOUR ANSWERS TO THESE QUESTIONS ARE IMPORTANT TO US AND WE WILL RELY ON THEM IN SIGNING THE FRANCHISE AGREEMENT. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed:_____
Print Name:_____
Date:_____

Signed:_____
Print Name:_____
Date:_____

APPROVED ON BEHALF OF
Alloy Personal Training, LLC

Signed_____
Print Name:_____
Date:_____

By:_____
Title:_____
Date:_____

*All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended nor shall they act as a release, estoppel or waiver of liability incurred under the California Franchise Investment Law, Maryland Franchise Registration and Disclosure Law, the Illinois Franchise Disclosure Act, or the Franchise Investment Protection Act of Washington.

Exhibit C to the Alloy Disclosure Document

AREA DEVELOPMENT AGREEMENT

Alloy Area Development Agreement

Alloy Personal Training, LLC
2500 Old Alabama Road, Suite 24
Roswell, Georgia 30076

TABLE OF CONTENTS

Alloy Personal Training, LLC
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement is made this ____ day of _____, 20___, by and between Alloy Personal Training, LLC, with its principal business located at 2500 Old Alabama Road, Suite 24, Roswell, Georgia 30076 ("**we**" or "**us**"), and "**Developer**" or "**you**" as identified on the Data Sheet attached as Appendix A (the "**Data Sheet**"). If the developer is a corporation, partnership, limited liability company or other legal entity, certain provisions of the Agreement also apply to its Owners.

RECITALS

A. We and our affiliates have developed a business offering personal training in a group setting delivered by certified instructors under the name "ALLOY ";

B. Our affiliate Alloy Personal Training Solutions, LLC ("Affiliate") owns the ALLOY Trademark and other trademarks ("Trademarks" as defined below) and has licensed to us the right to sublicense the Trademarks used in connection with the operation of an ALLOY facility;

C. Affiliate has granted to us the right to use and to sublicense the right to use the Trademarks to develop and operate ALLOY facilities;

D. You desire to develop and operate several ALLOY facilities; and

E. We have agreed to grant you the right to develop several ALLOY facilities, subject to the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions:

A. "**Facility**" means any of the ALLOY facilities you develop under this Agreement.

B. "**Manual**" or "**Operations Manual**" means any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components, all of which we or our agents produce and which contain specifications, standards, policies, procedures and recommendations for your Facility, all of which we may change from time to time.

C. "**Owner**" means any person or entity who, now or hereafter, directly or indirectly owns an interest in the developer when the developer is a corporation, limited liability company, or a similar entity other than a partnership entity. If the developer is a partnership entity, then each general partner is an Owner, regardless of the percentage of ownership interest. If the developer is one or more individuals, each individual is an Owner of the developer. Your Owner(s) are identified on the Data Sheet. Every time there is a change in the persons who are your Owners, you must, within 10 days from the date of each change, update the Data Sheet. As used in this Agreement, any reference to Owner includes all Owners.

D. "**System**" means the ALLOY System, which consists of specific equipment, fixtures, furnishings, materials and supplies; methods, uniform standards, specifications and procedures for operations; procedures for management; training and assistance; and merchandising, advertising and promotional programs and other proprietary information, all of which we may change, improve and further develop. The System is identified by the Trademarks. The System includes a proprietary software application (the "Alloy App"). The Alloy App will provide a franchisee with tools to manage and communicate with coaches and clients through a personal profile.

E. "**Trademarks**" means the ALLOY trademark and service mark that has been registered in the United States and elsewhere, and the other trademarks, service marks, trade names, the trade dress and other commercial symbols that we authorize you to use in the operation of the Facility from time to time, each as we may modify and update from time to time. Trade dress includes the designs, color schemes and image we authorize you to use from time to time.

GRANT OF DEVELOPMENT RIGHTS

2. The following provisions control with respect to the rights granted hereunder:

A. We grant to you, under the terms and conditions of this Agreement, the right to develop and operate the number of ALLOY Facilities set forth in Appendix B (the "**Facilities**") within the territory described on Appendix C (the "**Development Territory**").

B. You are bound by the development schedule set forth in Appendix B (the "**Development Schedule**"). Time is of the essence for the development of each Facility in accordance with the Development Schedule. Each Facility must be developed and operated pursuant to a separate Franchise Agreement that you enter into with us pursuant to Section 4.B below.

C. If you are in compliance with the Development Schedule, we will not develop or operate or grant anyone else a franchise to develop and operate a ALLOY facility (except for Special Sites as defined in Section 2.D or as otherwise set forth in this Agreement) in the Development Territory prior to the earlier of (i) the expiration or termination of this Agreement; (ii) the date on which you must execute the Franchise Agreement for your last Facility pursuant to the terms of the Development Schedule or (iii) the date on which the Authorized Location for your final Facility under this Agreement is determined. Notwithstanding anything in this Agreement, upon the earliest occurrence of any of the foregoing events (a) your right to develop any additional Facility will expire and (b) we will be entitled to develop and operate, or to franchise others to develop and operate, ALLOY facilities in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated. At the time you execute your final Franchise Agreement under the Development Schedule, you must have an Authorized Location for the Facility to be developed under the final Franchise Agreement.

D. The rights granted under this Agreement are limited to the right to develop Facilities located in the Development Territory, and do not include (i) any right to sell products and services identified by the Trademarks at any location or through any other channels or methods of distribution, including the Internet (or any other existing or future form of electronic commerce), other than at Facilities within the Development Territory pursuant to the terms of the applicable Franchise Agreement, (ii) any right to sell products and services identified by the Trademarks to any person or entity for resale or further distribution, or (iii) any right to exclude, control or impose conditions on our development or operation of franchised, company or affiliate owned facilities at

any time or at any location outside of the Development Territory. You may not use the words ALLOY or any of the other Trademarks as part of the name of your corporation, partnership, limited liability company or other similar entity.

You acknowledge and agree that we and our affiliates have the right to operate and franchise others the right to operate facilities or any other business within and outside the Development Territory under trademarks other than the ALLOY Trademarks, without compensation to any franchisee, except that our operation of, or association or affiliation with, facilities (through franchising or otherwise) in the Development Territory that compete with ALLOY facilities will only occur through some form of merger or acquisition with an existing facility or retail chain business. Outside of the Development Territory, we and our affiliates have the right to grant other franchises or develop and operate company or affiliate owned ALLOY facilities and offer, sell or distribute any products or services associated with the System (now or in the future) and under the Trademarks or any other trademarks, service marks or trade names or through any distribution channel or method, all without compensation to any franchisee.

We and our affiliates have the right to offer, sell or distribute, within and outside the Development Territory, any services or products associated with the System (now or in the future) or identified by the Trademarks, or any other trademarks, service marks or trade names, through any distribution channels or methods, without compensation to any franchisee. The distribution channels or methods ("**Alternative Methods of Distribution**") include, without limitation, the internet (or any other existing or future form of electronic commerce).

You acknowledge and agree that certain locations within the Development Territory are by their nature unique and separate in character from sites generally developed as facilities. As a result, you agree that the following captive market locations ("**Special Sites**") are excluded from the Development Territory and we have the right to develop or franchise such locations: (1) military bases; (2) public transportation facilities (including airports); (3) business or industry locations (e.g. manufacturing site, office building), or sports facilities; (4) student unions or other similar buildings on college or university campuses; (5) malls or enclosed shopping centers; and (6) community and special events.

E. This Agreement is not a Franchise Agreement and you have no right to use in any manner the Trademarks or operate an ALLOY facility by virtue of this Agreement. You have no right under this Agreement to sublicense or subfranchise others to operate a business or facility or use the System or the Trademarks.

DEVELOPMENT FEE

3. Simultaneously with the execution of this Agreement, you must pay a Development Fee as described below:

A. As consideration for the rights granted in this Agreement, you must pay us a "Development Fee" in the amount designated on the Data Sheet. The Development Fee is consideration for this Agreement and not consideration for any Franchise Agreement, is fully earned by us upon receipt and is nonrefundable.

B. You must submit a separate application for each Facility to be established by you within the Development Territory as further described in Section 4. Upon our consent to the site of your Facility, a separate Franchise Agreement must be executed for each such Facility. Upon the execution of each Franchise Agreement, the terms and conditions of the Franchise Agreement

control the establishment and operation of such Facility. You must execute the Franchise Agreement for the first Facility to be developed hereunder simultaneously with the execution of this Agreement.

DEVELOPMENT SCHEDULE

4. The following provisions control with respect to your development rights and obligations:

A. You are bound by and strictly must follow the Development Schedule. By the dates set forth in the Development Schedule, you must enter into Franchise Agreements with us pursuant to this Agreement for the number of Facilities described in the Development Schedule. You also must comply with the Development Schedule requirements regarding (i) the opening date for each Facility and (ii) the cumulative number of Facilities to be open and continuously operating for business in the Development Territory. If you fail to either execute a Franchise Agreement or to open an Facility according to the dates set forth in this Agreement or otherwise fail to comply with the Development Schedule, we have the right to immediately terminate this Agreement pursuant to Section 7.B.

B. You may not develop a Facility unless (i) at least 45 days, but no more than 60 days, prior to the date set forth in the Development Schedule for the execution of each Franchise Agreement, you send us a notice (a) requesting that we send you our then current disclosure documents, (b) confirming your intention to develop the particular Facility and (c) sending us all information necessary to complete the Franchise Agreement for the particular Facility, and (ii) all of the following conditions have been met (these conditions apply to each Facility to be developed in the Development Territory):

1. Your Submission of Proposed Site. You must find a proposed site for the Facility which you reasonably believe to conform to our site selection criteria (as modified by us from time to time) and submit to us a complete site report (containing such demographic, commercial, and other information and photographs as we may reasonably require) for such site.

