

representative does not receive, or desire to accept, a bona fide offer to sell such interest, and if under applicable law, Franchisee's rights in this Agreement and in the Butterfly Life Center are distributable to heirs or legatees who would otherwise qualify as Franchisees and assignees under the terms of this Section 13.02, the Franchisor shall consent to such assignment, provided such prospective assignees agree to accept all the conditions imposed on Franchisee by this Agreement.

g) If any person, partnership, or entity with an interest subject to the restrictions of this Section 13.02 desires to accept any bona fide written offer from a third party to purchase such interest, the prospective transferor shall notify the Franchisor in writing of each such offer, and the Franchisor shall have the option, but not the obligation, to purchase such business, franchise and interest, including any lease, on the same terms and conditions offered by the third party, ~~except that the~~ Franchisor shall have at least fifteen (15) 60 days to decide if it will exercise its option to purchase the interest, and shall have an additional 30 days to prepare for closing. If the third party offer is such that the Franchisor may not reasonably be required to furnish the same consideration, terms or conditions, then the Franchisor may purchase the interest to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, or conditions contained in the offer, the consideration shall be determined by an independent appraiser designated by the Franchisor, whose determination shall be binding. The Franchisor shall notify the prospective transferor of its intention to exercise its option to purchase and sell Franchisee's interest to transferor within ~~ten (10)~~ 30 days after receipt of notice and a copy of the offer. Any material change in the terms of the third party offer prior to transfer to the third party shall constitute a new offer, subject to the same option by the Franchisor as in the case of an initial offer. The Franchisor's failure to exercise the option afforded by this Section 13.02 (g) shall not constitute a waiver of any other provision of this Agreement, including any of the requirements of Section 13.02 with respect to the proposed transfer, nor shall such failure constitute a waiver of its right to exercise its option with respect to any subsequent third party offer.

h) The Franchisor's consent to a transfer of any interest subject to the restrictions of this Section 13.02 shall not constitute a waiver of any claims it may have against the assignor, nor shall it be deemed a waiver of the Franchisor's right to demand compliance with any of the terms of this Agreement by the assignee at any time ~~and from time to time~~.

14.00 GENERAL PROVISIONS

14.01 Improvements to System.

All improvements in the System developed by Franchisee, the Franchisor or other Franchisees, shall be and become the sole and absolute property of the Franchisor. The Franchisor may incorporate such improvements into the System and shall have the sole and exclusive right to copyright, register and protect such improvements in the Franchisor's own name to the exclusion of Franchisee, whose right to use such improvements shall be limited to its rights as a Franchisee hereunder.

14.02 Governing Law; Exclusive Jurisdiction.

This Agreement ~~has been accepted by the Franchisor and shall be deemed to have been made at San Ramon, California, and shall be governed by~~ and construed ~~under and in~~ accordance with the laws of the State of California, except that this choice of law is not intended to expand the coverage of any California statute law that would not by its terms apply. ~~Franchisee and the Franchisor agree that~~

~~any~~Nevertheless, the arbitration provisions of this Agreement shall be governed by the Federal Arbitration Act, which shall preempt any inconsistent state law of judicial precedent. The restrictive covenants contained in this Agreement shall be governed by the law of the jurisdiction where such restrictions are to apply. Any court action arising out of or relating to this Agreement (including, without limitation, the offer and sale of the Franchise) shall may be instituted and maintained, if necessary pursuant to ~~permitted~~ by the terms of arbitration specified below, only clause of this Agreement in a state or federal court of general jurisdiction in Contra Costa County, California, and Franchisee irrevocably submits to the jurisdiction of such court and waives any objection it may have to either the jurisdiction or venue of such court.

