

FRANCHISE DISCLOSURE DOCUMENT



Farrell's eXtreme Bodyshaping, Inc. an Iowa corporation 8510 New York Avenue Urbandale, Iowa 50322 (515) 770-7295

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You will operate a business that offers a comprehensive approach to wellness, combining kickboxing, strength training, nutrition, and personal coaching all under one roof under the then-current proprietary marks we designate, including our current primary mark FARRELL'S EXTREME BODYSCAPING.

The total investment necessary to begin operation of a FARRELL'S EXTREME BODYSHAPING franchise ranges from \$181,900 to \$376,500. This includes \$61,700 to \$62,150 that must be paid to the franchisor or affiliate before you open your business.

The total investment necessary to develop multiple Studios under our form of area development agreement depends on the number of franchises we grant you the right to open, which in all cases will be three (3) or more under this Disclosure Document. The total investment necessary to enter into a development agreement for the right to develop three (3) Studios is \$316,900 to \$511,500, which includes (a) a development fee of \$135,000 that is paid to us or our affiliates prior to opening, and (b) the total estimated initial investment to begin operation of your initial Studio (as described above).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Lance Farrell, our Chief Executive Officer, at 8510 New York Avenue, Urbandale, Iowa 50322 and (515) 770-7295.

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, like 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, D.C. 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.

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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 Exhibit E.
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	Item 21 or Exhibit C includes financial
financial ability to provide support	statements. Review these statements
to my business?	carefully.
Is the franchise system stable,	Item 20 summarizes the recent history of the
growing, or shrinking?	number of company-owned and franchised
*****	outlets.
Will my business be the only	Item 12 and the "territory" provisions in the
Farrell's business in my area?	franchise agreement describe whether the
	franchisor and other franchisees can compete
Does the franchise have a troubled	with you.
legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in
legal history:	material litigation or bankruptcy proceedings.
What's it like to be a System	Item 20 or Exhibits E lists current and former
franchisee?	franchisees. You can contact them to ask
	about their experience.
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

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

<u>Business model can change</u>. 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.

<u>Supplier restrictions</u>. 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.

<u>Operating restrictions</u>. 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.

<u>Competition from franchisor</u>. 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.

<u>When your franchise ends</u>. 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 that 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 B.

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.

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