2. Our Consent to Proposed Site. You must receive our written consent to your proposed site. We agree not to unreasonably withhold consent to a proposed site. In approving or disapproving any proposed site, we will consider such matters as we deem material, including demographic characteristics of the proposed site, traffic patterns, visibility, business mix, parking, layout and dimensions of location, physical characteristics of the site, and other commercial characteristics (including the purchase or lease obligations for the proposed site). We may conduct on-site evaluations, as we deem advisable, as part of our evaluation of the site for the Facility. We reserve the right to charge you our then-current site evaluation fee for each on-site evaluation we conduct.

3. Your Submission of Information. You must furnish to us, at least 60 days prior to the earlier of (i) the date set forth in the Development Schedule by which you must execute a Franchise Agreement or (ii) the actual date on which the Franchise Agreement would be executed, a franchise application for the proposed Facility, financial statements and other information regarding you, the operation of any of your other Facilities within the Development Territory and the development and operation of the proposed Facility (including, without limitation, investment and financing plans for the proposed Facility) as we may reasonably require.

4. Your Compliance with Our Then-Current Standards for Franchisees. You must receive written confirmation from us that you meet our then-current standards for franchisees, including financial capability criteria for the development of a new Facility. You acknowledge and agree that this requirement is necessary to ensure the proper development and operation of your Facilities, and to preserve and enhance the reputation and goodwill of all ALLOY facilities and the goodwill of the Trademarks. Our confirmation that you meet our then-current standards for the development of a new Facility, however, does not in any way constitute a guaranty by us as to your success.

5. Good Standing. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. You also must have satisfied, on a timely basis, all monetary and other material obligations under the Franchise Agreements for all of your existing Facilities.

6. Execution of Franchise Agreement. You and we must enter into our then-current form of Franchise Agreement for the proposed Facility. You understand that we may modify the then-current form of Franchise Agreement from time to time and that it may be different from the current form of Franchise Agreement, including imposing different and higher fees and obligations. You understand and agree that any and all Franchise Agreements will be construed and will exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Facility must be in accordance with the terms of the applicable Franchise Agreement.

C. You must construct and equip each Facility in strict accordance with our then-current approved specifications and standards pertaining to equipment, inventory, signage, fixtures, design and layout of the building. You may not commence construction on any Facility until you have received our written consent to your building plans.

D. You acknowledge that you have conducted an independent investigation of the prospects for the establishment of Facilities within the Development Territory, and you recognize that the business venture contemplated by this Agreement involves business and economic risks and that your financial and business success will be primarily dependent upon the personal efforts of you and your management and employees.

E. You recognize and acknowledge that this Agreement requires you to open Facilities in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Franchise Disclosure Document are subject to increase over time, and that future Facilities developed hereunder likely will involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to you prior to the execution of this Agreement. You are obligated to execute all the Franchise Agreements and open all the Facilities on the dates set forth on the Development Schedule, regardless of (i) the requirement of a greater investment, (ii) the financial condition or performance of your prior Facilities, or (iii) any other circumstances, financial or otherwise. The foregoing will not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with each and every condition necessary to develop the Facilities.

TERM

5. Unless sooner terminated in accordance with Section 7 of this Agreement and subject to the terms detailed in Section 2.C, the term of this Agreement and all rights granted to you will expire on the date that your last ALLOY Facility is scheduled to be opened under the Development Schedule.

YOUR DUTIES

6. You must perform the following obligations:

A. You must comply with all of the terms and conditions of each Franchise Agreement, including the operating requirements specified in each Franchise Agreement.

B. You and your Owners, officers, directors, shareholders, partners, members and managers (if any) acknowledge that your entire knowledge of the operation of an ALLOY Facility and the System, including the knowledge or know-how regarding the specifications, standards and operating procedures of the services and activities, is derived from information we disclose to you and that certain information is proprietary, confidential and constitutes our trade secrets. The term "trade secrets" refers to the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the Manuals or otherwise communicated to you in writing, verbally or through the Internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Facilities. You and your Owners, officers, directors, shareholders, partners, members and managers (if any), jointly and severally, agree that at all times during and after the term of this Agreement, you will maintain the absolute confidentiality of all such proprietary information and will not disclose, copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by us. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from the individuals identified in the first sentence of this paragraph and other key employees.

C. You must comply with all requirements of federal, state and local laws, rules and regulations.

DEFAULT AND TERMINATION

7. The following provisions apply with respect to default and termination:

A. The rights and territorial protection granted to you in this Agreement have been granted in reliance on your representations and warranties, and strictly on the conditions set forth in Sections 2, 4 and 6 of this Agreement, including the condition that you comply strictly with the Development Schedule.

B. You will be deemed in default under this Agreement if you breach any of the terms of this Agreement, including the failure to meet the Development Schedule, or the terms of any Franchise Agreement or any other agreement between you or your affiliates and us or our affiliates. All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, commit any affirmative action of insolvency or file any action or petition of insolvency, (ii) a receiver (permanent or temporary) of your property is appointed by a court of competent authority, (iii) you make a general assignment or other similar arrangement

for the benefit of your creditors, (iv) a final judgment remains unsatisfied of record for 30 days or longer (unless supersedeas bond is filed), (v) execution is levied against your business or property, (vi) suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within 30 days, or is not in the process of being dismissed, (vii) you fail to meet the development obligations set forth in the Development Schedule attached as Appendix B (unless we determine that you are on track to become compliant with the Development Schedule within 30 days following the applicable deadline set forth in the Development Schedule), (viii) you fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after written notice of that failure is delivered to you, or (ix) we have delivered to you a notice of termination of a Franchise Agreement or another agreement between you or your affiliates and us or our affiliates in accordance with the terms and conditions of such Franchise Agreement or other agreement.

C. If you fail to comply with the Development Schedule, we may terminate this Agreement, reduce the number of Facilities you have the right to develop hereunder, terminate or reduce the Development Territory, repurchase any Facilities open by you under this Agreement or exercise any other rights and remedies that we may have under the law.

RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION

8. Upon termination or expiration of this Agreement, all rights granted to you will automatically terminate, and:

A. All remaining rights granted to you to develop Facilities under this Agreement will automatically be revoked and will be null and void. You will not be entitled to any refund of any fees. You will have no right to develop or operate any business for which a Franchise Agreement has not been executed by us. We will be entitled to develop and operate, or to franchise others to develop and operate, ALLOY Facilities in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated.

B. You must immediately cease to operate your business under this Agreement and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former developer of ours except in connection with the business operations of any existing, Facilities that have been developed prior to the termination of this Agreement and that are still operating under a valid Franchise Agreement.

C. Except as specifically permitted under any then-effective Franchise Agreement, you must take such action as may be necessary to cancel or assign to us or our designee, at our option, any assumed name or equivalent registration that contains the name or any of the words ALLOY or any other Trademark of ours, and you must furnish us with evidence satisfactory to us of compliance with this obligation within 30 days after termination or expiration of this Agreement.

D. Except as specifically permitted under any then-effective Franchise Agreement, you must assign to us or our designee all your right, title, and interest in and to your telephone numbers and must notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone number in any regular, classified or other telephone directory listing associated with the Trademarks and to authorize transfer of same at our direction.

E. You must within 30 days of the termination or expiration pay all sums owing to us and our affiliates.

All unpaid amounts will bear interest at the rate of 12% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In the event of termination for any default by you, the sums due will include all damages, costs, and expenses, including reasonable attorneys' fees and expenses, incurred by us as a result of your default. You also must pay to us all damages, costs and expenses, including reasonable attorneys' fees and expenses, that we incur subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

F. If this Agreement is terminated, you may continue to operate, pursuant to the terms of the applicable Franchise Agreement(s), any Facility(s) open and operating at the time of the termination of this Agreement, unless the termination of this Agreement constitutes a termination under the terms of the separate Franchise Agreement for the Facility. Under such circumstances, we will have the option to purchase from you all assets used in the Facility(s) that have been developed prior to the termination of this Agreement and that are subject to closure under the terminating Franchise Agreement(s), as provided in the post-termination purchase option provision of the terminating Franchise Agreement(s).

G. All of our and your obligations that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

TRANSFER

9. The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity.

B. This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications. Consequently, this Agreement, and your rights and obligations under it, are and will remain personal to you. You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent and you transfer your rights and interests under the relevant Franchise Agreements for Facilities in the Development Territory as dictated by the circumstances. In this event, the transferee will be required, as a condition of approval of the transfer, to assume transferor's development obligations, including the payment of any remaining initial franchise fees. Accordingly, the assignment terms and conditions of the Franchise Agreements will apply to any Transfer of your rights and interests under this Agreement. As used in this Agreement, the term "Transfer" means any sale (including installment sale), assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, reorganization, combination, share exchange, transfer by operation of law or otherwise, or transfer as a result of a death, disability, divorce or insolvency, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you.

MISCELLANEOUS

10. The parties agree to the following provisions:

A. You agree to indemnify, defend, and hold us, our affiliates and our officers, directors, managers, members, shareholders, representatives and employees harmless from and against any and all claims, losses, damages and liabilities, however caused, arising directly or indirectly from, as a result of, or in connection with, the development, use and operation of your Facilities, as well as the costs, including attorneys' fees, of defending against them ("**Franchise Claims**"). Franchise Claims include, but are not limited to, those arising from any death, personal injury or property damage (whether caused wholly or in part through our or our affiliates' active or passive negligence), latent or other defects in any Facility, or your employment practices. If a Franchise Claim is made against us or our affiliates, we reserve the right in our sole judgment to select our own legal counsel to represent our interests, at your cost.

B. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

C. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. This Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us.

D. This Agreement together with all schedules, addenda and appendices to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document we furnished to you.