14.03 Severability.

a) Except as expressly provided to the contrary herein, each ~~section, part, term and provision~~ of this Agreement shall be considered severable. If, for any reason, any ~~section, part, term or provision~~ of this Agreement is determined to be invalid, contrary to, or in conflict with, any existing or future law or regulation of a court or agency by a court having valid jurisdiction, such determination shall not impair the ~~operation or affect the effect of~~ other portions, sections, part, terms or provisions of this Agreement as may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the parties hereto. Such invalid sections, parts, terms and Such invalid provisions shall be deemed not to be a part of this Agreement.

b) If any applicable law or rule requires a greater period for notice to or performance by Franchisee than the period(s) provided in this Agreement, the period required by such law or rule shall be substituted for the period specified herein.

c) If any court in a final decision to which the Franchisor is a party holds any provision of this Agreement or portion thereof to be unenforceable or reduces the scope of any covenant or provision herein, Franchisee shall be bound to the fullest extent by such covenant or provision as reformed or reduced to the maximum extent consistent with such decision, and as if such reformed or reduced provision were separately set forth in and made a part of this Agreement.

14.04 Franchisee Is Independent Contractor.

a) This Agreement does not create a fiduciary relationship between the parties ~~hereto~~. Franchisee shall be at all times an independent contractor, and nothing herein contained shall constitute Franchisee as the agent, legal representative, partner, joint venturer or employee of the Franchisor. Franchisee shall not have any right or power to and shall not bind or obligate the Franchisor in any way ~~or manner whatsoever~~, nor represent that it has the right to do so.

b) Franchisee shall ~~have sole responsibility for, and shall promptly pay when due, all taxes levied or assessed by reason of its operation and performance under this Agreement, including, but not limited to, local, state and federal, property, license, sales, use, leasehold, excise and income taxes.~~ Franchisee shall be solely responsible for all taxes, claims, loss, damage and contractual liabilities to third persons originating in or in connection with the operation of the Butterfly Life Center ~~and for all claims and demands for damages to property and for injury, illness or death of persons directly or indirectly resulting therefrom. Franchisee shall indemnify and save the Franchisor harmless from any such claims for taxes and other liabilities, loss, expense or damage.~~

c) In all ~~building~~ directories, public records and in its relationship with other persons, Franchisee shall indicate its independent ownership of the Butterfly Life Center and that it is ~~only a~~

~~Franchisee of the Franchisor. “independently owned and operated.” Franchisee and any permitted assignee shall file, and keep on file at all times if required by law in the proper public office for the locality involved, a statement showing the actual name of Franchisee as the proprietor of its business, if such is required or permitted by the law of the state and for the locality where the Butterfly Life Center and Franchisee’s principal place of business are located.~~

14.05 Section Titles.

Section titles and Section and Subsection references are used for convenience only and shall not affect the meaning or construction of any provision of this Agreement.

14.06 Entire Agreement.

This Agreement, which shall include the preamble recitals, constitutes the entire agreement of the parties and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to the subject matter hereof. The Franchisor has made no representations inducing the execution of this Agreement other than are expressly stated herein.

14.07 ~~Number and Gender Interpretation.~~

~~Any reference to applicable law or laws shall include applicable mandatory regulations, rules and codes at all levels of government. Any use of the words “includes” or “including” followed by one or more examples shall not be construed to limit the antecedent word or phrase. All the terms and words used in this Agreement, regardless of the their number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural), and any other gender (maseuline, feminine or neuter), as the context or sense of this Agreement or any paragraph or clause hereof may require, the same as if such words have been fully and properly written in the appropriate number and gender may require.~~

14.08 Obligations of Interested Parties.

a) Except as otherwise provided herein, all acknowledgments, promises, covenants, agreements and obligations herein made ~~or undertaken~~ by Franchisee shall be jointly and severally made ~~or undertaken~~ by Franchisee, by all persons signing this Agreement in their individual capacities, and all by guarantors.

b) Franchisee shall forward to the Franchisor concurrently with the ~~execution and delivery~~ signing of this Agreement and prior to the acquisition of any interest in Franchisee by a third party during the term of this Agreement and any extension hereof, a, an Individual Confidentiality, Non-competition, and Noncompetition Agreement (as it may be revised by the Franchisor from time to time), executed by every Owner (as defined in Section 12.02) of the Franchise Guaranty Agreement, signed by all owners, managers, officers, and directors, directly or indirectly (and any immediate family members, managers, officers or directors of any such persons or entities), of the Franchisee.

