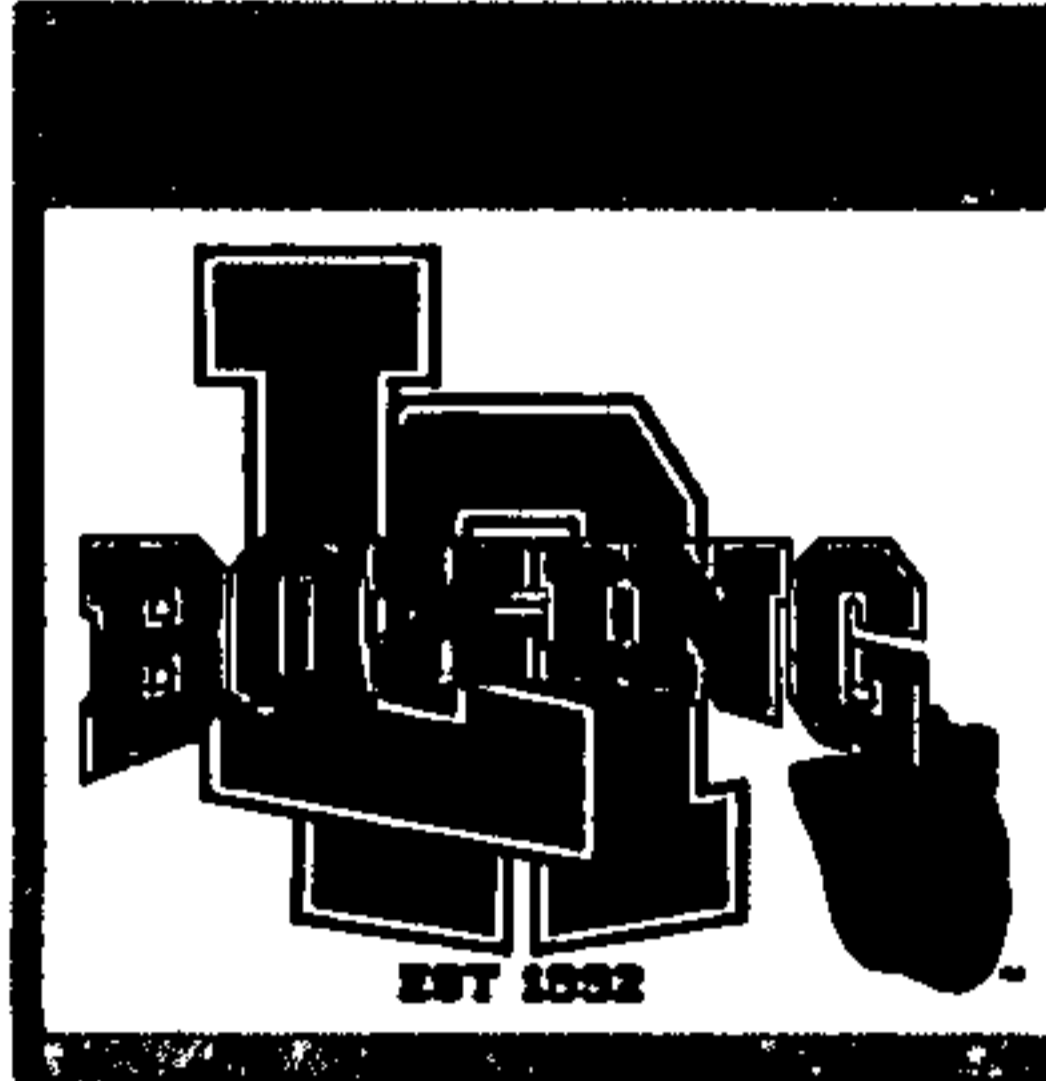


FRANCHISE DISCLOSURE DOCUMENT

DEPARTMENT OF CORPORATIONS
RECEIVED LOS ANGELES OFFICE

JAN 25 2013

~~LA Boxing Franchise Corporation~~
~~2915 Tech Center Drive~~
~~Santa Ana, CA 92705~~
~~Tel: (714) 668-0911~~
~~Fax: (714) 668-9231~~
~~www.laboxing.com~~