You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

E. Except as otherwise provided in this Agreement, any notice, demand or communication provided for must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid and addressed as follows:

1. If intended for us, addressed to:

Alloy Personal Training, LLC
ATTN: Chief Executive Officer
2500 Old Alabama Road, Suite 24
Roswell, Georgia 30076

2. If intended for you, addressed to you at the address set forth on the Data Sheet; or,

in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

F. Any modification, consent, approval, authorization or waiver granted in this Agreement required to be effective by signature will be valid only if in writing executed by the Owner or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents.

G. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 10.N of this Agreement, this Agreement, the parties' rights under this Agreement, and the relationship between the parties, is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Georgia, excluding any conflicts of laws provisions.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

H. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 10.N must be brought in the state or federal district court located in the county where our headquarters are then located (currently, Roswell, Georgia). Both parties irrevocably submit themselves to, and consent to, the jurisdiction of said courts. The provisions of this Section will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this subparagraph, and with a complete understanding, agree to be bound in the manner set forth.

I. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement and any claim arising out of the parties' relationship.

J. You and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained.

K. If you are a corporation, partnership, limited liability company, partnership or other legal entity, all of your Owners must execute the form of undertaking and guarantee at the end of this Agreement. Any person or entity that at any time after the date of this Agreement becomes an Owner must also execute the form of undertaking and guarantee at the end of this Agreement.

L. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

M. In the event of any failure of performance of this Agreement according to its terms by any party (other than payment of money), the same will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of said party. Such causes include, but are not limited to, strikes, wars, riots and acts of government except as may be specifically provided for elsewhere in this Agreement.

N. Except as qualified below, any dispute between you and us or any of our or your affiliates, including, without limitation your Owners and guarantors, arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or the business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures. Any arbitration must be on an individual basis, and the parties and arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or proceeding involving third parties. If a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. The arbitration must take place in the county where our headquarters are then located (currently, Roswell, Georgia, or such other place as we mutually agree. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least 5 years of significant experience in franchise law. A judgment may be entered upon the arbitration award by any court of competent jurisdiction. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set.

Before any party may bring an action in court or against the other, or commence an arbitration proceeding (except as noted below), the parties must first meet to mediate the dispute. Specifically, no litigation or arbitration action may be commenced until the earlier of thirty (30) days from written notice by one party to the other of a request to initiate mediation, or the mutual

agreement by both parties that mediation has been unsuccessful if the notified party fails to respond to the requesting party within thirty (30) days of notification. The mediation will be held in the county where our headquarters are then located (currently, Roswell, Georgia). Any such mediation will be non-binding and conducted by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes. Prior to the mediation, each party involved in the mediation must sign the standard confidentiality agreement designated by us or the mediator. The mediator will be disqualified as a witness, expert or counsel for any party with respect to the dispute or any related matter. Mediation is a compromise negotiation and will constitute privileged communications under the law governing this Agreement. The entire mediation process will be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties will not be discoverable or admissible in any legal proceeding for any purposes; provided, however, that evidence which is otherwise discoverable or admissible will not be excluded from discovery or admission as a result of its use in the mediation. The parties will share equally all fees and expenses of the mediator.

Nothing in this Agreement bars either party's right to obtain injunctive relief against threatened conduct that will cause loss or damages to the other party, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions. Furthermore, we and our affiliates have the right to commence a civil action against you or take other appropriate action for the following reasons: to collect sums of money due to us; to compel your compliance with trademark standards and requirements to protect the goodwill of the Trademarks; to compel you to compile and submit required reports to us; or to permit evaluations or audits authorized by this Agreement.

The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for the Facility or Authorized Location, the parties' relationship or the business will be entitled to recover its reasonable attorneys' fees and costs.

O. We will designate the "**Effective Date**" of this Agreement in the space provided on the Data Sheet. If no Effective Date is designated on the Data Sheet, the Effective Date is the date when we sign this Agreement.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the dates written below.

DEVELOPER:	FRANCHISOR
_____	Alloy Personal Training, LLC
Date: _____	Date: _____
By: _____	By: _____
_____	_____
Title: _____	Title: _____

PERSONAL GUARANTY AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE AREA DEVELOPMENT AGREEMENT

In consideration of the execution of the Area Development Agreement (the "Agreement") between Alloy Personal Training, LLC ("we" or "us") and _____ (the "Developer"), dated _____, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the Developer, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Agreement.

The undersigned waives (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; (3) any right he/she may have to require that an action be brought against the Developer or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the Developer.

In addition, the undersigned consents and agrees that: (a) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Developer or any other person; (b) such liability will not be diminished, relieved or otherwise affected by the Developer's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (c) this Personal Guaranty shall apply in all modifications to the Agreement of any nature agreed to by Developer with or without the undersigned receiving notice thereof.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

DEVELOPER: _____

PERSONAL GUARANTORS:

_____	_____
Individually	Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone

Individually	Individually
Print Name	Print Name
Address	Address
City State Zip Code	City State Zip Code
Telephone	Telephone

APPENDIX A

DATA SHEET

1. **Developer:** _____
_____
_____
_____

2. **Development Fee.** The amount of the Development Fee you must pay to us pursuant to Section 3.A is $_____. The Development Fee is calculated on the number of Facilities we grant you the right to develop within the Development Territory, and is calculated as follows: (i) $110,000 for the right to develop two Facilities; (ii) $45,000 per Facility if you agree to develop between three and five Facilities; (iii) $40,000 per Facility if you agree to develop between six and nine Facilities; and (iv) $35,000 per Facility if you agree to develop 10 or more Facilities.

3. **Owner.** You represent and warrant to us that the following person(s) or entity(ies), and only the following person(s) or entity(ies), will be your Owner(s):

Name	Home Address	Percentage of Ownership

4. **Effective Date:** _____

YOU: WE: _____

By: _____ By: _____

Title: _____ Title: _____

APPENDIX B

DEVELOPMENT SCHEDULE

You acknowledge and agree that a material provision of the Area Development Agreement is that the following number of ALLOY Facilities must be opened and continuously operating in the Development Territory in accordance with the following Development Schedule:

Facility Number	Date by Which Franchise Agreement Must be Signed	Date by Which the Facility Must be Opened and Continuously Operating for Business in the Territory	Cumulative number of Facilities Required to be Open and Continuously Operating for Business in the Development Territory as of the Date in Preceding Column
1	Effective Date of this Agreement	Within 1 year of the Effective Date of this Agreement	1
2	Within 6-9 months after the Effective Date of this Agreement.	Within 1 year of Signing Franchise Agreement 2	2
3	Within 6 months after the grand opening of Facility 2	Within 3 years of the Effective Date of this Agreement	3

For purposes of determining compliance with the above Development Schedule, only the Facilities actually open and continuously operating for business in the Development Territory as of a given date will be counted toward the number of Facilities required to be open and continuously operating for business.

DEVELOPER:

_____

By:_____

_____

Title:_____

By:_____

_____

Title:_____

FRANCHISOR

_____

By:_____

_____

Title:_____

APPENDIX C

DESCRIPTION OF DEVELOPMENT TERRITORY

_____

_____

_____

_____

_____

_____

_____

_____

_____

DEVELOPER:

_____

By:_____

_____

Title:_____

By:_____

_____

Title:_____

FRANCHISOR

_____

By:_____

_____

Title:_____

APPENDIX D

ACKNOWLEDGMENT ADDENDUM TO ALLOY AREA DEVELOPMENT AGREEMENT

THIS ACKNOWLEDGEMENT ADDENDUM DOES NOT APPLY TO CANDIDATES LOCATED IN, BUSINESSES TO BE LOCATED IN ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

As you know, you and we are entering into Area Development Agreement for the development and operation of ALLOY facilities. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least 14 calendar days prior to signing the Area Development Agreement? Check one: (__) Yes (__) No. If no, please comment: _____

2. Have you studied and reviewed carefully our Disclosure Document and Area Development Agreement? Check one: (_) Yes (_) No. If no, please comment: _____

3. Did you understand all the information contained in both the Disclosure Document and Area Development Agreement? Check one: (_) Yes (_) No. If no, please comment: _____

4. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Disclosure Document? Check one: (_) Yes (_) No. If yes, please state in detail the oral, written or visual claim or representation: _____

5. Except as stated in Item 19 of the Disclosure Document, did any employee or other person speaking on our behalf make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any ALLOY location or business, or the likelihood of success at your franchised business? Check one: (_) Yes (_) No. If yes, please state in detail the oral, written or visual claim or representation: _____

6. Do you understand that the profitability of individual facilities depends on a number of factors that may vary due to individual characteristics of the business? Further, do you understand that net profitability will be affected by required contributions for advertising and promotions as well as royalty fees paid to us? Check one (__) Yes (__) No. If no, please comment: _____

7. Did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document. Check one: (__) Yes (__) No. If yes, please comment: _____

8. Do you understand that that the franchise granted is for the right to develop and operate the Facilities in the Development Territory, as stated in Subparagraph 2.B, and that, according to Subparagraph 2.D, we and our affiliates have the right to distribute products through alternative methods of distribution and to issue franchises or operate competing businesses for or at locations, as we determine, (i) outside of your Development Territory using any trademarks; (ii) inside your Development Territory using any trademarks other than the ALLOY Trademark; and (iii) inside the Development Territory using the ALLOY Trademark, for facilities at Alternative Methods of Distribution and Non-Traditional Locations? Check one: (__) Yes (__) No. If no, please comment: _____

9. Do you understand that the success or failure of the development and operation of your Facilities will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the ALLOY trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Facility may change? Check one (__) Yes (__) No. If no, please comment: _____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed:_____	Signed:_____
Print Name:_____	Print Name:_____
Date:_____	Date:_____
	APPROVED ON BEHALF OF
	_____
Signed:_____	By:_____
Print Name:_____	Title:_____
Date:_____	Date:_____

*All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended nor shall they act as a release, estoppel or waiver of liability incurred under the California Franchise Investment Law, Maryland Franchise Registration and Disclosure Law, the Illinois Franchise Disclosure Act, or the Franchise Investment Protection Act of Washington.