14.09 Written Approval, Waiver and Nonwaiver

a) Whenever this Agreement requires the prior approval or consent of the Franchisor, Franchisee shall make a timely written request therefor and such approval must be obtained in writing. Except where this Agreement expressly obligates the Franchisor to reasonably approve or consent to (or not to unreasonably withhold its approval of or consent to) any action or request by Franchisee, the Franchisor has the absolute right for any reason to refuse any request by Franchisee or to withhold the

~~Franchisor's approval of or consent to any action by Franchisee. The Franchisor may also consider at its option and, in its sole discretion, other reasonable prior requests severally submitted in writing by Franchisee for the Franchisor's waiver of any obligation imposed by this Agreement. The Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this franchise or by any neglect or delay in furnishing the same.~~

b) No failure of the Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the Franchisor's right to demand exact compliance with all of the terms hereof. Waiver by the Franchisor of any particular default by Franchisee shall not affect or impair the Franchisor's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance, or omission of the Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair the Franchisor's right to exercise the same, nor shall such constitute a waiver by the Franchisor of any right hereunder, or the right to declare any subsequent breach a default and to terminate this Agreement prior to the expiration of its term. ~~Subsequent acceptance by the Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by the Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.~~

c) No right or remedy conferred upon or reserved to the Franchisor or Franchisee by this Agreement is intended to be, nor shall it be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy.

d) No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties hereto and executed in writing.

14.10 Notices; Payments.

a) Subject to this Section 14.10(d), all notices, ~~requests~~ and reports ~~permitted~~ or required to be delivered by the provisions of this Agreement shall be deemed delivered: (i) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (ii) on the same date of the transmission by facsimile, ~~telegraph~~ email or other reasonably reliable electronic communication system; (iii) one ~~(1)~~ business day after being placed in the hands of a nationally recognized commercial courier service for guaranteed overnight delivery; or (iv) ~~four (4) business~~ seven days after placement in the United States Mail by Registered ~~or Certified~~ Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified in writing.

b) If notice is sent to the Franchisor, it shall be addressed to the attention of the President, Butterfly Fitness, Inc., 2404 San Ramon Boulevard, Suite 200, San Ramon, CA 94583, or at such other address as the Franchisor shall ~~from time to time~~ designate in writing.

c) If notice is sent to Franchisee, it shall be addressed to Franchisee, care of its designated agent, at _____ or at such ~~othersuch~~ address as the Franchisee shall ~~from time to time~~ designate in writing.

d) ~~Unless otherwise required by the Direct Debit Arrangement specified by Section 6.06, all payments and reports to accompany payments required to be made hereunder to the Franchisor shall be sent by the means specified in Subsection 14.10(a) (i) (iii) or (iv) above or by electronic wire payment~~

~~transfer, addressed to the attention of the Treasurer at the above address, or at such address or by such other means as the Franchisor shall from time to time designate in writing. Any payment not actually received by the Franchisor on or before the date specified herein shall be deemed overdue if not postmarked at least five (5) days prior to the date due.~~

14.11 Designated Agent of Franchisee.

Franchisee hereby designates _____ ~~the~~ persons who sign this Agreement to act in its behalf and execute all documents in all transactions with the Franchisor. All actions by such ~~designee~~ designees shall be binding upon Franchisee and shall be valid and binding on any entity Franchisee. ~~The Franchisor shall have no duty to deal with anyone other than the designee; however, any documents submitted to the Franchisor executed by any other owner, officer, partner or managing member shall be valid and binding upon Franchisee. Franchisee shall promptly notify the Franchisor in writing of any change in its designee.~~

14.12 Mediation and Arbitration.

a) ~~Any dispute relating to or arising out of this Agreement or any other agreement between the parties, or relating to any other dispute between the parties or their owners, managers, principals, officers, directors, employees or representatives not resolved by negotiation must be submitted to mediation. Mediation will be before a single skilled independent mediator mutually and reasonably agreed on by the parties. The parties will equally bear the costs of mediation. Mediation will be conducted in accordance with the then-applicable procedures of American Arbitration Association. The mediation will be conducted in Contra Costa County, in the State of California.~~

