

		trademarks which you must use, in our discretion
t. Integration/merger clause	15.8	The Franchise Agreement contains all terms that will govern the franchise relationship. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. Notwithstanding the foregoing, nothing in the franchise agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	14.1	All disputes arising under the Franchise Agreement must be resolved by Arbitration administered by the American Arbitration Association according to its Commercial Arbitration Rules (subject to applicable state law)
v. Choice of forum	15.17	Then-current location of our headquarters; currently, Sarasota, Florida (subject to applicable state law)
w. Choice of law	15.8	Florida law applies (subject to applicable state law)

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATION

The FTC's Franchise Rule permits a Franchisor to provide information about the actual or potential financial performance of its franchise and/or Franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the FDD. Financial performance information that differs from that included in Item 19 may also be given, but only if: (1) a Franchisor provide 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.

This Item 19 provides a historical financial performance representation for one (1) Fly Dance Fitness Studio that our affiliate, You So Fly LLC, has operated in Sarasota, FL since August 2019. The profit and loss statement below contains data from January 1, 2024 to December 31, 2024. There were no other Fly Dance Fitness Studios in operation during this time period. Our affiliate-owned Fly Dance Fitness Studio is similar to the franchise offered under this Disclosure Document except that our affiliate has different financial obligations and is not required to pay an ongoing royalty or brand fund contribution. The profit and loss statement below has been adjusted as disclosed in the notes following the table to remove certain income and expenses that our affiliate experienced during the disclosed time period that are not typical of the franchise offered under this Disclosure Document. The profit and loss statement has also been adjusted to add the Royalty Fees that our affiliate would have incurred if it operated pursuant to the form of franchise agreement attached to this Disclosure Document.

The financial performance information for our affiliate-owned Fly Dance Fitness Studio was taken from its accounting software and has not been independently audited.

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You So Fly LLC
Adjusted Profit and Loss Statement
January 1, 2024 - December 31, 2024

	Total
Income	
Studio Membership/Package Sales	\$206,856.18
Studio Retail Sales	\$31,832.31
Sales of Product Income	\$5,898.16
Total Income	\$244,586.65
Cost of Goods Sold	
Cost of Goods Sold	\$12,455.60
Contractors	\$21,960.00
Total Cost of Goods Sold	\$34,415.60
Gross Profit	\$210,171.05
Disclosed Expenses	
Advertising & Promotion	\$6,000.00
Alarm and Security Expense	\$641.88
Bank and Credit Card Fees	\$4,800.00
Computer and Software Expenses	\$4,428.00
Dues and Subscriptions	\$419.45
Insurance	\$3,690.50
Job Supplies	\$2,061.12
Accounting	\$1,350.00
Licenses Expense	\$905.50
Meals & Entertainment	\$500.00
Payroll Expenses	
Taxes	\$3,195.42
Wages	\$22,374.56
Total Payroll Expenses	\$25,569.98
Rent & Lease	\$30,750.00
Sales Tax Paid	\$2,346.57
Telephone and Internet	\$3,348.67
Utilities	\$3,369.25
Total Disclosed Expenses	\$90,180.92
Adjusted Net Income	\$119,990.13
Estimated Royalty Fees (6% of Total Income)	\$14,675.20
Adjusted Net Income Less Estimated Royalty Fees	\$105,314.93

Notes:

1. “Total Income” means the total gross revenue from the provision of all products and services sold or performed in, at, from or away from the Studio, or through or by means of the Studio's business, whether from cash, check, credit card, debit card, barter or exchange, or other credit transactions, and irrespective of collection. Notwithstanding the foregoing, Total Income was adjusted to remove (1) a management fee of \$28,500 that we pay our affiliate for rent and services, (2) \$46,448.32 of income that our affiliate derived from instructor certification courses, (3) \$3,280 that our affiliate earned from touring and holding classes outside of its surrounding area (the equivalent of a Territory under this Disclosure Document), and (4) \$556,591.84 that our affiliate earned from virtual class subscriptions . These are not sources of income that we expect our franchisees to experience or that they are permitted to experience under the franchise agreement. After these adjustments, “Total Income” is the same as “Gross Sales” as used in this Disclosure Document.

2. “Cost of Goods Sold” means the costs directly incurred with providing the products and services sold or performed by our affiliate. Cost of Goods Sold has been adjusted to remove the following expenses that our affiliate incurred that we do not expect our franchisees to incur:

- a. “COGS” was adjusted to remove \$2,555.88 that our affiliate incurred for (1) shipping costs related to online orders and (2) holding a class in New York City.
- b. “Contractors” was adjusted to remove \$6,172.50 that our affiliate incurred from paying instructors to record choreography.