Exhibit D to the Alloy Disclosure Document

LIST OF FRANCHISEES

(as of December 31, 2022)

FLORIDA

STEELMAN, LLC
APT Maitland, FL
2525 Howell Branch Rd
Maitland, FL, 32751
Caleb Casteel
Email: c.casteel@alloypersonaltraining.com
Phone: (321) 698-6781

GEORGIA

DBJ Fitness, LLC
APT Dunwoody GA
5473 Chamblee Dunwoody Road, Unit 890
Dunwoody, GA 30338
Joy Sandoz
Email: j.sandoz@alloypersonaltraining.com
Phone: (404) 641-2260

NBK PROS Corporation
APT Johns Creek GA
6955 McGinnis Ferry Rd, Suite 112
Johns Creek, GA 30097
Nozi Hamidi
Email: n.hamidi@alloypersonaltraining.com
Phone: (614) 264-5240

MONTANA

MML Ventures, LLC
APT Billings MT
4011 Montana Sapphire
Suite 2
Billings, MT 59106
Casey Kelly
Email: c.kelly@alloypersonaltraining.com
Phone: (406) 498-0609

NEVADA

*Blue Sky Fitness, LLC
APT West Las Vegas NV
5165 S. Fort Apache Rd., Suite B185
Las Vegas, NV 89148
Emerson Nagle
Email: e.nagle@alloypersonaltraining.com
Phone: (323) 804-7000

NORTH CAROLINA

*LE Fitness, LLC
APT Blakeney SC
9824-A2 Rea Rd.
Charlotte, NC 28277
Trey Ely
Email: t.ely@alloypersonaltraining.com
Phone: 513-518-6022

*LE Fitness II, LLC
APT Colony NC
7731 Colony Rd.
Charlotte, NC 28226
Trey Ely
Email: t.ely@alloypersonaltraining.com
Phone: (704) 413-2349

KLN Partners, LLC
Alloy Summerfield, NC
1007 US Highway 150W, Suite G
Summerfield, NC 27358
Katherine Mazzoli
Lara Gallert
Telephone No: 336-298-7111

OHIO

Ferwerda Fitness, LLC
APT Fairlawn OH
123-125 Ghent Road
Fairlawn, OH 44333
Evan Ferwerda
Email: e.ferwerda@alloypersonaltraining.com
Phone: (330) 361-9436
Phone: (321) 698-6781

UTAH

*DLH Fitness AP, LLC.
APT Highland UT
5455 W. 11000 N., Suite No. 202
Highland, UT 84003
David Harris
Email: d.harris@alloypersonaltraining.com
Phone: 801-756-1008

Sudbury Ventures Incorporated
APT Holladay UT
1769 E Murray Holladay Road
Millcreek, UT 84117
Angela Sudbury
Email: a.sudbury@alloypersonaltraining.com
Phone: (801) 679-9447

*DLH Fitness DP, LLC
APT Daybreak UT
11259 Kestrel Rise Rd.
South Jordan, UT 84095
David Harris
Email: d.harris@alloypersonaltraining.com
Phone: 801-877-0506

*Area Developer owned locations

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT ARE NOT YET OPERATIONAL

(As of December 31, 2022)

GEORGIA

Sandy Springs Legacy, LLC
APT Chamblee, GA
Rick Hale
Email: r.hale@alloypersonaltraining.com
Phone: (404) 735-4444
Rami Odeh
Email: rami@quietthenoisebook.com
Phone: 770-773-6970

LBH Fitness, LLC
APT East Cobb, GA
Liv Harrison
Email: l.harrison@alloypersonaltraining.com
Phone: 239-285-6500

APT Midtown Atlanta ,GA
Kerrigan Niemi
Email: k.niemi@alloypersonaltraining.com
Phone: 248-946-1547

*KSA Sandy Springs 001, LLC
APT Sandy Springs, GA
Dipan Patel
Email: dipan@buckheadamerica.com
Phone: (404) 324-1898
Nick Garrity
Email: n.garrity@alloypersonaltraining.com
Phone: 615-498-9777

SLL Business Investments, LLC
APT Suwannee, GA
Stacey Lakes
Email: s.lakes@alloypersonaltraining.com
Phone: 786-387-9895

APT West Roswell, GA
Jenn Benson
Email: j.benson@alloypersonaltraining.com
Phone: (518) 588-0167

MARYLAND

*Black Rose, Inc
APT Bethesda, MD
Russ Merbeth
Email: r.merbeth@alloypersonaltrainingg.com
Phone: (703) 599-0455

MASSACHUSETTS

Bergeron Cardoos, LLC
APT Boston, MA
Steve Bergeron
Email: s.bergeron@alloypersonaltraining.com
Phone:
Julian Cardoos
Email: j.cardoos@alloypersonaltraining.com
Phone: 781-587-0611

MICHIGAN

Mixed Metal PT MI, LLC
APT Plymouth, MI
15432 Sheldon Rd.
Northville, MI 48168
R.J. Burr
Email: rj.burr@alloypersonaltraining.com
Phone: (248) 219-4433

MISSOURI

*APT Ballwin, MO
John Farkas
Email: j.farkas@alloypersonaltraining.com
Phone: (618) 923-3945

* NA. Dublk52, LLC
APT Creve Coeur MO
Kris Kauffeld
Email: k.kauffeld@alloypersonaltraining.com
Phone: 317-560-7962

NEW JERSEY

Unicorn Wellness, LLC
APT Ridgeland, NJ
Greg Marrone
Email: g.marrone@alloypersonaltraining.com
Phone: (917) 573-4563
Mark Fisher
Email: m.fisher@alloypersonaltraining.com
Phone:

OKLAHOMA

*BIC Endeavors, LLC
APT Shops of Seville, OK
Rick Bickford
Email: r.bickford@alloypersonaltraining.com
Phone: 918-809-9360

SOUTH CAROLINA

*M&M Fitness, LLC
APT Greenville SC
1000 Laurens Rd
Greenville, SC 29607
David Jolson
Email: d.jolson@alloypersonaltraining.com
Phone: (864) 400-8005

TENNESSEE

Wholehearted Fitness, Inc
APT Brentwood TN
1815 Ridley Blvd Unit 11
Nashville TN 37203
Susan Barkley
Email: s.barkley@alloypersonaltraining.com
Phone: 6158643217

TEXAS

Edmunds Franchise Group, LLC
APT Austin, TX
Aston Edmunds
Email: a.edmunds@alloypersonaltraining.com
Phone: 540-314-9150

*Steadfast, Inc.
APT Coppell TX
Daniel Atkins
Email: danielatkins7@gmail.com
Phone: 708-288-7572

*APT Dallas, TX 2
Ken Campbell
Email: k.campbell@alloypersonaltraining.com
Phone: 512-423-7722

*APT Katy, TX
Allo Sookdeo
Email: a.sookdeo@alloypersonaltraining.com
Phone: 409-392-4601
TEXAS (continued)

*MCT2-Fit, LLC
APT Keller, TX
Mike Thompson
Email: m.thompson@alloypersonaltraining.com
Phone: 318-299-9824
Casey Thompson
Email: c.thompson@alloypersonaltraining.com

*APT Klein, TX
Michael Shehadeh
Email: m.shehadeh@alloypersonaltraining.com
Phone: 636-675-4671

LEJAPT, LLC
APT League City, Texas
5112 Cherrywood Court
League City, TX 77573
Billy Jones
Email: b.jones@alloypersonaltraining.com
Phone: (713) 825-3202

*S14, LLC
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Jeff Schroeder
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Exhibit E to the Alloy Disclosure Document

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

(as of December 31, 2022)

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

None

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Exhibit F to the Alloy Disclosure Document

TABLE OF CONTENTS OF OPERATIONS MANUAL

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Exhibit G to the Alloy Disclosure Document

FINANCIAL STATEMENTS

ALLOY PERSONAL TRAINING, LLC
(A Limited Liability Company)

FINANCIAL STATEMENTS

YEARS ENDED
DECEMBER 31, 2022, 2021 AND 2020

ALLOY PERSONAL TRAINING, LLC
(A Limited Liability Company)
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

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CITRINCOOPERMAN®

Citrin Cooperman & Company, LLP
Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT

To the Members
Alloy Personal Training, LLC

Opinion

We have audited the accompanying financial statements of Alloy Personal Training, LLC, which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations and members' deficit and cash flows for each of the years in the three-year period ended December 31, 2022, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Alloy Personal Training, LLC as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2022, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Citrin Cooperman & Company, LLP
CERTIFIED PUBLIC ACCOUNTANTS

New York, New York
April 12, 2023

ALLOY PERSONAL TRAINING, LLC
(A Limited Liability Company)
BALANCE SHEETS
DECEMBER 31, 2022 AND 2021

	2022	2021
ASSETS		
Current assets:		
Cash	$ 547,615	$ 149,940
Accounts receivable	145,277	62,812
Prepaid commissions - current	116,786	19,467
Prepaid expenses and other current assets	9,965	-
Total current assets	819,643	232,219
Other asset:		
Prepaid commissions - net of current	1,614,566	241,733
TOTAL ASSETS	$ 2,434,209	$ 473,952
LIABILITIES AND MEMBERS' DEFICIT		
Current liabilities:		
Accounts payable and other liabilities	$ 171,161	$ 15,583
Deferred revenue	619,672	229,329
Brand fund payable	62,750	-
Total current liabilities	853,583	244,912
Long-term liability:		
Deferred revenue, net of current	2,539,317	557,239
Total liabilities	3,392,900	802,151
Commitments and contingencies (Note 7)		
Members' deficit	(958,691)	(328,199)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	$ 2,434,209	$ 473,952

See accompanying notes to financial statements.

