

Provision	Section in the Multi-Unit Development Agreement	Summary
m. Conditions for our approval of transfer	Section 13(C)	You are in complete compliance with the Development Agreement, the transferee meets our then-current standards for multi-unit and single unit owners, transferee completes any required training program, transfer fee paid, and you and each guarantor signs a general release.
n. Our right of first refusal to acquire your business	Section 13(F)	We can match any offer for your business.
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Section 13(D)	Franchise must be assigned by estate to an approved buyer within reasonable time not exceeding 6 months.
q. Non-competition covenants during the term of the franchise	Section 12(B)	No involvement with anyone or any business that offers or conducts fitness classes or instruction or that offers, distributes or sells, at wholesale or retail, exercise apparel and accessories, products, or any other related business that is competitive with or similar to the Studio.
r. Non-competition covenants after the franchise is terminated or expires	Sections 12(C)	No business that offers or conducts fitness classes or instruction or that offers, distributes or sells, at wholesale or retail, exercise apparel and accessories, products, or any other related business that is competitive with or similar to the Studio within 15 miles of the Studio or within 15 mile radius of the former site of the Studio.
s. Modification of the agreement	Sections 15(C)	Generally, no modifications except in writing signed by both parties.
t. Integration/merger clause	Section 15(L)	Only the terms of the development agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and development agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not applicable.	Not applicable.
v. Choice of forum	Section 15(D)	Except for actions we bring for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes will be subject to litigation in the state where our corporate headquarters is located at the time the litigation is filed, currently Florida.
w. Choice of law	Section 15(E)	The law of Florida will apply, without regard to any conflict of laws principals of Florida.

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 disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Part I: 2025 Income Statement

The information in the tables below includes the historic Gross Revenue, expenses and EBITDA for franchised Studios (including two franchised Studios operated by our officers) during the 12-month period ending December 31, 2025. The data for Gross Revenue, each category of expenses and EBITDA is the Gross Revenue, category of expenses and EBITDA of all Studios in that subset. For example, in the rent expense category, the average is the average of the subset of Studios, the highest is the highest rent paid by any of the subset of Studios, the lowest is the lowest rent paid by any of the subset of Studios and the median rent is the median of the subset of Studios. As a result, the Studio with the highest Gross Revenue may not be the same Studio with the highest rent, the highest total expenses or highest EBITDA.

The first table includes this information for those Studios in the top quartile of Gross Revenue, the second table includes this information for those Studios in the second quartile of Gross Revenue, the third table includes this information for those Studios in the third quartile of Gross Revenue, and the fourth table includes information for those studios in the bottom quartile of Gross Revenue. The information in the tables below is based on information provided by our franchisees. The information below does not include the 2 Studios that opened in 2025 or one Studio that does not operate substantially similar to a franchised Studios. No Studio closed during the 12-month ending December 31, 2025.

Top Quartile (4 studios)				
	Average*	Max	Min	Median
Total Gross Revenue	\$1,086,739	\$1,177,559	\$1,001,590	\$1,083,903
Salary & Payroll Expense	\$249,435	\$270,993	\$227,722	\$249,512
Rent	\$228,053	\$352,144	\$137,371	\$211,349
Digital Ad Spend	\$44,217	\$95,649	\$22,914	\$29,152
Lead Team	\$14,400	\$14,400	\$14,400	\$14,400
Grass Roots/Promotional	\$12,081	\$12,081	\$12,081	\$12,081
Credit Card Fees	\$30,413	\$33,851	\$27,784	\$29,605
Repair & Maintenance	\$4,129	\$5,885	\$1,952	\$4,340
Gym Supplies & Equipment	\$20,436	\$46,101	\$4,131	\$15,757
Janitorial Expense	\$12,437	\$26,295	\$(450)	\$11,951
Professional Fees	\$4,046	\$5,527	\$1,635	\$4,511
Utilities	\$12,255	\$15,421	\$9,742	\$11,928
Monthly Brand Fee	\$5,040	\$5,040	\$5,040	\$5,040
Software Subscription & Support	\$11,940	\$11,940	\$11,940	\$11,940
Liability Insurance	\$4,059	\$7,378	\$(1,714)	\$5,287
Lead Nurture and Customer Service	\$18,239	\$23,754	\$16,200	\$16,500
Royalties	\$71,776	\$77,344	\$67,285	\$71,237
Other Expenses	\$9,235	\$11,523	\$7,112	\$9,153
Total Expenses	\$749,027	\$847,557	\$673,535	\$737,508
EBITDA	\$337,712	\$504,024	\$238,931	\$303,946

*Of the 4 Studios, 2 (50%) met or exceeded the average Gross Revenue and 1 (25%) met or exceeded the average EBITDA.