b) ~~Any controversy or claim arising out of or relating to this Agreement or any other agreement between the parties, or any breach thereof, shall be decided and settled in an~~ relating to any other dispute between the parties or their owners, managers, principals, officers, directors, employees or representatives not resolved by mediation within 60 days after submission to mediation shall be subject exclusively to arbitration proceeding conforming to ~~under~~ the then-applicable Commercial Arbitration Rules of the American Arbitration Association (“AAA”). Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the ~~AAA~~ American Arbitration Association. The demand for arbitration shall be made ~~within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on~~ before such claim, dispute or other matter in question would be barred by the applicable ~~contractual or~~ statute of limitations. The arbitration shall be heard by a single arbitrator selected by mutual agreement of the parties. If the parties cannot mutually agree with respect to the arbitrator within ~~thirty (30) days~~, then the ~~AAA~~ American Arbitration Association shall select an arbitrator to fill such vacancy.

c) The arbitration shall take place in Contra Costa County in the State of California. If any party hereto refuses or neglects to appear or participate in the arbitration hearings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented, and is authorized to award reasonable costs, expenses and attorneys’ fees. Any decision by the arbitrator shall be ~~conclusively binding upon the parties and nonappealable, and such decision shall be enforceable as a judgment in any court of competent jurisdiction. The provisions of Section 1283.05 of the Code of Civil Procedure, with the exception of subsection (e) thereof, shall be applicable to the arbitration~~

pursuant to this Section. The arbitrator shall award to the prevailing party or parties compensation for the time, expense and trouble of arbitration, including reasonable attorneys' fees and costs.

14.13 ~~E-Problem Disclaimer:~~

~~Computer systems are vulnerable in varying degrees to computer viruses, bugs, worms, spyware, power disruptions, communication line disruptions, Internet access failures, Internet content failures, hardware and software failures, and attacks by hackers and other unauthorized intruders and other disruptions ("E-Problems"). It is Franchisee's responsibility to protect itself from E-Problems. This may include taking reasonable steps to secure Franchisee's systems (including continually updating firewalls, password protection, and anti-virus systems), and to use backup systems.~~

~~d) To the extent permitted by law applicable to this arbitration clause, each arbitration must be decided on an individual basis, and not on a group or class basis.~~

~~e) Notwithstanding the mediation and arbitration clauses of this Agreement, either party may seek temporary and permanent injunctions and other expedited remedies from any court or arbitrator with jurisdiction if proper grounds exist.~~

14.13 Acknowledgments.

a) Franchisee acknowledges and warrants that it has received a complete and final copy of this Agreement and applicable exhibits as well as disclosure and other documents required in a timely fashion as required as follows:

We hereby acknowledge and warrant that the following dates are true and correct:

- Date of first face to face meeting with Franchisor to discuss the possible purchase of a franchise: _____ (Month/Day/Year) (if none, state "None")
- The date on which we received a uniform Franchise Offering Circular about Franchisor: _____ (Month/Day/Year)
- The date we received a completed copy (other than signatures of the Franchise Agreement) that we later signed: _____ (Month/Day/Year)
- The date on which we delivered cash, check or other consideration in the amount of \$ _____ to or for the benefit of the Franchisor: _____ (Month/Day/Year)

b) We hereby represent:

Prior to signing the Franchise Agreement, we were given ample opportunity to review and examine a Uniform Franchise Offering Circular about the Franchisor and have been furnished with a copy of same.

No oral, written or visual claim or representation which contradicted the disclosure statement was made to us except: _____ (If none, Franchisee shall write "None")

No oral, written or visual claim or representation which stated or suggested any sales, income or profit levels was made to us except: _____ (If none, the Franchisee shall write "None")

IN WITNESS WHEREOF, the Franchisor and Franchisee have executed this Agreement as of the date(s) indicated below.

Franchisee:

a _____

By: _____

Print Name: _____

Print Title: _____

Date: _____

Franchisor:

Butterfly Fitness, Inc.,
a California corporation

By: _____

Signature

Print name

Title: _____

EXHIBIT A

**PERSONAL ~~INDIVIDUAL~~ CONFIDENTIALITY ~~AND, NON-COMPETITION,~~
AND GUARANTY AGREEMENT
AND GUARANTEE**

[Under Sections 10.03 and 12.02, Sections I and II of this Exhibit must be signed by:

All owners and spouses of owners, managers, officers, and directors, employees with access to the Confidential Information, and affiliated persons and entities.]