ALLOY PERSONAL TRAINING, LLC
(A Limited Liability Company)
STATEMENTS OF OPERATIONS AND MEMBERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

	2022	2021	2020
Revenues:			
Franchise fees	$ 239,379	$ 36,038	$ 18,394
Technology fees	127,112	35,932	7,269
Royalties	196,002	55,320	5,568
Brand development fund fees	65,334	18,452	1,856
Retail sales	20,717	3,799	-
Other revenues	52,364	1,105	-
Total revenues	700,908	150,646	33,087
Cost of goods sold	14,944	3,346	-
Gross profit	685,964	147,300	33,087
Selling, general and administrative expenses	1,258,484	648,216	251,246
Net loss	(572,520)	(500,916)	(218,159)
Members' deficit - beginning	(328,199)	(64,318)	(8,261)
Members' contributions	465,992	332,785	162,102
Members' distributions	(523,964)	(95,750)	-
MEMBERS' DEFICIT - ENDING	$ (958,691)	$ (328,199)	$ (64,318)

See accompanying notes to financial statements.

ALLOY PERSONAL TRAINING, LLC
(A Limited Liability Company)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

	2022	2021	2020
Cash flows from operating activities:			
Net loss	$ (572,520)	$ (500,916)	$ (218,159)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Changes in operating assets and liabilities:			
Accounts receivable	(82,465)	(62,113)	(699)
Prepaid commissions	(1,470,152)	(261,200)	-
Prepaid expenses and other current assets	(9,965)	-	-
Accounts payable and other liabilities	155,578	12,421	(5,967)
Deferred revenue	2,372,421	713,962	37,606
Brand fund payable	62,750	-	-
Net cash provided by (used in) operating activities	455,647	(97,846)	(187,219)
Cash flows from financing activities:			
Contributions from member	465,992	332,785	162,102
Distributions from member	(523,964)	(95,750)	-
Net cash provided by (used in) financing activities	(57,972)	237,035	162,102
Net increase (decrease) in cash	397,675	139,189	(25,117)
Cash - beginning	149,940	10,751	35,868
CASH - ENDING	$ 547,615	$ 149,940	$ 10,751

See accompanying notes to financial statements.

NOTE 1. ORGANIZATION AND NATURE OF OPERATIONS

Alloy Personal Training, LLC (the "Company") was formed on May 16, 2019, as a Georgia limited liability company, to sell franchises pursuant to a non-exclusive license agreement dated August 1, 2019, between the Company and Alloy Personal Training Solutions, LLC (the "Licensor"), an entity related to the Company by common ownership and control. Pursuant to the Company's standard franchise agreement, franchisees will operate a business which offers customers personal training in a group setting delivered by certified instructors under the name "Alloy Personal Training." Customers are provided with individualized training programs that are conducted in small groups.

The Company is a limited liability company, and therefore, the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, unless the member has signed a specific guarantee.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates

The preparation of the Company's financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the Company's financial statements, and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Accounts receivable

Accounts receivable are stated at the amount the Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of some of its franchisees to make required payments. Management considers the following factors when determining the collectibility of specific franchisee accounts: franchisee creditworthiness, past transaction history with the franchisee, and current economic industry trends. If the financial condition of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Company has made reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Company had no allowances for doubtful accounts at December 31, 2022 and 2021.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue and cost recognition

The Company derives its revenues from franchise fees, royalties, brand fund revenue, technology fees, transfer fees and retail sales.

Franchise fees and royalties

Contract consideration from franchisees primarily consists of initial or renewal franchise fees, sales-based royalties, sales-based brand fund fees and transfer fees payable by a franchisee for the transfer of its franchise unit to another franchisee. The Company also enters into multi-unit development agreements ("MUDAs") which grant a franchisee the right to develop two or more franchise units. The Company collects an up-front multi-unit development fee for the grant of such rights. The initial franchise fees and up-front multi-unit development fees are nonrefundable and collected when the underlying franchise agreement or MUDA is signed by the franchisee. Sales-based royalties, brand fund fees and technology fees are payable weekly. Renewal and transfer fees are payable when an existing franchisee renews the franchise agreement for an additional term or when a transfer to a third party occurs, respectively.

The Company's primary performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including site selection, training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities are deemed to be distinct as they provide a benefit to the franchisee and are not highly interrelated or interdependent to access to the Company's intellectual property. For all other pre-opening activities, if any, the Company will determine if a certain portion of those pre-opening activities provided is not brand specific and provides the franchisee with relevant general business information that is separate from the operation of a company-branded franchise unit. The portion of pre-opening activities that is not brand specific will be deemed to be distinct as it provides a benefit to the franchisee and is not highly interrelated to the use of the Company's intellectual property and therefore accounted for as a separate performance obligation.

All other pre-opening activities will be determined to be highly interrelated to the use of the Company's intellectual property and therefore accounted for as a single performance obligation, which is satisfied by granting certain rights to use the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company first allocates the initial franchise fees and the fixed consideration under the franchise agreement to the stand-alone selling price of the pre-opening activities and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities is recognized when the franchisee location opens.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue and cost recognition (continued)

Franchise fees and royalties (continued)

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. MUDAs generally consist of an obligation to grant the right to open two or more units. These development rights are not distinct from franchise agreements; therefore, up-front fees paid by franchisees for development rights are deferred and apportioned to each franchise agreement signed by the franchisee. The pro-rata amount apportioned to each franchise agreement is recognized as revenue in the same manner as the initial and renewal franchise fees.

Royalties are earned as a percentage of franchisee gross revenues over the term of the franchise agreement, as defined in each respective franchise agreement. Franchise royalties represent sales-based royalties that are related entirely to the use of the Company's intellectual property and are recognized as franchisee sales occur and the royalty is deemed collectible.

Brand fund

The Company maintains a brand fund established to collect and administer funds contributed for use in advertising and promotional programs for franchise units. Brand fund fees are collected from franchisees based on a percentage of franchisee gross sales. The Company has determined that it acts as a principal in the collection and administration of the brand fund and therefore recognizes the revenues and expenses related to the brand fund on a gross basis. The Company has determined that the right to access its intellectual property and administration of the brand fund are highly interrelated and therefore are accounted for as a single performance obligation. As a result, revenues from the brand fund represent sales-based royalties related to the right to access the Company's intellectual property, which are recognized as franchisee sales occur. When brand fund fees exceed the related brand fund expenses in a reporting period, advertising costs are accrued up to the amount of brand fund revenues recognized.

Retail sales

Revenues from retail sales are recognized when control of the promised goods is transferred to the customer. The Company has elected to treat shipping and handling as fulfillment activities and not a separate performance obligation. Accordingly, the Company recognizes revenue from retail sales as a single performance obligation at the point of sale or at the time of shipment, which is when transfer of control to the franchisee occurs. Shipping and handling costs are included in "Cost of goods sold" in the accompanying statements of operations and members' deficit and amounted to $309 and $106 for the years ended December 31, 2022 and 2021, respectively. Provisions for customer volume discounts, product returns, rebates and allowances are variable consideration and are estimated and recorded as a reduction of revenue in the same period the related product revenue is recorded. There were no such provisions at December 31, 2022 and 2021. There were no retail sales for the year ended December 31, 2020.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue and cost recognition (continued)

Other revenues

The Company recognizes revenues from other fees and other services provided to the franchisees as a single performance obligation when the services are rendered.

Incremental costs of obtaining a contract

The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and amortizes them over the term of the franchise agreement. In the case of costs paid related to MUDAs for which no signed franchise agreement has been received, these costs are deferred until the signed franchise agreement is received.

Income taxes

As a limited liability company, the Company is treated as a partnership for federal and state income tax purposes. Accordingly, no provision has been made for income taxes in the accompanying financial statements, since all items of income and losses are required to be reported on the income tax returns of the members, who are responsible for any taxes thereon.

The Company recognizes and measures its unrecognized tax benefits in accordance with FASB ASC 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change. There were no uncertain tax positions at December 31, 2022 and 2021.

The Company files income tax returns in the U.S. federal jurisdiction and in various state jurisdictions.

Advertising

Advertising costs are expensed as incurred and amounted to $246,148, $169,790 and $151,959 for each of the years in the three-year period ended December 31, 2022, respectively.

Variable interest entities

In accordance with the provisions of the Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2018-17, *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities ("ASU 2018-17"),* FASB no longer requires nonpublic companies to apply variable interest entity guidance to certain common control arrangements, including leasing arrangements under common control. The Company has applied these provisions to the accompanying financial statements and has determined that the entity disclosed in Note 7 meets the conditions under ASU 2018-17, and accordingly, is not required to include the accounts of the related party in the Company's financial statements.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently issued but not yet effective accounting pronouncements

In June 2016, FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13"), and subsequent amendment to the initial guidance: ASU No. 2018-19, *Codification Improvements to Topic 326, Financial Instruments - Credit Losses* (collectively, "Topic 326"). Topic 326 introduces a new forward-looking approach, based on expected losses, to estimate credit losses on certain types of financial instruments, including trade receivables. The estimate of expected credit losses will require entities to incorporate considerations of historical information, current information, and reasonable and supportable forecasts and will generally result in earlier recognition of allowances for losses. For non-public companies, Topic 326 will be effective for annual and interim reporting periods beginning after December 15, 2022. The guidance is to be applied using the modified retrospective approach. The Company is in the process of assessing the impact of Topic 326 on its financial statements.