Second Quartile (5 Studios)				
	Average*	Max	Min	Median
Total Gross Revenue	\$814,187	\$938,294	\$762,348	\$791,757
Salary & Payroll Expense	\$194,004	\$225,822	\$162,954	\$190,221
Rent	\$249,804	\$348,184	\$153,080	\$264,551
Digital Ad Spend	\$28,982	\$40,746	\$19,798	\$25,010
Lead Team	\$14,400	\$14,400	\$14,400	\$14,400
Grass Roots/Promotional	\$2,642	\$2,924	\$2,361	\$2,642
Credit Card Fees	\$24,238	\$36,074	\$20,520	\$21,331
Repair & Maintenance	\$8,595	\$17,085	\$2,057	\$8,064
Gym Supplies & Equipment	\$13,239	\$19,161	\$4,931	\$17,761
Janitorial Expense	\$21,076	\$26,295	\$11,805	\$23,103
Professional Fees	\$10,523	\$27,080	\$350	\$9,800
Utilities	\$11,939	\$17,150	\$3,856	\$13,475
Monthly Brand Fee	\$5,124	\$5,460	\$5,040	\$5,040
Software Subscription & Support	\$12,139	\$12,935	\$11,940	\$11,940
Liability Insurance	\$6,992	\$10,326	\$4,251	\$5,977
Lead Nurture and Customer Service	\$14,580	\$16,800	\$6,300	\$16,800
Royalties	\$53,344	\$63,894	\$48,652	\$51,419
Other Expenses	\$15,908	\$28,577	\$7,046	\$15,262
Total Expenses	\$687,128	\$740,397	\$594,507	\$708,785
EBITDA	\$127,058	\$266,135	\$42,554	\$82,973

*Of the 5 Studios, 1 (20%) met or exceeded the average Gross Revenue and 2 (40%) met or exceeded the average EBITDA.

Third Quartile (5 Studios)				
	Average	Max	Min	Median
Total Gross Revenue	\$622,897	\$735,081	\$539,350	\$619,821
Salary & Payroll Expense	\$197,599	\$233,447	\$173,360	\$189,636
Rent	\$147,229	\$201,517	\$115,000	\$131,845
Digital Ad Spend	\$25,693	\$39,674	\$3,550	\$28,964
Lead Team	\$14,400	\$14,400	\$14,400	\$14,400
Grass Roots/Promotional	\$1,695	\$3,315	\$419	\$1,612
Credit Card Fees	\$20,055	\$21,796	\$17,029	\$20,698
Repair & Maintenance	\$3,867	\$7,592	\$1,487	\$3,408
Gym Supplies & Equipment	\$12,987	\$18,678	\$8,402	\$10,674
Janitorial Expense	\$6,383	\$14,235	\$0	\$4,507
Professional Fees	\$7,565	\$21,925	\$2,962	\$4,392
Utilities	\$9,780	\$11,532	\$4,591	\$10,869
Monthly Brand Fee	\$5,040	\$5,040	\$5,040	\$5,040
Software Subscription & Support	\$11,940	\$11,940	\$11,940	\$11,940
Liability Insurance	\$3,800	\$7,095	\$2,748	\$2,932
Lead Nurture and Customer Service	\$17,252	\$19,661	\$16,200	\$16,800
Royalties	\$42,276	\$52,983	\$33,610	\$41,332
Other Expenses	\$17,390	\$29,987	\$8,016	\$12,113
Total Expenses	\$540,941	\$600,356	\$490,775	\$523,552
EBITDA	\$81,956	\$174,248	\$(44,034)	\$96,268

*Of the 5 Studios, 2 (40%) met or exceeded the average Gross Revenue and 3 (60%) met or exceeded the average EBITDA.

