

List of Exhibits to Franchise Agreement:

Exhibit 1 – Franchised Territory

Exhibit 2 - Lease Assignment Agreement

Exhibit 3 - Names and Addresses of Equity Owners, Directors and Officers

Exhibit 4 - Personal Guarantee

Exhibit 5 – De-Identification Checklist

Exhibit 6 – General Release – Renewal

Exhibit 7 – General Release – Assignment

Exhibit 1
Franchise Territory

Exhibit 2

LEASE ASSIGNMENT AGREEMENT

This Lease Assignment Agreement ("Agreement") is made this ____ day of _____, 20____, by and between KENNEDY'S International Franchising Real Estate, LLC, a Florida Limited Liability Company (hereinafter referred to as "KRE"), Kennedy's International Franchising, LLC, a Florida Limited Liability Company (hereinafter referred to as "Franchisor", _____), _____ (hereinafter referred to as "Franchisee"), _____, an individual (hereinafter referred to as "Guarantor"), and _____ (hereinafter referred to as "Landlord") involving the KENNEDY'S Club (hereinafter "Club") to be located at _____ (hereinafter "Franchise Location"), hereinafter collectively as the "Parties" and individually as a "Party".

WHEREAS, on _____, 20____, Franchisee and Landlord entered into a Lease Agreement ("Lease"), a fully executed copy of which is to be attached hereto as Exhibit 1, pursuant to the terms of which Franchisee leased the Franchise Location from Landlord to operate a Club thereon; and

WHEREAS, on _____, 20____, Franchisor and Franchisee executed a Franchise Agreement pursuant to the terms of which Franchisee obtained a Franchise Location from Franchisor to operate a Club at the Franchise Location; and

WHEREAS, the Parties desire to enter into this Agreement to define the Parties' rights in and to the Franchise Location and to protect the Parties' interests in the continued operation of the Club at the Franchise Location during the entire term of the Lease, and any and all renewals and extensions thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Whereas Clauses. The foregoing Whereas Clauses are ratified and confirmed as being true and correct and are made a specific part of this Agreement.

2. Assignment. Franchisee hereby assigns, transfers, and conveys to KRE all of its right title and interest in and to the Lease; however, this Assignment shall become effective only upon KRE's exercise of the option granted to KRE subsequent to the occurrence of any of the following events:

- a. **Default of Lease.** If Franchisee shall be in default in the performance of any of the terms of the Lease, unless such default is cured within the period required in the Lease or within ten (10) days following written demand given by KRE, whichever is sooner; or
- b. **Default of Franchise Agreement.** The occurrence of any acts which would result in immediate termination as specified in the Franchise Agreement or the continuance beyond the period or periods specified in the Franchise Agreement or any other default by Franchisee in the performance of the Franchise Agreement, particularly in failing to make the payments required under the Franchise Agreement; or

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