3. “Disclosed Expenses” are some, *but not all*, of the expenses that our affiliate incurred during the year. Disclosed Expenses does not include the following expenses that our affiliate incurred during the year that we do not expect our franchisees to incur:

- a. \$4,347.37 of Charitable Contributions that our affiliate made during the year.
- b. \$3,563.70 of Holiday Party and Furnishings and Décor expenses that our affiliate incurred for hosting a holiday party.
- c. \$16,317 of Legal & Professional Services expenses that our affiliate incurred for CFO Consulting, General Counsel, Leasing Attorney, and Trademark Attorney.
- d. \$1,596 of Employer Health Insurance Contributions and related Reimbursements for health insurance premiums paid to our affiliate's full-time Business Development Manager (see below).
- e. \$186.50 of QuickBooks Payments Fees that our affiliate incurred for QuickBooks' optional handling of certain taxes.
- f. \$11,229.74 of Repairs & Maintenance expenses that our affiliate incurred for (1) replacing an air conditioning unit that was approximately 14 years old, (2) re-sealing floors that were 10 years old.
- g. \$177.95 of Shipping and Delivery expenses that our affiliate incurred related to its website for online retail sales.
- h. \$9,582.97 of Travel expenses that our affiliate incurred.
- i. \$9,533.04 of Website expenses that our affiliate incurred.

4. Certain categories of “Disclosed Expenses” have been adjusted to account for material operational or financial differences between the affiliate location and the franchise offered under this Disclosure Document. These adjustments are disclosed below:

- a. “Advertising & Promotion” was adjusted to remove \$42,111.02 in advertising costs our affiliate incurred. Our affiliate advertises on a national level for virtual memberships, which our franchisees will not do. The remaining figure of \$6,000 per month represents the required \$500 per month that our franchisees must spend on Local Advertising in their Territory.

- b. “Alarm and Security Expense” was adjusted to remove \$160.47 that our affiliate incurred above the average monthly amount of \$53.49 for payments allocated to the prior year’s alarm and security services.
- c. “Bank and Credit Card Fees” was adjusted to remove \$2,160.37 because our affiliate switched payment processors and began utilizing the MindBody Payments processor, which our franchisees are required to use. The remaining figure of \$4,800 is the approximate cost we expect our franchisees to incur on an annual basis for bank and credit card processing fees.
- d. “Computer and Software Expenses” was adjusted to remove \$14,505.72 that our affiliate incurred for CRM Software, Scheduling Software, Zoom Subscription, Annual App fees, DocuSign, Canva, MindBody Technical Account Manager, LastPass, and Circle Platform fees.
- e. “Insurance” was adjusted to remove \$1,899 that our affiliate incurred for personal life insurance policies on its owners.
- f. “Licenses Expense” was adjusted to remove \$888.75 that our affiliate incurred related to trademark-specific expenses.
- g. “Meals & Entertainment” was adjusted to remove \$5,187.54 that our affiliate incurred for meals and entertainment during the year. The remaining amount of \$500 is our estimate for what a franchisee may incur for instructor birthday treats and team outings during the year.
- h. “Payroll Expenses – Taxes” was adjusted to remove \$15,279.84 that our affiliate incurred related to its full-time Business Development Manager (franchisees won’t hire that role) and its two owners’ salaries.
- i. “Payroll Expenses – Wages” was adjusted to remove \$211,798 of wages related to (1) a full-time Business Development Manager whose costs are split between us and our affiliate, and (2) both owners’ base salaries. The remaining amount of \$22,374.56 accounts for wages that our affiliate paid for three (3) part-time hires, which is what we expect our franchisees to incur for front desk hourly staff.

5. Our affiliate provides, on average, three (3) class offerings per day, and no more than 18 classes offered per week. We do not limit the number of classes our franchisees offer, and we encourage our franchisees to offer more class times on their schedules than our affiliate offers.

6. The financial performance representations in the Tables above do not reflect certain operating and non-operating costs and expenses that must be deducted from the Total Income figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information. “Adjusted Net Income” also does not include \$6,360.50 that our affiliate earned during the year from a money market account.

7. As disclosed above, our affiliate does not pay us Royalty Fees. “Estimated Royalty Fees” in the above table is the estimate of what our affiliate would have paid if it were required to pay 6% of its Gross Sales (*Total Income*) to us in Royalty Fees.

Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request. The information presented above has not been audited.

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 representations about a franchisee’s future financial performance or the past financial performance of company-owned or

franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with 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 Fly Dance Fitness Franchising, LLC, 999 Cattlemen Rd., F, Sarasota, Florida 34232 or (941) 993-7495; the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned*	2022	1	1	0
	2023	1	1	0
	2024	1	1	0
Total Outlets	2022	1	1	0
	2023	1	1	0
	2024	1	1	0

*This outlet is owned and operated by our affiliate, You So Fly, LLC, as described in Item 1.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 to 2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table No. 3
Status of Franchised Outlets
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other	Outlets at End of the Year
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