

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides 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.

The following information is in one chart and is derived from the actual results of twenty-five (25) open and operating franchised Gyms and three (3) franchised Gyms who have begun collecting revenue but are not yet open for business (“pre-sales”). These twenty-five (25) Gyms represent all opened Starting Strength franchised Gyms as of April 30, 2024. The chart shows the date each Gym opened, the number of months each Gym has been open, the number of platforms, the total active memberships, the pricing of monthly subscription service, and the revenue generated by the sale of memberships and non-recurring services.

Some Gyms have sold these amounts. Your individual results may differ. There is no assurance that you will sell as much.

Sales Performance from Gym Opening to ~~January 31, 2023~~ April 30, 2024

Franchised Gym	Opening Date	Months Open	Square Feet	Number of Platforms	Total Active Memberships ¹	Starting Strength Program Price ²	Total Gross Revenue ³	2021 Total Gross Revenue ³	2022 Total Gross Revenue ³	2023 Total Gross Revenue ³	April 2024 Total Gross Revenue ³
Austin, TX ⁴ (W Anderson)	4/8/2019	60	1750	8	119	\$455.00	\$2,272,709	\$353,184	\$453,922	\$616,413	\$40,987
Dallas, TX ⁴	7/1/2019	57	1512	7	88	\$455.00	\$2,030,836	\$397,838	\$410,830	\$448,634	\$35,270
Houston, TX ⁴	8/19/2019	56	1560	8	121	\$455.00	\$2,599,058	\$485,894	\$541,935	\$670,097	\$52,363
Denver, CO ⁴ (Lakewood)	1/6/2020	51	2008	9	60	\$365.00	\$1,399,629	\$298,756	\$320,038	\$364,774	\$20,380
Plano, TX	4/19/2021	36	1620	9	77	\$455.00	\$996,100	\$166,183	\$292,780	\$358,331	\$30,476
Oklahoma City, OK (Westmore)	5/3/2021	35	1500	7	65	\$365.00	\$666,528	\$92,630	\$165,005	\$278,953	\$18,920
Boston, MA	5/24/2021	35	2370	9	83	\$405.00	\$1,002,692	\$150,623	\$249,659	\$369,076	\$28,224
Boise, ID (West)	7/12/2021	33	1334	8	73	\$365.00	\$716,916	\$65,711	\$184,882	\$309,911	\$29,394

MINNESOTA

ADDENDUM TO DISCLOSURE DOCUMENT

In accordance with the requirements of the state of Minnesota the following disclosure should be read in conjunction with the Disclosure Document. Any inconsistency with the information contained in the Disclosure Document will be resolved in favor of this Minnesota Addendum.

1. Item 13 **Trademarks** is amended by adding the following:

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any of your costs incurred in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by us, and so long as we are timely notified of the claim and are given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Item 17 **Renewal, Termination, Transfer and Dispute Resolution** is amended by adding the following:

- A. **Renewal and Termination**

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

- B. **Choice of Forum**

Nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- C. **Releases**

A general release shall not relieve any person from liability imposed by the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Section 80C.22.

3. These franchises have been registered under the Minnesota Franchise Act, registration does not constitute approval, recommendation, or endorsement by the Commissioner of Commerce of Minnesota or a finding by the Commissioner that the information provided herein is true, complete, and not misleading.

4. The Minnesota Franchise Act makes it unlawful to offer or sell any franchise in this state which is subject to registration without first providing to the franchisee, at least 7 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 7 days prior to the payment of any consideration, by the franchisee, whichever occurs first, a copy of this Disclosure Document, together with a copy of all proposed agreements relating to the franchise. This Disclosure Document contains a summary only of certain material provisions of the Franchise Agreement. The contract or agreement should be referred to for an understanding of all rights and obligations of both the franchisor and the franchisee.

5. ~~With respect to franchises governed by Minnesota law, we will~~[The Limitations of Claims section must](#) comply with Minn. Stat. Section 80C.17, Subd. 5, which requires that no action may be commenced more than three years after the cause of action accrues.

6. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, us

obtaining injunctive relief, termination penalties or judgment notes. However, we and you will enforce these provisions in the Franchise Agreement and/or Area Development Agreement to the extent the law allows.

7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

8. Item 5 **Initial Fees** and Item 7 **Estimated Initial Investment** are amended by adding the following:

“Despite the payment provisions noted in Items 5 and 7, the State of Minnesota has required us to defer the receipt of initial franchise fees until we have met all of our pre-opening obligations and you have opened your franchise business.”

9. [NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \\$30 on service charges.](#)

MINNESOTA

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et seq., the parties to the attached Franchise Agreement (“Agreement”) agree as follows:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of the Agreement.

As required by Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), Franchisor will reimburse Franchisee for any costs incurred by Franchisee in the defense of Franchisee’s right to use the Marks, so long as Franchisee was using the Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

A general release shall not relieve any person from liability imposed by the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Section 80C.22.

~~With respect to franchises governed by Minnesota law, Franchisor will~~[The Limitations of Claims section must](#) comply with Minn. Stat. Sec. 80C.17, Subd. 5, which requires that no action may be commenced more than three years after the cause of action accrues.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit Franchisor from requiring litigation to be conducted outside Minnesota. Those provisions also provide that nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minn. Rule Part 2860.4400J prohibits a Franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; waiving any bond required by a court; or consenting to liquidated damages, Franchisor obtaining injunctive relief, termination penalties or judgment notes. However, Franchisor and Franchisee will enforce these provisions in the Agreement to the extent the law allows.

Section 5.1, Initial Franchise Fee, shall be supplemented by the following additional language:

“Despite the payment provisions noted in this Section 5.1, the State of Minnesota has required Franchisor to defer the receipt of initial franchise fees until Franchisor has met all of its pre-opening obligations and Franchisee has opened its franchise business.”

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

Strength Train LLC

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____