UG Franchise Operations, LLC
2915 Tech Center Drive
Santa Ana, CA 92705
Tel: (714) 668-0911
Fax: (714) 668-9231
http://www.ufcgy.com

The business you will conduct as an ~~LA Boxing~~ UFC GYM® franchise is a membership-based physical fitness system consisting of unique boxing and kickboxing training regimens, utilizing a system and products that are proprietary to ~~LA Boxing~~ UG Franchise Corporation Operations, LLC. We authorize you to offer memberships to promote training and instruction programs that include cardio boxing, cardio kickboxing, Jiu Jitsu, Muay Thai boxing, utilizing a weight room, and a professional boxing ring and other equipment with unique construction and design features.

The total investment necessary to begin operation of an ~~LA Boxing~~ UFC GYM franchise is ~~\$190,545~~ \$189,545 to ~~\$216,040~~ \$211,895, the total amount of Item 7. This includes \$89,695, the total amount of Item 5, which must be paid to the Franchisor. (See Item 5 and Item 7 for more detailed information.)

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

~~If you~~ 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, please contact Mr. Anthony Geisler, President, LA Boxing Franchise Corporation, at 2915 Tech Center Drive, Santa Ana, CA 92705, or by telephone at (714) 668-0911, to discuss the availability of different formats. California 92705 and (714) 668-0911.

The terms of your contract will govern your franchise relationship. Don't rely on the ~~disclosure document~~ Disclosure Document alone to understand your contract. Read all of your

contract carefully Show your contract and this ~~disclosure document~~ **Disclosure Document** to an advisor, like a lawyer or an accountant

Buying a franchise is a ~~complicated~~ **complex** investment The information ~~contained in~~ this ~~disclosure document~~ **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~~ **state** Ask your state agencies about them Issuance Date March 19, 2012, ~~revised September 18, 2012~~ **as amended January 25, 2013**

STATE COVER PAGE

Your state ~~may~~ have a franchise law that requires a franchisor to register with a state franchise administrator before offering or selling franchises in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in the attached Exhibit A for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise.

1. ~~THE FRANCHISE AGREEMENT REQUIRES YOU TO LITIGATE OR ARBITRATE ANY DISPUTE WITH LA BOXING FRANCHISE CORPORATION ARISING UNDER THE TERMS OF THE FRANCHISE AGREEMENT IN ORANGE COUNTY, CALIFORNIA, WHERE LA BOXING FRANCHISE CORPORATION'S PRINCIPAL OFFICE RESOLVE DISPUTES WITH US BY MEDIATION, ARBITRATION AND LITIGATION WITHIN 10 MILES OF OUR PRINCIPAL BUSINESS ADDRESS, WHICH IS CURRENTLY LOCATED IN ORANGE COUNTY, CALIFORNIA. OUT OF STATE MEDIATION, ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH LA BOXING FRANCHISE CORPORATION IN ORANGE COUNTY, CALIFORNIA US IN OUR HOME STATE THAN IN YOUR HOME STATE. THIS MAY BE SUPERSEDED BY STATE LAW. SEE YOUR SPECIFIC STATE ADDENDUM, IF ANY, ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT. OWN STATE.~~

2. ~~THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE FRANCHISE AGREEMENT. SEE YOUR SPECIFIC STATE ADDENDUM, IF ANY, ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT, EXCEPT FOR ANY DISPUTE REGARDING THE ENFORCEABILITY OF THE POST-TERM COVENANT NOT TO COMPETE, IN WHICH CASE THE DISPUTE WILL BE GOVERNED UNDER THE LAWS OF THE STATE IN WHICH YOUR UFC GYM FRANCHISE IS LOCATED AND CALIFORNIA LAW MIGHT NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MIGHT WANT TO COMPARE THESE LAWS.~~

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