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through April 12, 2023, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

NOTE 3. FRANCHISED OUTLETS

The following data reflects the status of the Company's franchised outlets as of and for the year ended December 31:

	2022	2021	2020
Franchises sold	30	12	1
Franchises purchased	-	-	-
Franchised outlets in operation	12	2	-
Affiliate-owned outlets in operation	1	1	2

The following data represents the status of the Company's multi-unit development agreements as of and for the year ended December 31:

	2022	2021	2020
Multi-unit development agreements sold	16	4	1

NOTE 4. MEMBERS' DEFICIT

The Company has sustained continued losses and negative cash flows from operations and, as a result, has an accumulated members' deficit of $958,691 as of December 31, 2022. Since inception, the Company's operations have been funded through contributions from the members. The Company is growing and, as such, is incurring expenditures in the near term to benefit the future as it looks to grow the franchisee base and expand into new markets. In addition, certain expenses could be reduced or eliminated in order to improve operating cash flows, as needed, in the future.

NOTE 4. MEMBERS' DEFICIT (CONTINUED)

As of December 31, 2022, the Company had $547,615 of unrestricted cash and current liabilities amounting to $853,583, of which $619,672 relates to deferred revenue from the sale of franchise agreements which is expected to be recognized as income in the next year.

As of the date these financial statements were available to be issued, the Company continues to focus on selling franchises, and royalties are expected to increase as franchisees continue to open and begin operations.

NOTE 5. REVENUES AND RELATED CONTRACT BALANCES

Disaggregated revenues

The Company derives its revenues from franchisees located throughout the United States. The economic risks of the Company's revenues are dependent on the strength of the economy in the United States, and the Company's ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by timing of revenue recognition by type of revenue, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

Revenues by timing of recognition were as follows:

	2022	2021	2020
Point in time:			
Franchise fees	$ 135,200	$ 15,250	$ 15,250
Royalties, brand fund fees, technology fees and other revenues	461,529	114,608	14,693
Total point in time	596,729	129,858	29,943
Over time:			
Franchise fees	104,179	20,788	3,144
Total revenues	$ 700,908	$ 150,646	$ 33,087

Contract balances

Contract assets include accounts receivable. The balances as of December 31, 2022, 2021 and 2020, are $145,277, $62,812, and $699, respectively.

Contract liabilities are comprised of unamortized initial franchise fees received from franchisees, which are presented as "Deferred revenue" in the accompanying balance sheets. A summary of significant changes in deferred revenues is as follows:

	2022	2021
Deferred revenue - beginning of year	$ 786,568	$ 72,606
Revenue recognized during the year	(239,379)	(36,038)
Termination of franchise agreements	(30,000)	-
Additions for initial franchise fees	2,641,800	750,000
Deferred revenue - end of year	$ 3,158,989	$ 786,568

At December 31, 2022, revenues expected to be recognized over the remaining term of the associated franchise agreements are as follows:

NOTE 5. REVENUES AND RELATED CONTRACT BALANCES (CONTINUED)

Contract balances (continued)

Year ending December 31:	Amount
2023	$ 619,672
2024	428,386
2025	352,304
2026	274,437
2027	258,717
Thereafter	1,225,473
Total	$ 3,158,989

Deferred revenues consisted of the following:

	2022	2021
Franchise units not yet opened	$ 2,866,822	$ 760,462
Opened franchise units	292,167	26,106
Total	$ 3,158,989	$ 786,568

The direct and incremental costs, principally consisting of commissions, are included in "Prepaid commissions" in the accompanying balance sheets. The direct and incremental costs expected to be recognized over the remaining term of the associated franchise agreements at December 31, 2022, are as follows:

Year ending December 31:	Amount
2023	$ 116,786
2024	162,326
2025	179,030
2026	179,030
2027	179,030
Thereafter	915,150
Total	$ 1,731,352

NOTE 6. CONCENTRATIONS OF CREDIT RISK

Cash

Financial instruments that potentially expose the Company to concentration of credit risk consist primarily of cash. The Company's cash is placed with a major financial institution. At times, amounts held with this financial institution may exceed federally-insured limits.

Accounts receivable

Concentration of credit risk with respect to receivables is limited due to the number of franchisees in the Company's customer base and their geographic dispersion. The Company provides an allowance for doubtful accounts equal to the estimated collection losses based on historical experience coupled with a review of the current status of existing receivables.

NOTE 7. RELATED-PARTY TRANSACTIONS

License agreement

On August 1, 2019, the Company entered into a perpetual, non-cancelable, royalty-free and non-exclusive license agreement with the Licensor for the use of the registered name "Alloy Personal Training" (the "license agreement"). Pursuant to the license agreement, the Company has acquired the right to sell Alloy Personal Training franchises and collect franchise fees, royalties and other fees from franchisees.

Shared-services arrangement

During 2021, the Company entered into a shared-services arrangement with Alloy Personal Training Solutions LLC ("Alloy"), an entity related to the Company by common ownership and control. Alloy provides management oversight services and other services, as agreed upon. Pursuant to the shared-services arrangement, the Company was allocated $384,246 and $223,659 of shared-services costs for the years ended December 31, 2022 and 2021, respectively, which are included in "Selling, general and administrative expenses" in the accompanying statements of operations and members' deficit.

NOTE 8. BRAND DEVELOPMENT FUND

Brand fund

Pursuant to the structured form of the franchising arrangement, the Company reserves the right to collect brand fund fees of up to 2% of franchisees' reported sales. These funds are to be spent solely on advertising and related expenses for the benefit of the franchisees with a portion designated to offset the Company's administrative costs to administer the funds, all at the discretion of the Company. Funds collected and not yet expended on the franchisees' behalf totaled $62,750 and $- as of December 31, 2022 and 2021, respectively. There were no funds expended on the franchisees' behalf but not yet received by the Company for the years ended December 31, 2022, 2021 and 2020.

Regional advertising cooperative

The Company reserves the right to establish a regional advertising cooperative ("Regional Advertising Cooperative") for a region in which two or more facilities are located and will collect up to 1% of its franchisees' gross revenues, to be determined by the cooperative members. Any contributions to a Regional Advertising Cooperative will be credited towards a franchisee’s local marketing expenditures. As of December 31, 2022, the Regional Advertising Cooperative was not established.

Exhibit H to the Alloy Disclosure Document

GENERAL RELEASE

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between Alloy Personal Training, LLC, a Georgia limited liability company having its principal place of business located at 2500 Old Alabama Road, Suite 24, Roswell, Georgia 30076 (the "Franchisor"), and _____, a _____ whose principal address is at _____ (hereinafter referred to as "Releasor"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor**:

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Georgia law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Georgia.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

RELEASOR:

_____ _____

Witness (Name)

Alloy Personal Training, LLC:

_____ By:_____

Witness Name:_____

Title:_____

Exhibit I to the Alloy Disclosure Document

STATE ADDENDA

RIDER TO STATE ADDENDUM
TO ALLOY®
FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

This Rider to State Addendum to ALLOY® Franchise Disclosure Document ("FDD"), Franchise Agreement and/or Area Development Agreement (if applicable) is entered into by and between Alloy Personal Training, LLC, 2500 Old Alabama Road, Suite 24, Roswell, Georgia 30076 ("we" or "us") and _____ ("you").

A. This Rider is being signed because you are a resident of one of the states listed in the heading of this Rider (the "Applicable Franchise Registration State") or a non-resident who is acquiring franchise rights permitting the location of one or more ALLOY® businesses in the Applicable Franchise Registration State.

B. We and you have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and/or an Area Development Agreement (if applicable) and wish to amend the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the FDD and Agreement and Area Development Agreement (if applicable) are hereby amended as follows:

1. The following language is hereby added to the end of the FDD, Agreement and Area Development Agreement (if applicable):

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

2. Except as provided in this Rider, the Agreement and Area Development Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

YOU:_____	WE: ALLOY PERSONAL TRAINING, LLC
By_____	By_____
Title_____	Title_____
Date: _____	Date: _____

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Alloy Personal Training, LLC is a Georgia limited liability company.

The following information applies to franchises and franchisees subject to the California Franchise Investment Act. Item numbers correspond to those in the main body.

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

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

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION & INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

Item 3

Item 3 is amended to provide that neither we nor any other person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association.

Item 17

1. California Business & Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

2. Termination of the franchise agreement by us because of your insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

3. 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.

4. You must sign a general release if you transfer your franchise. This provision may be unenforceable under California law. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

5. The franchise agreement requires binding arbitration. The arbitration will occur at Indianapolis, Indiana with the costs being borne by the non-prevailing party. You 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.

6. The franchise agreement requires application of the laws of the state of the location where the Facility is located. This provision may not be enforceable under California law.

7. The Franchise Agreement contains a waiver of punitive damages and jury trial provision. These provisions may not be enforceable under California law.

8. In California, the highest interest rate permitted by law is 10%.

9. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR CALIFORNIA FRANCHISEES

This Addendum pertains to franchises sold in the State of California and is for the purpose of complying with California statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Section 10.D of the Franchise Agreement contains a covenant not to compete which extends beyond the term of the franchise. This provision may not be enforceable under California law.

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

3. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

FRANCHISOR: **Alloy Personal Training, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
REQUIRED FOR THE STATE OF CALIFORNIA

This Addendum pertains to franchises sold in the State of California and is for the purpose of complying with California statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended as follows:

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

2. In all other respects, the Area Development Agreement will be construed and enforced according to its terms.

FRANCHISOR: **Alloy Personal Training, LLC**	**DEVELOPER:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following applies to franchises and franchisees subject to Illinois statutes and regulations:

Item 5: Due to the financial condition of the Franchisor, the Illinois Attorney General's Office has required a financial assurance. Therefore, we have posted a surety bond which is on file with the Illinois Attorney General's Office. A copy of the surety bond is attached as an exhibit to the Illinois addenda pages.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, 815 ILCS 705/1-44 (West 2016), any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR ILLINOIS FRANCHISEES

This Addendum pertains to franchises sold in the State of Illinois and is for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The following sentence is hereby added to the end of Section 9.A, Initial Franchise Fee:

> Due to the financial condition of the Franchisor, the Illinois Attorney General's Office has required a financial assurance. Therefore, we have posted a surety bond which is on file with the Illinois Attorney General's Office. A copy of the surety bond is attached as an exhibit to the Illinois addenda pages.