Fourth Quartile (5 Studios)				
	Average	Max	Min	Median
Total Gross Revenue	\$311,864	\$451,665	\$194,019	\$293,000
Salary & Payroll Expense	\$158,018	\$172,346	\$143,825	\$157,601
Rent	\$125,095	\$200,415	\$24,587	\$115,452
Digital Ad Spend	\$20,454	\$27,772	\$15,755	\$16,086
Lead Team	\$13,920	\$14,400	\$12,600	\$14,400
Grass Roots/Promotional	\$400	\$400	\$400	\$400
Credit Card Fees	\$8,677	\$12,717	\$5,602	\$7,840
Repair & Maintenance	\$4,296	\$10,575	\$527	\$3,767
Gym Supplies & Equipment	\$8,130	\$23,289	\$1,451	\$6,242
Janitorial Expense	\$3,909	\$7,886	\$1,050	\$2,234
Professional Fees	\$2,309	\$4,033	\$1,490	\$1,633
Utilities	\$4,538	\$10,771	\$580	\$2,678
Monthly Brand Fee	\$4,872	\$5,040	\$4,620	\$5,040
Software Subscription & Support	\$11,940	\$11,940	\$11,940	\$11,940
Liability Insurance	\$3,983	\$5,317	\$1,410	\$5,125
Lead Nurture and Customer Service	\$14,760	\$16,800	\$8,400	\$16,200
Royalties	\$14,088	\$28,957	\$79	\$9,456
Other Expenses	\$14,341	\$24,205	\$4,393	\$15,557
Total Expenses	\$424,211	\$501,670	\$328,433	\$434,426
EBITDA	\$(112,347)	\$14,233	\$(240,407)	\$(71,066)

* Of the 5 Studios, 2 (40%) met or exceeded the average Gross Revenue and 3 (60%) met or exceeded the average EBITDA.

The information in the tables below includes the historic Gross Revenue, expenses and EBITDA during the 12-month period ending December 31, 2025 for Studios operated by our Parent (for Brickell, FL and South Beach, FL). These two corporate-operated Studios pay the same fees as franchisees with the exception of royalty payments, which have been imputed in the chart below.

	Brickell, FL	South Beach, FL
Open Date	2021	2021
Total Income	\$1,264,008	\$1,213,704
Salary & Payroll Expense	\$231,953	\$203,196
Rent	\$307,189	\$283,053
Digital Ad Spend	\$32,103	\$29,401
Lead Team	\$14,400	\$14,400
Grass Roots/Promotional	\$1,240	\$100
Credit Card Fees	\$33,104	\$35,351
Repair & Maintenance	\$8,022	\$11,522
Gym Supplies & Equipment	\$23,774	\$46,656
Janitorial Expense	\$18,719	\$18,889
Professional Fees	\$11,020	\$11,772
Utilities	\$18,572	\$22,166
Monthly Brand Fee	\$5,040	\$5,040
Software Subscription & Support	\$11,940	\$11,940
Liability Insurance	\$5,493	\$5,474
Lead Nurture and Customer Service	\$10,800	\$10,800
Royalties (Imputed)	\$88,481	\$84,959
Other Expenses	\$25,755	\$27,122
Total Expenses	\$847,605	\$821,841
EBITDA	\$416,403	\$391,863

Notes to the four tables above:

1. “Salary & Payroll Expense” includes all labor costs, including direct payroll and payroll taxes, benefits, manager’s salary, and payroll processing fees. Franchisees may experience similar salary expenses but will be impacted by staffing model decisions (which franchisees alone must decide), market driven pay rate differences and individual Store staff performance.
2. “Rent” includes monthly rent expenses, property taxes, and common area maintenance fees. Rent expenses will vary significantly depending on a franchisee’s market.
3. “Digital Ad Spend” includes all local digital marketing expenses, excluding amounts spent with LeadTeam.
4. “LeadTeam” is the Marketing Support Fee paid to LeadTeam for marketing services, including social media management, content creation, CRM creation and management, website management, SEO, Meta and Google.
5. “Grass Roots/Promotional” includes local marketing and sponsorships.