THIS ~~CONFIDENTIALITY AGREEMENT~~ (the "Agreement"), dated for reference purposes as of _____, _____ is entered between Butterfly Fitness, Inc. ("Franchisor") and, _____ whose notice address is: _____ ("Interested Party");

On _____, _____, the Franchisor entered into a Franchise Agreement with _____ ("Franchisee"). Interested Party understands that ~~Franchisee will be in default under the's Franchise Agreement and its franchise rights may be terminated if each owner of Franchisee does not execute~~ requires each party referred to above to sign a written agreement to be personally bound by the Franchise Agreement, including the covenants in Sections 10.03 and 12.02 of the Franchise Agreement. Interested Party desires to ~~acquire and/or maintain an interest in Franchisee, and has an interest in ensuring that Franchisee complies fully with all of the terms of the Franchise Agreement~~ participate in Franchisee in one of the capacities described above.

~~In consideration of the Franchisor's agreement not to terminate the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,~~ Interested Party hereby agrees:

I. That he or she will comply with all the non-competition requirements set forth in Section 12.02 (a) and 12.02 (b) of the Franchise Agreement, ~~so long as he or she continues to have an interest in Franchisee.~~

II. That he or she will observe the restrictions on disclosure of ~~confidential and trade secret information~~ Confidential Information set forth in Section 10.03 of the Franchise Agreement, both during the term of the Franchise Agreement and after its termination or expiration, ~~regardless of whether he or she continues to be directly or indirectly associated with the Franchisor or Franchisee.~~

WITNESS:

INTERESTED PARTY:

(Print Name)

(Print Name)

ATTEST:
Butterfly Fitness, Inc., a California corporation

By: _____
Signature

Title

PERSONAL GUARANTY

[Must be signed by all owners and spouses of owners of Franchisee.]

III. In consideration of, and as an inducement to, the execution of the Franchise Agreement with _____ ("Franchisee") dated _____, _____ by Butterfly Fitness, Inc. ("Butterfly"), the undersigned hereby personally and unconditionally guarantees to Butterfly, and to its affiliates, successors, and assigns, parent and its parent's other subsidiaries, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement. The undersigned further waives acceptance and notice of acceptance of the foregoing undertakings; notice of demand for payment of any indebtedness or for performance of any obligations hereby guaranteed; protest and notice of default to any party with respect to the indebtedness or performance of obligations hereby guaranteed; any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and any and all other notices and legal or equitable defenses to which he or she may be entitled. The undersigned further consents and agrees that his or her direct and immediate liability under this Personal Guaranty shall be joint and several; that he or she shall render any payment or performance required under the Franchisee Agreement upon demand if Franchisee fails or refuses punctually to do so; that such liability shall not be contingent or conditioned upon the pursuit of any remedies against the Franchisee or any other person; and that such liability shall not be diminished, relieved or otherwise affected by the extension of time, credit, partial payment, compromise or any other indulgence which Butterfly, its affiliates, successors, assigns, parent or its parent's other subsidiaries, way, from time to time, grant to Franchisee or to any other person, including, without limitation, successors or assigns, may grant, or the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Personal Guaranty. This Personal Guaranty shall continue and be irrevocable throughout the term of the Franchise Agreement and any extensions thereof.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the same day and year as the above Franchise Agreement was executed.

WITNESS:
%):

1. _____

GUARANTOR: _____ RELATIONSHIP (Ownership

(Print Name)
Address: _____

(Print Name)

GUARANTOR'S MAILING ADDRESS:

2. _____

(Print Name)

(Print Name)

Address: _____

3. _____

(Print Name)

(Print Name)

Address: _____

4. _____

(Print Name)

(Print Name)

Address: _____

EXHIBIT B

LOCATION AND LOCATION AGREEMENT

Franchisee must propose a Location to Franchisor and have a signed lease for the specific address (the "Location") within 90 days after the date of the Franchise Agreement. Subject to Franchisor's approval, you must propose a Location within the following city or other area: _____, in the state of _____ (the "Zip Code Zone"), which is an area in which we have the right to grant more than one Butterfly Fitness Center and therefore, others may be looking for a location within Selection Zone at the same time. The Franchisee must have a signed lease for its proposed Location, and must complete and sign the Location Agreement (Exhibit B) and submit it to the Franchisor for approval. Upon approval, Franchisee will be granted the limited exclusivity for the Territory surrounding the Location as specified in the Location Agreement.