2. The first sentence of Section 15.I is deleted in its entirety, and the following is substituted:

> Subject to Section 12.A, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Illinois federal or state court for the Designated Area in which you are located.

3. The Acknowledgment Addendum attached to the Franchise Agreement (and specifically stating that it is not for use in the State of Illinois) is unenforceable under Illinois law because it may have the effect of forcing a franchisee to waive or release certain rights that you as a franchisee have under the Illinois Franchise Disclosure Act, 815 IL § 705.

4. Section 15.H (1) is deleted in its entirety and replaced with the following:

> Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 15.01 of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of Illinois.

5. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

6. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISOR: **Alloy Personal Training, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
REQUIRED FOR THE STATE OF ILLINOIS

This Addendum pertains to franchises sold in the State of Illinois and is for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended as follows:

1. The following sentence is hereby added to the end of Section 3.A, Development Fee:

> Due to the financial condition of the Franchisor, the Illinois Attorney General's Office has required a financial assurance. Therefore, we have posted a surety bond which is on file with the Illinois Attorney General's Office. A copy of the surety bond is attached as an exhibit to the Illinois addenda pages.

2. The first sentence of Section 10.H is deleted in its entirety, and the following is substituted:

> Subject to Section 10.N, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Illinois federal or state court for the Designated Area in which you are located.

3. The Acknowledgment Addendum attached to the Area Development Agreement (and specifically stating that it is not for use in the State of Illinois) is unenforceable under Illinois law because it may have the effect of forcing a franchisee to waive or release certain rights that you as a franchisee have under the Illinois Franchise Disclosure Act, 815 IL § 705.

4. Section 10.G (1) is deleted in its entirety and replaced with the following:

> Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 15.01 of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of Illinois.

5. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

6. Except as amended herein, the Area Development Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISOR: **Alloy Personal Training, LLC**	**DEVELOPER:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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ILLINOIS SURETY BOND

Arch | Insurance

ARCH SURETY

CONTINUATION CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS, THAT:

In consideration for the payment of a renewal premium, **ARCH INSURANCE COMPANY**, as **SURETY**, does hereby continue

Bond Number: SP 0000872-0000

Effective Date: 07/19/2022

Amount of bond: $135,000.00

Continued from: 07/19/2023 to 07/19/2024

On behalf of: Alloy Personal Training, LLC

In favor of: State of Illinois Attorney General

Provided, however, that this Continuation Certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond has been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Dated this 20th day of March,2023

ARCH INSURANCE COMPANY

By: _____
Anthony Basciano , Attorney-in-Fact

SP 0000872-0000 13825

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Andrea Lupke-Young, Anthony Basciano, Anthony DeMartino, Anthony Panno, Chelsea E. Follett, Christopher Catera, Christopher Greene, Dale Gajewski, Daniel McNeil III, David B. Lupke, Deborah Kraiman, Deborah L. Kuper, Debra Davis, Diane M. Toledo, Dwight A. Pilgrim, Edmund J.

its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver from the date of issuance of this power for and on its behalf as surety and as its act and deed:
Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (150,000,000.00).
This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **20th day of** March **, 20 23**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Richard Stock, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Richard Stock personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated** March 20 **, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Richard Stock, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **20th day of** March **, 2023** .

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2021

Assets

Cash & Cash Equivalents in Banks	$528,209,019
Bonds owned	4,116,256,071
Stocks	728,138,166
Premiums in course of collection	681,336,099
Accrued interest and other assets	1,033,576,742
Total Assets	$ 7,087,516,097

Liabilities

Reserve for losses and adjustment expenses	$3,037,270,373
Reserve for unearned premiums	1,157,010,715
Ceded reinsurance premiums payable	498,082,255
Amounts withheld or retained by company for account of others	242,924,982
Reserve for taxes, expenses and other liabilities	529,122,510
Total Liabilities	$5,464,410,835
Surplus as regards policyholders	1,623,105,261
Total Surplus and Liabilities	$7,087,516,096

By: _____ Attest: _____
Executive Vice President, Chief Financial Officer and Treasurer
Executive Vice President General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2021.

Subscribed and sworn to before me, this 2ND day of March, 2022

Notary Public Mary E. Keating

MARY E. KEATING
Commission # 2449626
Notary Public, State of New Jersey
My Commission Expires
August 28, 2024

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following applies to franchises and franchisees subject to Maryland statutes and regulations. The Item number corresponds to those in the main body.

Items 5 and 7

Due to the financial condition of the Franchisor, the Maryland Securities Commissioner has required a financial assurance. Therefore, we have posted a surety bond which is on file with the Maryland Securities Division. A copy of the surety bond is attached as an exhibit to the Maryland addenda pages. The surety bond covers the initial franchise fee for a single unit franchise or an area development franchise for three units, which at this time is all we are offering and selling in the State of Maryland. We will not offer and sell any other area development franchises in the State of Maryland.

Item 17

1. Any claims arising under the Maryland Franchise Registration and Disclosure law must be brought within 3 years after we grant you a ALLOY franchise.

2. Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.)

3. Franchisee may sue Franchisor in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MARYLAND FRANCHISEES

This Addendum pertains to franchises sold in the State of Maryland and is for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The following sentence is hereby added to the end of Section 4.b, Renewal:

> The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following sentence is hereby added to the end of Section 9.A, Initial Franchise Fee:

> Due to the financial condition of the Franchisor, the Maryland Securities Commissioner has required a financial assurance. Therefore, we have posted a surety bond which is on file with the Maryland Securities Division. A copy of the surety bond is attached as an exhibit to the Maryland addenda pages. The surety bond covers the initial franchise fee for a single unit franchise or an area development franchise for three units, which at this time is all we are offering and selling in the State of Maryland. We will not offer and sell any other area development franchises in the State of Maryland.

3. The following sentence is hereby added to the end of Section 11.D, Conditions of Transfer:

> The general release required as a condition of assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. The following sentence is hereby added to the end of Section 15.B, Waiver/Integration:

> Nothing in this Section 15.B, however, will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Section 15.I, Venue, is amended to provide that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Section 15.I is further amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

6. Any provision in the Agreement that requires you to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law is not intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

7. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISOR: **Alloy Personal Training, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
REQUIRED FOR THE STATE OF MARYLAND

This Addendum pertains to franchises sold in the State of Maryland and is for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended as follows:

1. The following sentence is hereby added to the end of Section 3.A, Development Fee:

> Due to the financial condition of the Franchisor, the Maryland Securities Commissioner has required a financial assurance. Therefore, we have posted a surety bond which is on file with the Maryland Securities Division. A copy of the surety bond is attached as an exhibit to the Maryland addenda pages. The surety bond covers the initial franchise fee for a single unit franchise or an area development franchise for three units, which at this time is all we are offering and selling in the State of Maryland. We will not offer and sell any other area development franchises in the State of Maryland.

2. The following sentence is hereby added to the end of Section 9.B, Conditions of Transfer:

> The general release required as a condition of assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is hereby added to the end of Section 10.D, Waiver/Integration:

> Nothing in this Section 10.D, however, will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Section 15.H, Venue, is amended to provide that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Section 15.H is further amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Area Development Agreement.

5. Any provision in the Agreement that requires you to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law is not intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Except as amended herein, the Area Development Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISOR: **Alloy Personal Training, LLC**	**DEVELOPER:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND SURETY BOND

Arch | Insurance

ARCH SURETY

CONTINUATION CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS, THAT:

In consideration for the payment of a renewal premium, **ARCH INSURANCE COMPANY**, as **SURETY**, does hereby continue

Bond Number: SP 0000855-0000

Effective Date: 06/29/2022

Amount of bond: $135,000.00

Continued from: 06/29/2023 to 06/29/2024

On behalf of: Alloy Personal Training, LLC

In favor of: State of Maryland Securities Division

Provided, however, that this Continuation Certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond has been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Dated this 20th day of March,2023

ARCH INSURANCE COMPANY

By: _____
Anthony Basciano , Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Andrea Lupke-Young, Anthony Basciano, Anthony DeMartino, Anthony Panno, Chelsea E. Follett, Christopher Catera, Christopher Greene, Dale Krapowski, Daniel Moore III, David D. Kapler, Deborah Kresnicki, Deborah L. Ruper, [illegible] Davis, Diane M. Tadeo, Dwight A. Pilgrim, [illegible] its true and lawful Attorney(s)-in-fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (150,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 20th day of March, 2023.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Richard Stock, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Richard Stock personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated March 20, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Richard Stock, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **20th day of March, 2023**.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2021

Assets

Cash & Cash Equivalents in Banks	$528,209,019
Bonds owned	4,116,256,071
Stocks	728,138,166
Premiums in course of collection	681,336,099
Accrued interest and other assets	1,033,576,742
Total Assets	$ 7,087,516,097

Liabilities

Reserve for losses and adjustment expenses	$3,037,270,373
Reserve for unearned premiums	1,157,010,715
Ceded reinsurance premiums payable	498,082,255
Amounts withheld or retained by company for account of others	242,924,982
Reserve for taxes, expenses and other liabilities	529,122,510
Total Liabilities	$5,464,410,835
Surplus as regards policyholders	1,623,105,261
Total Surplus and Liabilities	$7,087,516,096

By: _____ Attest: _____
Executive Vice President, Chief Financial Officer and Treasurer
Executive Vice President General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2021.

Subscribed and sworn to before me, this 2ND day of March, 2022

Notary Public Mary E. Keating

MARY E. KEATING
Commission # 2449628
Notary Public, State of New Jersey
My Commission Expires
August 28, 2024

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following applies to franchises and franchisees subject to Minnesota statutes and regulations. Item numbers correspond to those in the main body.