6. "Credit Card Fees" includes those fees associated with accepting payment from customers via credit card.
7. "Repair & Maintenance" includes expenses associated with the upkeep and general repair of the premises.
8. "Gym Supplies & Equipment" includes the purchase and repair of gym equipment and related supplies, such as cleaning supplies.
9. "Janitorial Expense" includes commercial cleaning fees.
10. "Professional Fees" includes legal and accounting fees.
11. "Utilities" includes water, electricity, gas, trash and recycling, and internet.
12. "Monthly Brand Fee" includes the Monthly Brand Fund Fee equal to \$420 per month.
13. "Software Subscription and Support Fee" includes the monthly Designated Software License Fee of \$695 and additional expenses for email addresses, Zoom phone lines, server management expenses and training software.
14. "Liability Insurance" includes the cost to obtain all insurance required to operate the Studio.
15. "Lead Nurture and Customer Service" includes the costs of the Call Center services.
16. "Royalties" means the current royalty equal to 7% of Gross Revenue. The Studios operated by our Parent or our officers do not pay a royalty fee but franchisee would have incurred this expense, so we have included these amounts in the data for those Studios operated by our Parent or our officers data as if these Studios had incurred that expense.
17. "Other Expenses" includes all other expenses not included in the other categories above such as bank fees and bad debt.
18. "EBITDA" is equal to the Gross Revenue less expenses.

Part 2: Number of Members as of December 31, 2025

The table below presents the number of members each Studio had as of December 31, 2025 and the number of members each Studio had as of the date the Studio opened, for all Studios open and operating as of December 31, 2025. The information below does not include the 2 Studios that opened in 2025 or one Studio that does not operate substantially similar to a franchised Studios. We obtained this information from our Parent (for South Beach and Miami-Brickell) and franchisees (the remaining Studios). Studios offer different membership types, including unlimited monthly memberships and class packs.

Studio Location	Opening Year	Number of Members as of December 31, 2025	Number of Members at Opening
South Beach*	2018	724	0
Brickell*	2019	702	0
Coral Gables*	2019	497	0
NYC – Chelsea*	2019	633	0
NYC – Fidi*	2022	555	0
Doral	2022	573	308
Austin Highland	2022	252	99
Miami Lakes	2022	652	465
Upper East Side	2023	702	356
Coral Springs	2023	271	146
Deerfield Beach	2023	351	84
Toms River	2023	533	348
Charlotte-Noda	2023	424	116
Austin Zilker	2023	232	193
South Miami	2023	494	206
Miami Midtown	2024	348	316
Nashville Gulch	2024	451	386
Coconut Grove	2024	388	286
Ocean Township	2024	181	135
Pembroke Pines	2024	465	251
Las Olas	2024	268	257

*These Studios opened before we launched our presale program.

Part 3: Recommended Membership Tiers

The following table includes our recommended pricing for three different unlimited monthly membership tiers. Tiers are determined based on prices charged by competitors in the market. Studios also offer class packs and single class passes.

	0-99	100-199	200-299	300-399	400-499	500+
Tier 1 Unlimited Monthly	\$89	\$ 99	\$129	\$149	\$169	\$189
Tier 2 Unlimited Monthly	\$99	\$129	\$149	\$169	\$189	\$209
Tier 3 Unlimited Monthly	\$149	\$169	\$189	\$209	\$229	\$249

Notes to all tables above:

1. This financial performance representation was prepared without an audit. Prospective franchisees or sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his/her opinion with regard to their contents or form.

2. There are no material financial and operational characteristics of the company-owned outlets that are reasonably anticipated to differ materially from future operational franchise outlets.

3. Written substantiation of all financial performance information presented in this financial performance representation will be made available to you in our main office upon reasonable request.

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We do not authorize our employees or representatives to make any representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Cody Patrick, 1919 Purdy Avenue, Miami, FL 33139, 888-507-9328, the Federal Trade Commission, and the appropriate state regulatory agencies.