Subject to Section 1.01 of the Franchise Agreement, a specific street location in the City of _____, _____ shall be specifically set forth on the Location Agreement attached hereto as Exhibit "B" and incorporated herein by this reference. Such specified location shall be submitted and proposed to the Franchisor for approval. If satisfactory to the Franchisor, the Franchisor shall sign the Location Agreement and promptly send a copy to the Franchisee. In the event that the Location Agreement is not signed by the Franchisor within ninety (90) days of the execution of this Franchise Agreement, the Franchisor may at its election terminate the Franchise Agreement, unless otherwise agreed by the Franchisor pursuant to the Franchise Agreement.

Franchisee's Territory will be delineated by the marked area specified in the Location Agreement. Franchisee will operate from one location approved by the Franchisor and must receive the Franchisor's permission before relocating.

TERRITORY AND LOCATION

Franchisee: _____ -a- _____ By: _____ Print Name: _____ Print Title: _____ Date: _____	Franchisor: Butterfly Fitness, Inc. -a- California corporation By: _____ Signature _____ Print name _____ Title: _____
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EXHIBIT B

Territory: [Describe or attach map]

LOCATION AGREEMENT

~~BUTTERFLY FITNESS, INC., a California corporation (hereinafter referred to as the "Franchisor"), and _____ (hereinafter referred to as the "Franchisee") entered into, executed and delivered that certain Franchise Agreement, dated _____, 20____, by and between Franchisor and Franchisee (the "Franchise Agreement").~~

~~Pursuant to Section 1.01 of the Franchise Agreement, the Franchisor and Franchisee mutually agreed in writing upon a general city, or municipality in which Franchisee will choose Franchisee's Location; and Franchisee agreed to propose and obtain a lease for a specific street Location (as set forth below) within 90 days after the execution of the Franchise Agreement and submitted to the Franchisor for approval.~~

~~Unless defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the **Location (insert if and when known — but in any event within time required by Franchise Agreement).**~~

Specific Location of Franchise: _____

Date of Lease Entered Into by Franchise for Specific Location (pursuant to Section 1.01(a) of the Franchise Agreement): _____

Lease Commencement Date: _____

Lease Expiration Date: _____

Number of any Option Periods under the Lease: _____

Length of any Option Periods under the Lease: _____

~~Attached is a marked map that designates your Territory.~~

AGREED AND ACKNOWLEDGED BY FRANCHISOR:

~~Butterfly Fitness, Inc.,
—a California corporation~~

By: _____
Signature

Print name

Title: _____

Date: _____

|

|

EXHIBIT C

CONSENT OF SPOUSE

~~Franchisee, _____, represents and warrants that she is married and has obtained the consent of her spouse to the transactions contemplated by this Franchise Agreement and such consent executed below. No other individual, estate or other person or entity claims a community property interest in _____'s interest in the Franchise granted under and pursuant to this Franchise Agreement.~~

~~The undersigned, being the spouse of _____ who is a party to the attached Franchise Agreement acknowledges that he has read the same and that he knows and understands that by the Agreement's provisions, his spouse has agreed: to acquire a franchise from Butterfly Fitness, Inc., a California corporation as set forth in that certain Franchise Agreement attached hereto. By the signing and delivering this Consent of Spouse, he does hereby freely consent to his spouse acquiring a franchise on the terms and conditions set forth in the Franchise Agreement and hereby agrees to be bound by all covenants, agreements, duties, liabilities and obligations of his spouse under the Franchise Agreement and by all conditions of the Franchise Agreement, and he further agrees to join with his spouse in the signing, acknowledgment and delivery of all documents and instruments required under the Franchise Agreement.~~

Signature: _____

Franchisee: _____ a	Franchisor: Butterfly Fitness, Inc., a California corporation
By: Print Name: Print Title:	By: _____ Signature
Date:	_____ Print name
	_____ Title:

Print Name: _____

Date: _____