Item 13

Pursuant to the Franchise Agreement, we will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your use of any Trademark pursuant to and in compliance with the Franchise Agreement. We will also reimburse you for all costs reasonably incurred by you in the defense of any such claim brought against you in any such proceeding in which you are named as a part. You must timely notify us of such claim or proceeding and comply with the Franchise Agreement.

Item 17

1. Minnesota law provides you with certain termination and nonrenewal rights. As of the date of this Disclosure Document, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

2. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise 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.

3. In the event you breach or threaten to breach any of the terms of this Agreement, we will be entitled to seek an injunction restraining such breach and/or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as the arbitrators make a final and binding determination.

4. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota, provided, that this part will not bar the voluntary settlement of disputes.

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. We will undertake the defense of any claim of infringement by third parties involving the ALLOY Trademark, and you will cooperate with the defense in any reasonable manner prescribed by us with any direct cost of such cooperation to be borne by us.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 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 nonrenewal of the franchise agreement.

3. Section 16.I is modified to reflect that Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. To the extent the Franchise Agreement requires litigation to be conducted outside of Minnesota, such provision is void.

5. Section 16.J is hereby deleted in its entirety.

6. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota, provided, that this part will not bar the voluntary settlement of disputes.

7. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISOR: **Alloy Personal Training, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
REQUIRED FOR THE STATE OF MINNESOTA

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended as follows:

1. Franchisor will undertake the defense of any claim of infringement by third parties involving the ALLOY Mark and Developer will cooperate with the defense in any reasonable manner prescribed by Franchisor with any direct cost of such cooperation to be borne by Franchisor.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Area Development Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 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 nonrenewal of the Area Development Agreement.

3. Nothing in the Area Development Agreement can abrogate or reduce any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. In addition, Minn. Stat.§ 80C.21 and Minn. rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota.

4. Minnesota Rule 2860.4400D prohibits Franchisors from requiring franchisees to assent to a general release. The Area Development Agreement is modified accordingly, to the extent required by Minnesota law.

5. In all other respects, the Area Development Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISOR: **Alloy Personal Training, LLC**	**DEVELOPER:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.
REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or

pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":**

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee":**

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled **"Assignment of contract by franchisor":**

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum",** and Item 17(w), titled **"Choice of law":**

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to Rhode Island statutes and regulations. Item numbers correspondence to those in the main body.

Item 17

The Rhode Island Franchise Investment Act at Section 19-28.1-14 provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR RHODE ISLAND FRANCHISEES

This Addendum pertains to franchises sold in the State of Rhode Island and is for the purpose of complying with Rhode Island statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The Rhode Island Franchise Investment Act (the "Act") at Section 19-28.1-14 provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The parties agree that to the extent that any provision in any of the Contracts entered into by the parties are inconsistent with the Act, the provisions of the Act shall control. They furthermore expressly agree that Rhode Island law shall be applied to, and govern, any claim between the parties that alleges violation of the Act.

2. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISOR: **Alloy Personal Training, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SOUTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following applies to franchises and franchisees subject to South Dakota statutes and regulations:

Item 5: Due to the financial condition of the Franchisor, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, all initial fees and payments owed by franchisees to the franchisor under a franchise agreement shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first Facility developed under the development agreement opens.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR SOUTH DAKOTA FRANCHISEES

This Addendum pertains to franchises sold in the State of South Dakota and is for the purpose of complying with South Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The following sentence is hereby added to the end of Section 9.A, Initial Franchise Fee:

> Due to the financial condition of the Franchisor, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, all initial fees and payments owed by franchisees to the franchisor under a franchise agreement shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISOR: **Alloy Personal Training, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
REQUIRED FOR THE STATE OF SOUTH DAKOTA

This Addendum pertains to franchises sold in the State of South Dakota and is for the purpose of complying with South Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended as follows:

1. The following sentence is hereby added to the end of Section 3.A, Development Fee:

   Due to the financial condition of the Franchisor, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, all development fees and initial payments by area developers shall be deferred until the first Facility developed under the development agreement opens.

2. Except as amended herein, the Area Development Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISOR: **Alloy Personal Training, LLC**	**DEVELOPER:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Item 17, Additional Disclosure. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Alloy Personal Training, LLC for use in the Commonwealth of Virginia shall be amended as follows:

> "Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement or area development agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR VIRGINIA FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between Alloy Personal Training, LLC ("Franchisor") and _____ ("Franchisee" or "you") is entered into simultaneously with the execution of the Franchise Agreement.

The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Virginia; (b) Franchisee is a resident of the State of Virginia; and/or (c) the franchised business will be located or operated in the State of Virginia.

Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

The undersigned Franchisee does hereby acknowledge receipt of this Addendum.

FRANCHISOR: **Alloy Personal Training, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise, including that the franchisor shall purchase the relevant assets upon expiration and termination with good cause at their fair market value at the time of termination or expiration of the franchise based on the franchisor's refusal to renew, and that such amounts are permitted to be offset by any amounts owed by the franchisee to the franchisor. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

A franchisee generally have the right to establish prices for the training services and related services and products you offer and sell at your Business. The franchise may, from time to time, suggest prices for the training services and related services and products a franchisee offers and sells. The franchisor does, however, have the right to modify the System to give the franchisor the right to establish prices for such training services and related services and products, both minimum and maximum.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any

employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The provisions of the Addendum to Lease agreement are governed by RCW 19.100.180(2)(j).

Use of Franchise Brokers. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees and ask them about their experience with the franchisor.

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR WASHINGTON FRANCHISEES

This Addendum pertains to franchises sold in the State of Washington and is for the purpose of complying with Washington statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise, including that the franchisor shall purchase the relevant assets upon expiration and termination with good cause at their fair market value at the time of termination or expiration of the franchise based on the franchisor's refusal to renew, and that such amounts are permitted to be offset by any amounts owed by the franchisee to the franchisor. 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.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting

or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

8. Nothing in Section 6.D of the Franchise Agreement to act as a disclaimer and waive compliance with RCW 19.100 or any rule or order thereunder.

9. Franchisee is not required to indemnify franchisor for franchisor's gross negligence under Section 10.B of the Franchise Agreement.

10. Section 14. C of the Franchise Agreement is deleted and shall not apply to Washington franchisees.

11. The last paragraph of Section 15.B of the Franchise Agreement is deleted.

12. Nothing in the Franchise Agreement shall waive or modify a franchisee's rights under Sections RCW 19.100.180(2)(g) and RCW 19.100.220(2) or RCW 19.100.180.1 regarding the statutory duty of good faith.

13. The provisions of the Addendum to Lease agreement are governed by RCW 19.100.180(2)(j).

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISOR: **Alloy Personal Training, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
REQUIRED FOR THE STATE OF WASHINGTON

This Addendum pertains to franchises sold in the State of Washington and is for the purpose of complying with Washington statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise, including that the franchisor shall purchase the relevant assets upon expiration and termination with good cause at their fair market value at the time of termination or expiration of the franchise based on the franchisor's refusal to renew, and that such amounts are permitted to be offset by any amounts owed by the franchisee to the franchisor. 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.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the are development agreement, a developer may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a developer may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a developer under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the area development agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a developer from (i) soliciting or hiring any employee of a developer of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the area development agreement or elsewhere are void and unenforceable in Washington.

8. Developer is not required to indemnify franchisor for franchisor's gross negligence under Section 10.A of the Area Development Agreement.

9. The last paragraph of Section 10.D of the Area Development Agreement is deleted.

10. Nothing in the Area Development Agreement shall waive or modify a franchisee's rights under Sections RCW 19.100.180(2)(g) and RCW 19.100.220(2) or RCW 19.100.180.1 regarding the statutory duty of good faith.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISOR: **Alloy Personal Training, LLC**	**DEVELOPER:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit J to the Alloy Disclosure Document

STATE EFFECTIVE DATES

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

This 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	[PENDING]
ILLINOIS	[PENDING]
INDIANA	[PENDING]
MARYLAND	[PENDING]
MICHIGAN	April 14, 2023
MINNESOTA	[PENDING]
NEW YORK	[PENDING]
RHODE ISLAND	[PENDING]
SOUTH DAKOTA	[PENDING]
VIRGINIA	[PENDING]
WASHINGTON	[PENDING]
WISCONSIN	[PENDING]

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

RECEIPT

Except as noted below, if Alloy Personal Training, LLC offers 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.

Iowa and New York law require that Alloy Personal Training, LLC give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

If Alloy Personal Training, 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 appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of the franchise seller for this offering is: _____, Alloy Personal Training, LLC located at 2500 Old Alabama Road, Suite 24, Roswell, Georgia 30076; (678) 430-8610 and _____.

Issuance date: April 14, 2023

See Exhibit A for our registered agents authorized to receive service of process.

I have received a disclosure document dated April 14, 2023, that included the following Exhibits:

A – State Administrators/Agents for Service of Process	G – Financial Statements
B – Franchise Agreement	H – Form of General Release
C – Area Development Agreement	I – State Addenda
D – List of Franchisees	J – Vendor Agreements
E – List of Franchisees Who Have Left the System	K – State Effective Dates
F – Table of Contents of Operations Manual	

Date:_____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

Please sign this copy of the receipt and date your signature. KEEP THIS COPY FOR YOUR RECORDS.

Prospective Franchisee's Copy

RECEIPT

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Date:_____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

You may return the signed receipt either by electronically signing and dating (preferred) or signing, dating and mailing it to Alloy Personal Training at 2500 Old Alabama Road, Suite 24, Roswell, Georgia 30076, or by e-mailing a scanned copy of the signed and dated receipt to Alloy at andreal@teamalloy.com.